



## **CITY OF STONECREST, GEORGIA**

### **CITY COUNCIL MEETING – AGENDA**

**3120 Stonecrest Blvd., Stonecrest, GA 30038**

**Monday, September 26, 2022 at 7:00 PM**

*Mayor Jazzmin Cobble*

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

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

*Council Member Tammy Grimes - District 5*

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

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

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

**III. INVOCATION**

**IV. PLEDGE OF ALLEGIANCE**

**V. APPROVAL OF THE AGENDA**

**VI. REVIEW AND APPROVAL OF MINUTES**

**a.** Approval - of the August 22, 2022 Meeting Minutes

**VII. PUBLIC COMMENTS**

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

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

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

**VIII. PUBLIC HEARINGS**

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

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

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

[a.](#) **For Decision-** RZ-22-002 IDI Rezoning - *Ray White*

**IX. CONSENT AGENDA**

**X. APPOINTMENTS**

[a.](#) Economic Development Plan Committee - *William Smith*

**XI. REPORTS & PRESENTATIONS**

**a.** Special Acknowledgements - *Mayor Jazzmin Cobble*

**b.** Special Recognition - *Councilwoman Tammy Grimes*

**XII. OLD BUSINESS**

[a.](#) **For Decision** - SDP22-000010 Preliminary Plat for Crestwind Township - *Ray White*

[b.](#) **For Decision-** SDP22-000011 Preliminary Plat for Stonecrest Estates - *Ray White*

[c.](#) **For Decision** - Purchasing Card Policy Amendment 1st Read - *Gia Scruggs*

[d.](#) **For Decision** - Purchasing Policy Amendment Ordinance 1st Read - *Gia Scruggs*

**XIII. NEW BUSINESS**

[a.](#) **For Decision** - Chief Building Official Services Recommendation - *Gia Scruggs*

[b.](#) **For Decision** - MP21-000001 Final Plat for 3443 Panola Rd - *Ray White*

[c.](#) **For Decision** - SDP22-000008 Final Plat for Flat Rock Hills Phase 4B - *Keedra Jackson*

[d.](#) **For Decision** - SPD22-000009 Preliminary Plat for Crestview Pointe - *Ray White*

[e.](#) **For Decision** - SPD22-000012 Final Plat for Flat Rock Hills Phase 3 - *Keedra Jackson*

**XIV. CITY MANAGER UPDATE**

**XV. MAYOR AND COUNCIL COMMENTS**

**XVI. EXECUTIVE SESSION**

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

## **XVII. ADJOURNMENT**

### *Americans with Disabilities Act*

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

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



## CITY OF STONECREST, GEORGIA

### CITY COUNCIL MEETING – MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, August 22, 2022 at 7:00 PM

*Mayor Jazzmin Cobble*

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

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

*Council Member Tammy Grimes - District 5*

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

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

The Meeting begin at 7:05 pm.

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

All Councilmembers and Mayor were present.

**III. INVOCATION**

Innovation given by Councilmember Rob Turner.

**IV. PLEDGE OF ALLEGIANCE**

**V. APPROVAL OF THE AGENDA**

Mayor Jazzmin Cobble asked to move Mayor's Acknowledgments ahead of Public Comments.

**Motion** - made by Councilmember Rob Turner to approve the agenda with stated changes.  
Councilmember Tammy Grimes seconded.

**Motion approved unanimously.**

**VI. REVIEW AND APPROVAL OF MINUTES**

a. Approval - of the July 25, 2022 Meeting Minutes



**Motion** - made by Councilmember Tammy Grimes to approve the July 25, 2022 meeting minutes. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

## VII. PUBLIC COMMENTS

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

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

**Geraldine Champion** - spoke on the denial of an open record request. She stated she did not appreciate the way she was treated when coming in to the office and that the citizens of Stonecrest are looking for accountability and transparency.

**Faye Cofield** - spoke about there being no lights on Lithonia Industrial. She is asking Council to deny Duke Reality's application and stated that there has been false information given about where they plan to build. She also asked that Council drive down 124 towards Stonecrest and observe the truck parking lots in Stonecrest and the way it looks.

**Malaika Wells** - spoke about the Urban Redevelopment Resolution and stated that because of the lack of information provided the Resolution should be deferred. She also stated that the URA Committee should explain membership and why there are no other members outside of Council. She stated her request speaks to transparency.

**Terry Fye** - stated that he was encouraged by second read of the Decriminalization of Marijuana Ordinance and spoke in support of the Ordinance.

**Vivian Hudson** - spoke about Council carefully considering what Developers plan to do. Citizens are being affected by blasting and suffering property damage because of new developments. She asked that Council require that developers leave a buffer between them and existing residents and hire an arborist to assist in the preservation of trees.

**Hunter Knight** - Gwinnett County resident. He spoke in support of Decriminalization of Marijuana Ordinance.

**Terry Sharp** - Spoke in support of the Decriminalization of Marijuana Ordinance.

**Rayden Washington** - Spoke in support Decriminalization of Marijuana.

**Darren Harper (via Zoom)** - Spoke in Opposition of the IDI logistics project.

## VIII. PUBLIC HEARINGS

*Citizens wishing to participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request including your full name, address, position on the agenda item you are commenting on (for or against) via email to*

[cityclerk@stonecrestga.gov](mailto:cityclerk@stonecrestga.gov) by 2 pm the day of the Hearing. A zoom link for the meeting will be sent to you.

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

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

**a. For Decision- IDI Rezoning - Ray White**

Ray White, Planning and Zoning Director, gave an introduction. He stated that staff recommended this item be deferred as zoning procedure law was not followed. He also confirmed the applicant could have proceeded with the application and build without requesting the downgraded rezoning but proceeded in this manner.

Michelle Battle, representative for the developer, also asked that the item be deferred.

**Motion** - made by Councilmember Tara Graves to defer the IDI Rezoning to the Sept 26th Council Meeting. Councilmember Rob Turner seconded.

**Motion passed unanimously.**

Mayor Pro Tem stated that no comments would be heard for this item and welcomed citizens to come to the next Council meeting or mail their comments.

**b. For Decision - RZ-22-004 592 Lounge, LLC - Ray White**

Planning and Zoning Director Ray White stated that staff is requesting a full cycle deferral. He stated on August 23, 2022 the item would go before the CPI Citizen Review Board and on Sept 6, 2022 it would go before the Planning Commission and back before Council on September 26, 2022. Director White stated the applicant did not have a chance to attend a planning meeting and he wants to allow that to happen.

**Motion** - made by Councilmember Rob Turner to defer RZ 22-004 592 Lounge LLC for a full cycle deferral. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

**c. For Decision- RZ-22-005 3266 Hayden Quarry - Ray White**

Planning and Zoning Director Ray White stated that staff is recommending a full cycle deferral for this item.

Michelle Battle, representative for the applicant, stated they are seeking a rezoning and asked that it go back before the Planning Commission. She stated that none of the parcels are in the overlay district.

**Motion** - made by Councilmember Tara Graves to defer RZ 22-005 for a full cycle deferral. Councilmember Rob Turner seconded.

**Motion passed unanimously.**

**d. For Decision - RZ-22-006 2975 Evans Mill Rd - Ray White**

Planning and Zoning Director Ray White stated that the staff recommends withdrawal without prejudice. He stated that the applicant also requested a withdrawal without prejudice.

City Attorney Winston Denmark explained it would cost the city nothing to withdraw this item without prejudice and allow the applicant to come back at a later date to be heard. He stated that he did not recommend placing a timeline on when the applicant could resubmit.

Mayor Pro Tem commented that the number of times an applicant has requested to be withdrawn should be considered by Council and staff.

**Motion** - made by Councilmember Tammy Grimes to approve the withdrawal without prejudice.

Mayor Cobble stated her un-readiness and stated that Council needed to go into Public Hearing and take Public Comments before proceeding. The city's attorney clarified that we are not making a decision on the application and that we do not need a Public Hearing until the item is up for a decision on the application.

**Motion** - made by Councilmember Tammy Grimes to approve the withdrawal of RZ 22-006 2975 Evans Mill Rd without prejudice. Councilmember Rob Turner seconded.

Mayor Cobble stated her un-readiness and asked the City's Attorney to again clarify Council's options. City Attorney Winston Denmark stated that we are not making a decision on the application but a decision to withdraw the application without prejudice.

**Motion passed 3-1.** Councilmember Tara Graves voted nay.

**e. For Decision - TMOD-22-001 Definitions and Uses - Ray White**

Planning and Zoning Director Ray White provided an introduction and explanation.

**Motion** - made by Councilmember Tara Graves to go into Public Hearing for TMOD 22-001. Councilmember Tammy Grimes Seconded.

**Motion passed unanimously.**

No Written or in person comments in favor of this item.

In Person comments against this item:

Bernard Knight stated that he is speaking not in favor or against this item. He stated that as on page 224 of package and use table, places of worship will no longer be allowed in an industrial area. He stated that the conflict between the use table and the text should be addressed. He also stated adult daycare centers should not be allowed in light industrial areas, however, on page 179 states that they are allowed. He is asking that it be removed as a permitted use.

Michelle Battle spoke in opposition of this item. She stated this is more than definition changes, and that there are changes to uses as well. She stated this is unfair to property and land owners and asked that Council consider that when making these changes.

There were no written or zoom comments in opposition of this item.

**Motion** - made by Councilmember Rob Turner to close public hearing. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

Mayor Cobble clarified the changes to the code previously and explained why the changes to the text definitions were necessary.

**Motion** - made by Mayor Pro Tem George Turner to approve TMOD 22-001 to include corrections pointed out between the text and use chart provided they are validated. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

## **IX. CONSENT AGENDA**

## **X. APPOINTMENTS**

## **XI. REPORTS & PRESENTATIONS**

- a. Presentation** - Mayor's Special Acknowledgements - *Mayor Jazzmin Cobble*

## **XII. OLD BUSINESS**

- a. For Decision** - Decriminalization of Marijuana - 2nd Read - *Mallory Minor*

Mallory Minor, Court Clerk, gave a brief introduction.

**Motion** - made by Councilmember Rob Turner to approve the Decriminalization of Marijuana Ordinance. Councilmember Tara Graves seconded.

Tammy Grimes stated her un-readiness. She asked if the motion should include language specifying an ounce or less or less than an ounce. Attorney Winston Denmark stated that the motion should reference the Ordinance to avoid confusion.

**Motion** was amended by Councilmember Rob Turner to add Ordinance 16-54.

**Motion passed unanimously.**

- b. For Decision** - SPD22-0000010 Preliminary Plat for Crestwind Township - *Ray White*

Planning and Zoning Director, Ray White, gave an introduction. He stated that staff recommended a 30 day deferral.

Michelle Battle, representing the applicant, explained that they are not seeking a rezoning and are seeking townhomes under the tier 3 overlay district. She also stated that the applicant confers with the Staff's recommendation for a 30 day deferral.

**Motion** - made by Councilmember Tara Graves to defer SPD22-0000010 Preliminary Plat for Crestwind Township. Councilmember Rob Turner seconded.

**Motion passed unanimously.**

**c. For Decision** - SPD22-000011 Stonecrest Estates Preliminary Plat - *Ray White*

Ray White, Planning and Zoning Director, gave an introduction. He stated the developer is not ready for consideration and changes that are necessary have not been completed. The applicant is asking deferral to the next Council meeting. Ray White stated it is the staff's recommendation to defer this item.

**Motion** - made by Councilmember Tammy Grimes to approve the deferral of SPD22-000011 Stonecrest Estates Preliminary Plat to the September 26, 2022 Council Meeting. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

**d. For Decision** - Carl Vinson Institute of Government Study - *Hari Karikaran*

Hari Karikaran, City Engineer, provided a brief introduction and stated that the Government Study item is not ready for decision.

**Motion** - made by Councilmember Tammy Grimes to defer the Carl Vinson Institute of Government Study item to the September 26, 2022 Council Meeting or a Special Called Meeting before that date. Councilmember Rob Turner seconded.

**Motion passed unanimously.**

### **XIII. NEW BUSINESS**

**a. For Decision** - URA Resolution - *Winston Denmark*

Winston Denmark gave an introduction and stated the goal of the Resolution would be to amend the URA to include the building the City Hall currently sits in and allow for a real estate transaction to take place.

**Motion** - made by Councilmember Rob Turner to approve the Resolution declaring the City Hall building as a site of the City of Stonecrest Urban Redevelopment Area. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

**b. For Decision** - ARPA - *Janice A. Jackson*

Janice Jackson, City Manager, gave an introduction and explanation of suggestions, along with Markus Wilson of Berry Dunn.

Mayor Jazzmin Cobble gave a presentation of her recommendations. There was much discussion about recommendations and suggestions to begin the allocation of ARPA funds.

**Motion** - made by Councilmember Tammy Grimes to give the City Manager and staff the green light to move forward on recreational support, business support, new youth

programs, Citizens Academy, parks upgrades and education support. Councilmember Rob Turner Seconded.

**Motion passed unanimously.**

#### **XIV. CITY MANAGER UPDATE**

City Manager Janice Allen Jackson thanked Council for their work on the APRA item.

#### **XV. MAYOR AND COUNCIL COMMENTS**

No comments from Mayor or Council.

#### **XVI. EXECUTIVE SESSION**

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

**Motion** - made by Councilmember Rob Turner to enter Executive Session for Real Estate and Personnel matters. Councilmember Tara Graves seconded.

**Motion passed unanimously.**

**Motion** - made by Councilmember Rob Turner to come out of Executive Session and return to the regular City Council meeting. Councilmember Tammy Grimes seconded.

**Motion passed unanimously.**

**Motion** - made by Councilmember Rob Turner to approve the minutes from Executive Session. Councilmember Tammy Grimes seconded.

**Motion passed unanimously.**

#### **XVII. ADJOURNMENT**

**Motion** - made by Councilmember Tammy Grimes to adjourn the Council meeting at 11:17pm. Councilmember Rob Turner seconded.

**Motion passed unanimously.**

#### *Americans with Disabilities Act*

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## CITY COUNCIL AGENDA ITEM

**SUBJECT: RZ-22-002 IDI REZONING**

**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):** 07/25/22 & Click or tap to enter a date.

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

**Current Council Meeting:** Monday, September 26, 2022

**SUBMITTED BY:** Keedra T. Jackson, Senior Planner of Planning & Zoning

**PRESENTER:** Ray White, Director of Planning & Zoning

**PURPOSE:** The applicant is requesting to rezone the subject properties from M and M-2 for the development of three warehouse building

**FACTS:** The applicant is requesting to rezone the 188.140 +/- acres of the subject property from M (Light Industrial) District and M-2 (Heavy Industrial) District to M (Light Industrial) District to allow the development of a three-building warehouse project. Subject Property consisting of three warehouse buildings totaling ±1,932,122 square feet, parking, and associated site improvements. The Applicant intends to rezone all parcels comprising the Subject Property to the M zoning district to create a uniform zoning for the development and allow the consolidation and replatting of the property in the future. In addition, the Applicant seeks to amend the conditions of zoning to better align with current design practices and to allow the Proposed Development.

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

**RECOMMENDED ACTION:** Approval/Conditions



## CITY COUNCIL AGENDA ITEM

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### ATTACHMENTS:

- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - IDI Rezoning Ordinance
- (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.





## PLANNING COMMISSION

Planning Commission August 2, 2022 / Mayor and City Council Meeting September 26, 2022

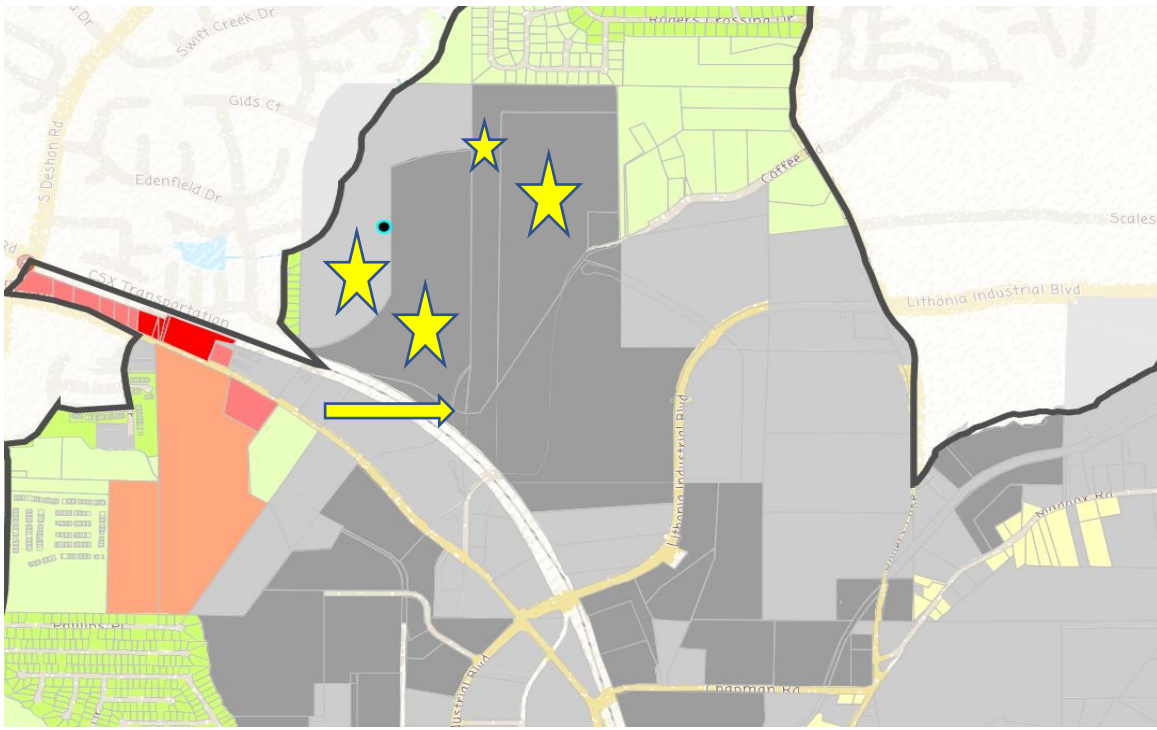
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### GENERAL INFORMATION

<b>Petition Number:</b>	RZ-22-002
<b>Applicant:</b>	Nick Faber, IDI Logistics
<b>Owner:</b>	James W. Kelly, Jr. and Daniel H. Kelly
<b>Project Location:</b>	2300, 2330, 2368 and 2376 South Stone Mountain Lithonia Rd and 1801 Coffee Rd.
<b>Parcels:</b>	16-125-01-002, 16-125-01-153, 16-124-01- 003, 16-132-01-019, and 16-132-01-001).
<b>District:</b>	District 1
<b>Acreage:</b>	188.140 +/- acres
<b>Existing Zoning:</b>	M (Light Industrial) / M-2 (Heavy Industrial)
<b>Proposed Zoning:</b>	M (Light Industrial)
<b>Comprehensive Plan Community: Area Designation</b>	HIND (Heavy Industrial)
<b>Proposed Development/Request:</b>	The applicant is requesting to rezone the subject properties from M and M-2 for the development of three warehouse building
<b>Staff Recommendations:</b>	<i>Approval/Conditional</i>
<b>Planning Commission</b>	August 2 <sup>nd</sup> Recommended Approval with Conditions
<b>City Council</b>	July 25 <sup>th</sup> deferred back to Planning Commission for due to incorrect legal ad, property deed and survey; August 22 <sup>nd</sup> deferred for 30 days due to incorrect date on the sign posting

**PLANNING COMMISSION**

**Zoning Map**



**Zoning Case: RZ-22-002**

**Address: 2300, 2330, 2368, 2376 South Stone Mountain Lithonia Rd and 1801 Coffee Rd.**

**Current Zoning: M (Light Industrial) and M-2 (Heavy Industrial)**

**Proposed Zoning: M (Light Industrial)**



**Subject Property**

**PLANNING COMMISSION**  
**Aerial Map**

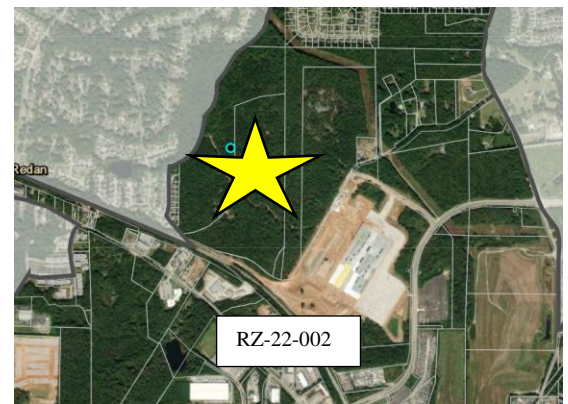


**PROJECT OVERVIEW**

**Location**

The subject properties are located at 2300, 2330, 2368, 2376 South Stone Mountain Lithonia Road and 1801 Coffee Road (Parcel IDs: 16-125-01-002, 16-125-01-153, 16-124-01-003, 16-132-01-019, and 16-132-01-001). The Subject Property consists of a ±188.140-acre assemblage off five parcels located in Land Lots 124, 125 and 132, 16th District, City of Stonecrest, DeKalb County, Georgia (“Subject Property”).

The property is bounded by Deshon Estates to the west, by The Villas at Rogers Crossing to the north and Home Depot to the southeast. Located to the south is CRX Transportation Services.



**Subject Property**





## PLANNING COMMISSION

The 1981 Rezoning was subject to seventeen conditions, the following conditions are what the applicant is seeking to amend:

1. The height of any building located on the site shall not exceed 40 feet. (#7)
2. All buildings shall use earth tone colors the same being defined as colors which shall attempt to blend with the landscape and foliage located on property. (#10)
3. The fronts of all buildings constructed on the property shall use some brick veneer, stone, wood, or a mixture of some of the same. (#11)
4. Access to the site shall be limited to the Stone Mountain-Lithonia Road or Coffey Road and no streets shall be connected to any existing street or future street which runs, or is to run, through any adjacent residentially zoned property. This paragraph does not apply to Coffey Road. (#14)
5. A cyclone fence of not less than 6 feet in height shall be placed on the North and West property lines of said property. (#17)

The applicant is proposing modern warehouse facilities that will exceed 40 feet in height (48 feet). In addition, tilt-up panel construction has become an industry standard for modern warehouse design and concrete block has become less widely used, as envisioned in the 1981 Rezoning conditions. Furthermore, the 1981 Rezoning conditions call for a cyclone fence along the property lines. The Applicant's site design will provide additional landscaped buffers in lieu of the cyclone fence. The applicant will be providing a minimum of a 150-foot of vegetated buffer (the 150-foot buffer will be composed of 75-foot undisturbed and 75-foot landscaped buffers) along the north and west property lines. In areas where the proposed grading will encroach into the 150' buffer the Applicant will replant with landscaping. Lastly, the 1981 Rezoning requires access to South Stone Mountain Lithonia Road and Coffee Road. The applicant is proposing to utilize Stonecrest Industrial Way areas. the Applicant now seeks to modify the above conditions to match the following wording:

7. The height of any building located on the site shall not exceed 50 feet.

10. All buildings shall use colors in general accordance with the concept elevations.

11. The fronts of any and all buildings constructed on the property will be of a tilt-up concrete panel construction with a color in accordance with the elevations referenced in condition.

14. Access to the site shall be limited to the Stonecrest Industrial Way or Coffey Road and no streets shall be connected to any existing street or future street which runs, or is to run, through any adjacent residentially zoned property. This paragraph does not apply to Coffey Road.

7. A 75-foot vegetated landscape strip shall be placed on the North and West property lines as generally depicted on the site plan, dated February 28, 2022.

The applicant is seeking the following Parking requests:

RZ-22-2002

Planning Commission, September 26, 2022

KJ

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## PLANNING COMMISSION

	1,007,900	
<b>BUILDING 1:</b>	<b>SF</b>	
<b>DOCK DOORS</b>	<b>180</b>	
<b>AUTO PARKING</b>	<b>503</b>	
<b>TRAILER</b>		
<b>PARKING</b>	<b>228</b>	<b>(FUTURE 120)</b>

	456,840	
<b>BUILDING 2:</b>	<b>SF</b>	
<b>DOCK DOORS</b>	<b>107</b>	
<b>AUTO PARKING</b>	<b>386</b>	
<b>TRAILER</b>		
<b>PARKING</b>	<b>120</b>	

	467,382	
<b>BUILDING 3:</b>	<b>SF</b>	
<b>DOCK DOORS</b>	<b>94</b>	
<b>AUTO PARKING</b>	<b>379</b>	
<b>TRAILER</b>		
<b>PARKING</b>	<b>99</b>	

<b>Total Auto Parking:</b>	<b>1268</b>	
<b>Total Trailer</b>		
<b>Parking:</b>	<b>447</b>	<b>(FUTURE 120)</b>
<b>Total Loading Docks:</b>	<b>381</b>	

**Required Parking (Warehouse)**  
**Min. 1 space per 2,500 sf of Floor Area**  
**Max. 1 space per 500 sf of Floor Area**

	<b>Floor Area</b>	<b>Min Parking Req.</b>	<b>Max. Parking</b>
<b>BUILDING 1</b>	<b>1,007,900</b>	<b>403.16</b>	<b>2015.8</b>
<b>BUILDING 2</b>	<b>456,840</b>	<b>182.74</b>	<b>913.68</b>
<b>BUILDING 3</b>	<b>467,382</b>	<b>186.95</b>	<b>934.76</b>

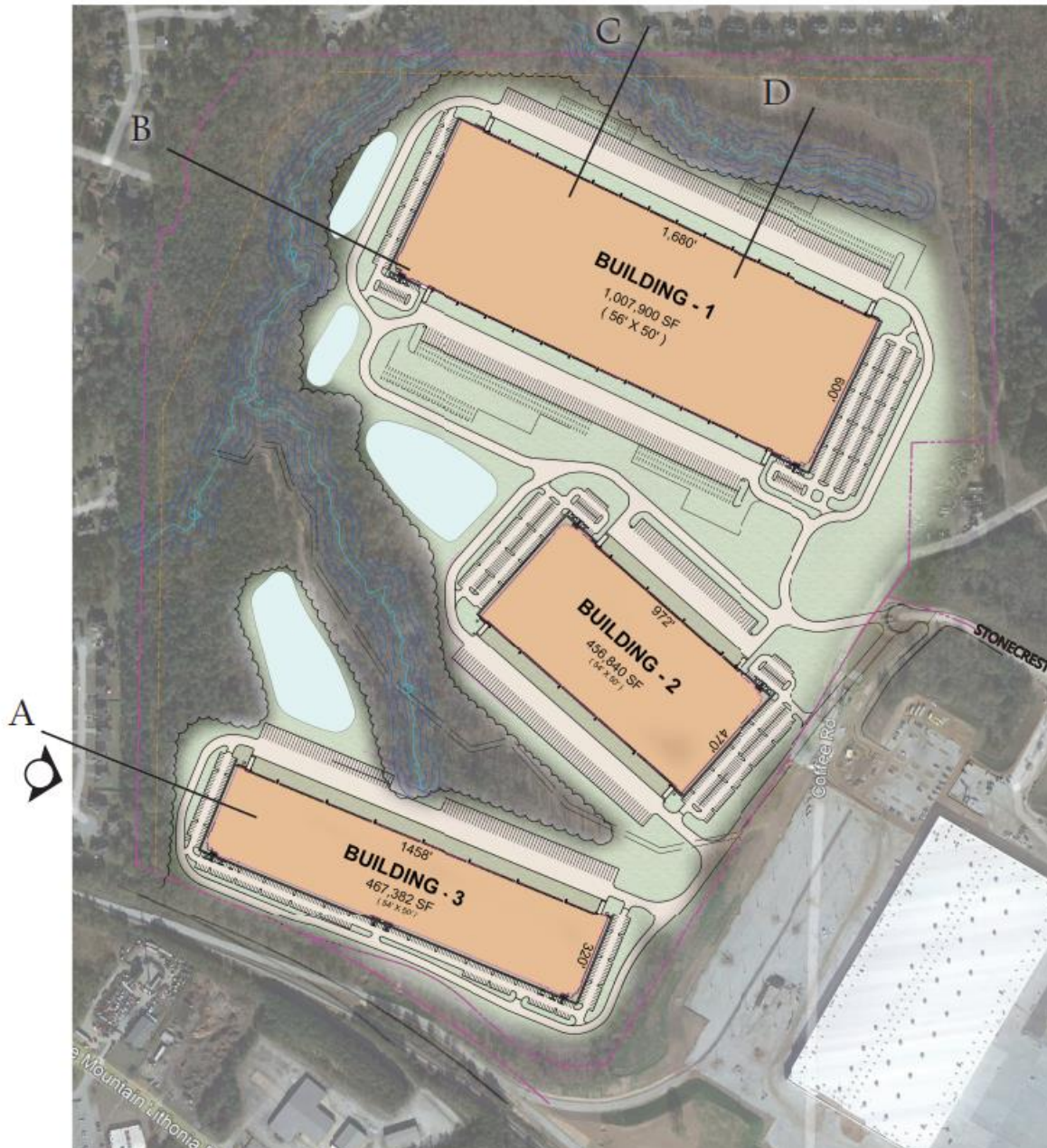
**Required Loading (Warehouse)**  
**3 spaces up to 99,000 sf + 1 space per  
 additional 10,000 sf**

	<b>Floor Area</b>	<b>Min Loading Spaces</b>
<b>BUILDING 1</b>	<b>1,007,900</b>	<b>93.79</b>
<b>BUILDING 2</b>	<b>456,840</b>	<b>38.68</b>
<b>BUILDING 3</b>	<b>467,382</b>	<b>39.74</b>

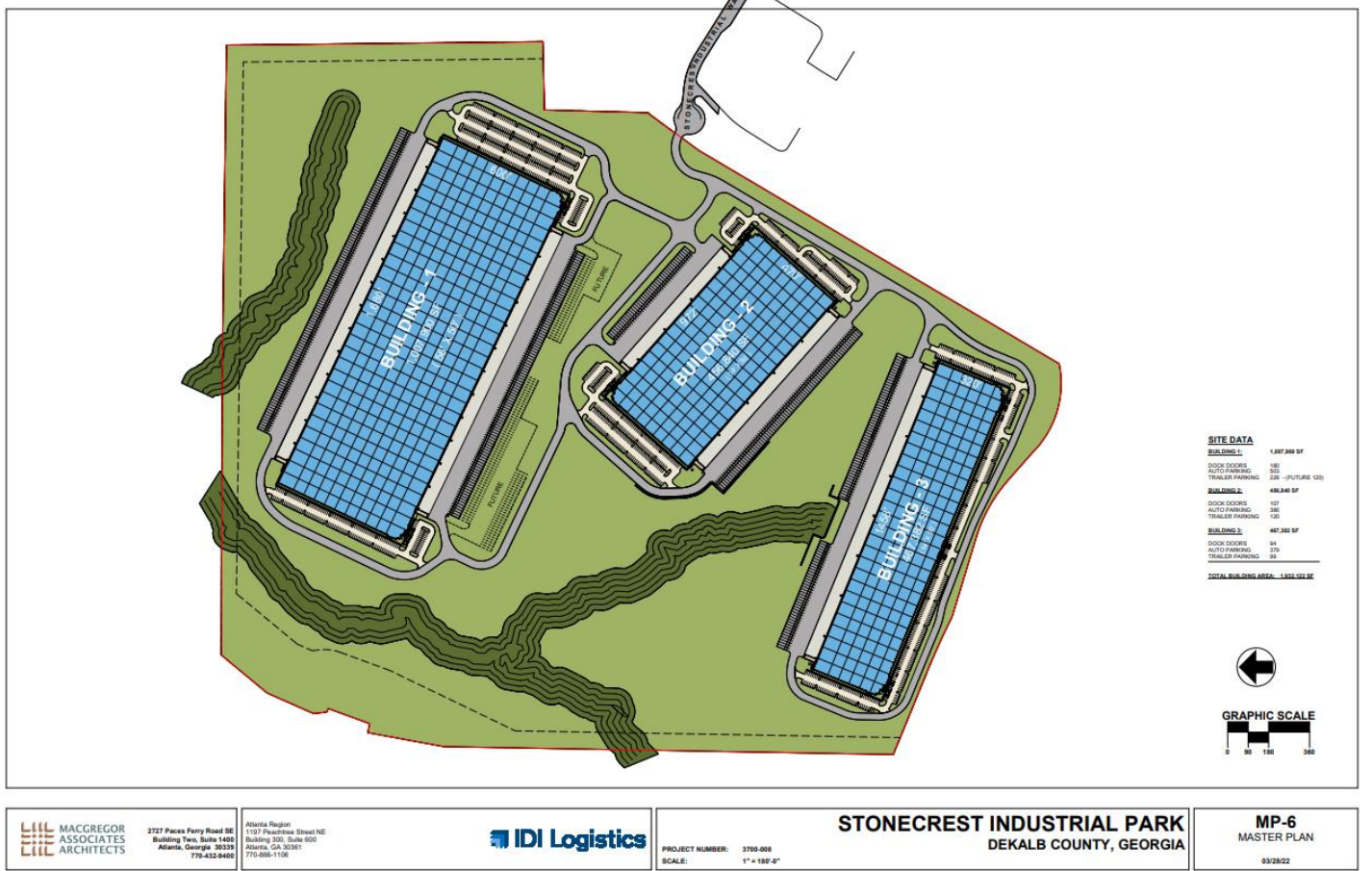
**Article 6, Section 6.1.5- "One space for each 500 square feet of floor area"**

PLANNING COMMISSION

Conceptual Site Plan



## PLANNING COMMISSION



## Public Participation

Community Planning Information Meeting was on May 24, 2022. There were no surrounding property owner to speak in opposition of the rezoning petition.





## PLANNING COMMISSION

### **STANDARDS OF REZONING REVIEW**

Section 7.3.4 of the Stonecrest Zoning Ordinance list eight factors to be considered in a technical review of a zoning case completed by the Community Development Department and Planning Commission. Each element is listed with staff analysis.

- **Whether the proposed land use change will permit uses that are suitable in consideration of the use and development of adjacent and nearby property or properties.**

As shown in the table below, the subject property is surrounded by industrial and residential development. \*  
*Please see the map below table*

ADJACENT ZONING AND LAND USE		
	Zoning	Zoning Land Use
Adjacent: North	RSM(Residential Small Lot) District	Single-family (The Villas at Rogers Crossing)
Adjacent: East	M (Light Industrial) District	Industrial (Home Depot Flatbed Distribution)
Adjacent: South	M (Light Industrial) District	Industrial (CSX Transportation)
Adjacent: West	R-100 (Med Residential) District and RSM (Residential Small Lot) District	Residential (Deshong Estates Subdivision)



## PLANNING COMMISSION

### Zoning Criteria, Analysis and Comments

- **Whether the proposed land use change will adversely affect the existing use or usability of adjacent or nearby property or properties.**

The existing land use is Heavy Industrial and will not adversely affect the existing use or usability of adjacent or nearby property or properties. The current zoning of the property is the recommended zoning classification for the proposed land use and would be similar to adjacent property and properties.

- **Whether the proposed land use change will result in uses which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.**

There is one full-access point proposed on Stonecrest Industrial Way within the cul-du-sac, which it is planned to connect to Lithonia Industrial Boulevard. Lithonia Industrial Boulevard provides connection to the regional truck route Rock Chapel Road which is a Regional Thoroughfare and Regional Truck Route. The project is expected to generate a total of 2,012 daily new car trips and 1,036 daily new truck trips. The Transportation Impact Study does not recommend any roadway improvement conditions of approval.

- **Whether the amendment is consistent with the written policies in the comprehensive plan text and any applicable small areas studies.**

The proposed use of a warehouse facility is in accordance with the written policies in the Stonecrest comprehensive plan. The land use designation for the subject properties is HIND, Heavy Industrial.

- **Whether there are potential impacts on property or properties in an adjoining governmental jurisdiction, in cases of proposed changes near county or municipal boundary lines.**

On March 17, 2022, A DRI review of a proposal to construct 1,904,300 SF of industrial space on a 138.12 site on Stonecrest Industrial Way in the City of Stonecrest in Dekalb County. Currently the entire site is forested with significant stream and wetland areas. Three one-story industrial space buildings are proposed: Building 1 with 445,500 SF; Building 2 with 456,840 SF; and Building 3 with 1,002,000 SF. A total of 1,286 car parking spaces and 780 truck/trailer spaces are included. The local DRI review trigger is an application for a land disturbance permit. There will be one phase with build-out expected in 2024.

The site is currently entirely wooded. Additional retention of existing trees on the site would be desirable and in keeping with regional goals regarding carbon sequestration and climate change/heat island effect mitigation. The project can further support The Atlanta Region's Plan in general by incorporating other aspects of regional policy, including green infrastructure and/or low-impact design, e.g., pervious pavers, rain gardens, vegetated swales, etc., in parking areas and site driveways, and as part of any improvements to site frontages. Approximately 33



## PLANNING COMMISSION

acres of the site are shown as not disturbed on the site plan. This includes site boundary buffer and stream buffer areas. There may be potential opportunities for linking these fragmented undeveloped areas with adjacent undeveloped or protected areas to ensure their maintenance and productive use.

- **Whether there are other existing or changing conditions affecting the use and development of the affected land areas which support either approval or denial of the proposed land use change.**

There are existing conditions affecting the use and development of the proposed warehouse facility as to why the applicant is seeking a rezoning to amend conditions Z-81143. The current zoning of the property (M) is a permitted zoning classification of warehouse and truck parking.

- **Whether there will be an impact on historic buildings, sites, districts or archaeological resources resulting from the proposed change.**

There are currently no historic buildings, sites, districts, or archaeological resources on the subject property, therefore there will be no impact on historic buildings.

## STANDARDS OF REZONING REVIEW

*Section 7.3.5 of the Stonecrest Zoning Ordinance list eight factors to be considered in a technical review of a zoning case completed by the Community Development Department and Planning Commission. Each element is listed with staff analysis.*

- **Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property or properties.**

Yes. The Proposed Development will complement the existing industrial development in the area and will fully mitigate its impacts on the adjacent single family residential to the north and west. Additionally, the Applicant's request will not result in a different use than what is allowed under the current zoning, rather to seek a uniform zoning and to make technical changes to the current conditions to allow an updated design. Also, there is no proposed change in intensity beyond what is allowed under the current M-2 and M zoning districts. In addition, the Applicant is proposing enhanced buffers that are a minimum of 150 feet wide along the northern and western property lines to mitigate any impacts on the adjacent property. See attached as Exhibit 3, the concept sight-line sections illustrating the proposed buffers. As a result, the requested modification will have no bearing on the use and development of adjacent properties and will be a positive improvement in design over what the 1981 Rezoning allows.

- **Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan.**

The subject property is located within the Heavy Industrial character area of the Stonecrest Comprehensive Plan. The character area intends to lend to both industrial and single-family dwellings in unincorporated DeKalb



## PLANNING COMMISSION

County. The proposed zoning change and development of residential development would be in keeping with the policy and intent of the comp plan.

- **Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.**

The property is currently zoned M, which permits the development of a light industrial use such as warehousing. The property is also located in residential/industrial area where industrial uses are heavily present. The property does have reasonable economic use as currently zoned.

- **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property or properties.**

The proposed zoning proposal is not anticipated to have a negative impact on the existing use or usability of adjacent or nearby properties. Staff believes the applicant has shown good faith by reaching out to staff several months in advance to discuss the proposed project and has conducted independent meetings with the surrounding community.

- **Whether there are other existing or changing conditions affecting the use and development of the property, which gives supporting grounds for either approval or disapproval of the zoning proposal.**

There are existing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal. The current zoning is the same proposed zoning classification.

- **Whether the zoning proposal will adversely affect historic buildings, sites, districts, or archaeological resources.**

There are currently no historic buildings, sites, districts, or archaeological resources on the subject property.

- **Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.**

The zoning proposed would not cause excessive burdensome; however limited existing infrastructure in these areas will constrain the amount of additional growth that is possible. Transportation improvements are needed within these Developing Suburbs, but care should be taken not to spur unwanted growth. No EV charging stations are proposed; inclusion of some EV charging stations would be supportive of regional EV infrastructure development plans.

- **Whether the zoning proposal adversely impacts the environment or surrounding natural resources.**

The zoning proposal will not adversely impact the environment or surrounding natural resources.



## PLANNING COMMISSION

### **STAFF RECOMMENDATION**

Staff recommends **APPROVAL/CONDITIONS** of RZ-22-002. The conditions are the following:

1. The applicant shall provide a minimum of 250 feet buffer of natural vegetation between the adjacent residential dwellings along the western and southern property line and 200 feet with 50 feet disturbed and replanted for the northern side (Rogers Lake Crossing) of the property line.
2. The applicant shall dedicate the conservation areas to the City of Stonecrest
3. The applicant shall supply at least 4 EV parking spaces
4. A 50 foot undisturbed, buffer shall be provided along the Western property line South of Lot 31 Block D of Deshong Estates to the Railroad Right-of-way, as shown on said site plan.
5. The applicant shall provide a landscape plan for the entrance off of Coffey Road or either Stone Mountain-Lithonia Road.
6. Any and all roadways, proposed streets, or industrial boulevards found within the site shall be grassed to the edge of the right-of-way, said right-of-way to be not less than 60 feet.
7. All surface water retention facilities shall be designed to 10% above requirements as set forth in the DeKalb County Code.
8. The height of any building shall not exceed 50 feet in height.
9. Rear yard loading and unloading shall be prohibited on all buildings constructed on property which is adjacent to Deshong Estates.
10. No building located on property adjacent to Deshong Estates shall have exposed concrete block.
11. All lighting on buildings located on property adjacent to any existing R-100 zoned property shall be focused and directed toward the building and away from said existing R-100 property.
12. Internal lit signs are prohibited on the property
13. No lights shall be located above the roofline of any building
14. All lights shall be of concealed source type so that the illumination therefrom shall be controlled in a particular direction away from Deshong Estates and Rogers Lake Crossing
15. Signs above the roofline are prohibited
16. Access to the site shall be limited to the Stonecrest Industrial Way or Coffey Road and no streets shall be connected to any existing street or future street which runs, or is to run, through any adjacent residentially zoned property. This paragraph does not apply to Coffey Road.
17. There shall be no discharge of any sewage or waste water into Swift Creek.
18. All truck access shall be through Stonecrest Industrial Way and not through Coffee Road or Rogers Lake Road.
19. All Truck traffic shall be limited to Lithonia Industrial Blvd, through Stonecrest Industrial Way.
20. A plat showing the connection of Stonecrest Industrial Way rights-of-way to the property line for the proposed road shall be provided.
21. Complete any missing sidewalks on Stonecrest Industrial Way to provide pedestrian access to sidewalk on Lithonia Industrial Blvd.
22. Applicant shall produce a Performance Bond compliant to the Stonecrest regulations prior to the issuance of the Land Disturbance Permit

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

**ORDINANCE NO. \_\_\_\_ - \_\_\_\_\_**

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST TO AMEND THE OFFICIAL ZONING MAP OF CITY OF STONECREST, GEORGIA BY REZONING CERTAIN PARCELS LOCATED AT 2300, 2330, 2368 AND 2376 SOUTH STONE MOUNTAIN LITHONIA ROAD AND 1801 COFFEE ROAD IN DISTRICT 1 FROM M(LIGHT INDUSTRIAL/M-2(HEAVY INDUSTRIAL) TO M(LIGHT INDUSTRIAL); TO PROVIDE SEVERABILITY; TO PROVIDE A PENALTY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PUPOSES.**

**WHEREAS**, the governing body of the City of Stonecrest (“City”) is the Mayor and City Council thereof; and

**WHEREAS**, Article IX, Section II, Paragraph IV of the 1983 Constitution of the State of Georgia authorizes the City to adopt plans and exercise the power of zoning; and

**WHEREAS**, the governing authority of the City is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government; and

**WHEREAS**, the governing authority of the City has considered one or more of the criteria of a rezoning request, provided in Section Sec. 7.3.1. Division 3. - Zoning And Comprehensive Plan Amendments and Procedures of Article VII (“Administration”) in Chapter 27 (“Zoning”) of the Code of Ordinances, City of Stonecrest, Georgia; and

26           **WHEREAS**, the Mayor and City Council desire to amend Official Zoning Map,  
27  
28   City of Stonecrest, Georgia, by rezoning certain properties located at 2300, 2330, 2368 And 2376  
29   South Stone Mountain Lithonia Road And 1801 Coffee Road In District 1; and

30           **WHEREAS**, the governing authority of the City desires to rezone the following parcels of  
31   real property 1Parcels 16-125-01-002, 16-125-01-153, 16-124-01- 003, 16-132-01-019, and 16-  
32   132-01-001 in District 1; and

33           **WHEREAS**, from time-to-time rezoning may be proposed for public necessity,  
34  
35   general welfare, or sound zoning practice that justify such action; and  
36

37           **WHEREAS**, the City at its incorporation adopted the DeKalb County zoning map which  
38  
39   rezoned the two of the five total parcels that comprise the subject property from M(Light  
40   Industrial/M-2(Heavy Industrial) To M(Light Industrial) zoning district pursuant to zoning  
41   ordinance Z-81143 in November 24, 1981 when the subject parcels were then located in  
42   unincorporated DeKalb County, Georgia; and

43           **WHEREAS**, the November 24, 1981 zoning ordinance Z-81143 had seventeen conditions  
44  
45   (17) which prevents owner of subject property to develop a three-building warehouse therein that  
46  
47   would create a uniform zoning for the development in the area, to allow the consolidation and  
48  
49   replating of the subject property in the future, and amend the conditions of zoning to better align  
50  
51   with current design practices for the proposed development; and  
52

53           **WHEREAS**, the City desires the owner of subject property to update the legal description  
54  
55   of the subject property and have it properly recorded with the DeKalb Superior Court to comply  
56  
57   with the zoning requirements for a three-building warehouse on the subject property; and  
58

59           **WHEREAS**, the City desires to change the subject properties from M (Light Industrial)  
60

61 District and M-2 (Heavy Industrial) District to M (Light Industrial) District to allow the  
62 development of a three-building warehouse that will complement the existing industrial  
63 development in the area and will fully mitigate its impacts on the adjacent single family residential  
64 development in the area and will fully mitigate its impacts on the adjacent single family residential  
65 to the north and west of the subject properties after the owner of the subject properties meets its  
66 obligations to update the legal description of its subject properties; and  
67  
68  
69

70  
71 **WHEREAS**, the City's Planning Commission recommends approved  
72 based on the City Staff Report and said report is hereby incorporated by reference herein; and  
73  
74

75 **WHEREAS**, a public hearing pursuant to the provisions of the Zoning Procedures Act has  
76 been properly held prior to the adoption of this Ordinance; and  
77  
78

79 **WHEREAS**, the health, safety, and welfare of the citizens of the City will be positively  
80 impacted by the adoption of this Ordinance.  
81  
82

83 **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL**  
84 **OF THE CITY OF STONECREST, GEORGIA**, and by the authority thereof:  
85  
86

87 **Section 1.** The parcels of real property found in Exhibit "A" are hereby rezoned to the  
88 zoning designation M(Light Industrial) from M(Light Industrial/M-2(Heavy Industrial) as said  
89 designation is described in Chapter 27 ("Zoning") of the Code of Ordinances, City of Stonecrest,  
90 Georgia.

91 **Section 2.** The rezoning of said parcels is indicated on the map which is attached hereto  
92 as Exhibit "B" and is incorporated herein by reference. The rezoning indicated in Section 1 herein  
93 and in Exhibit A attached hereto is to be noted on the official City of Stonecrest Zoning Map  
94 approved by the City's Mayor and Council as soon as reasonably possible following adoption of



95 this Ordinance, along with an editorial note on the official City of Stonecrest Zoning Map  
96 specifying the parcels affected by this Ordinance and the date of adoption of this Ordinance.

97 **Section 3.** The Code of Ordinances of the City of Stonecrest, Georgia is hereby amended  
98 by replacing the portion of the Official Zoning Map, City of Stonecrest, Georgia, Parcels 16-125-  
99 01-002, 16-125-01-153, 16-124-01- 003, 16-132-01-019, and 16-132-01-001 in District 1 as  
100 depicted in Exhibit A attached hereto and made part by reference, and adopting the provisions set  
101 forth in Exhibit A attached hereto and made a part by reference. That the rezoned properties are  
102 located at 2300, 2330, 2368 And 2376 South Stone Mountain Lithonia Road And 1801 Coffee  
103 Road In District 1.

104 **Section 4.** That the rezoning of the subject properties is in alignment with the  
105 comprehensive plan and it does not require an amendment.

106 **Section 5.** The preamble of this Ordinance shall be considered to be and is hereby  
107 incorporated by reference as if fully set out herein.

108 **Section 6.** (a) It is hereby declared to be the intention of the Mayor and Council that all  
109 sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their  
110 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

111 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent  
112 allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is  
113 severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is  
114 hereby further declared to be the intention of the Mayor and Council that, to the greatest extent  
115 allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually  
116 dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.  
117  
118  
119  
120  
121

122 (c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for

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

**Section 7.** The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener's errors found in this Ordinance, including its exhibits, as enacted.

**Section 8.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

**Section 9.** The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Stonecrest.

**Section 10.** It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Stonecrest, Georgia.

**ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**[SIGNATURES TO FOLLOW]**

**CITY OF STONECREST, GEORGIA**

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**George Turner, Mayor Pro Tem**

**ATTEST:**

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**City Clerk**

**APPROVED AS TO FORM:**

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**City Attorney**

**EXHIBIT A**  
**(SEE ATTACHED)**



## PLANNING COMMISSION

Planning Commission August 2, 2022 / Mayor and City Council Meeting September 26, 2022

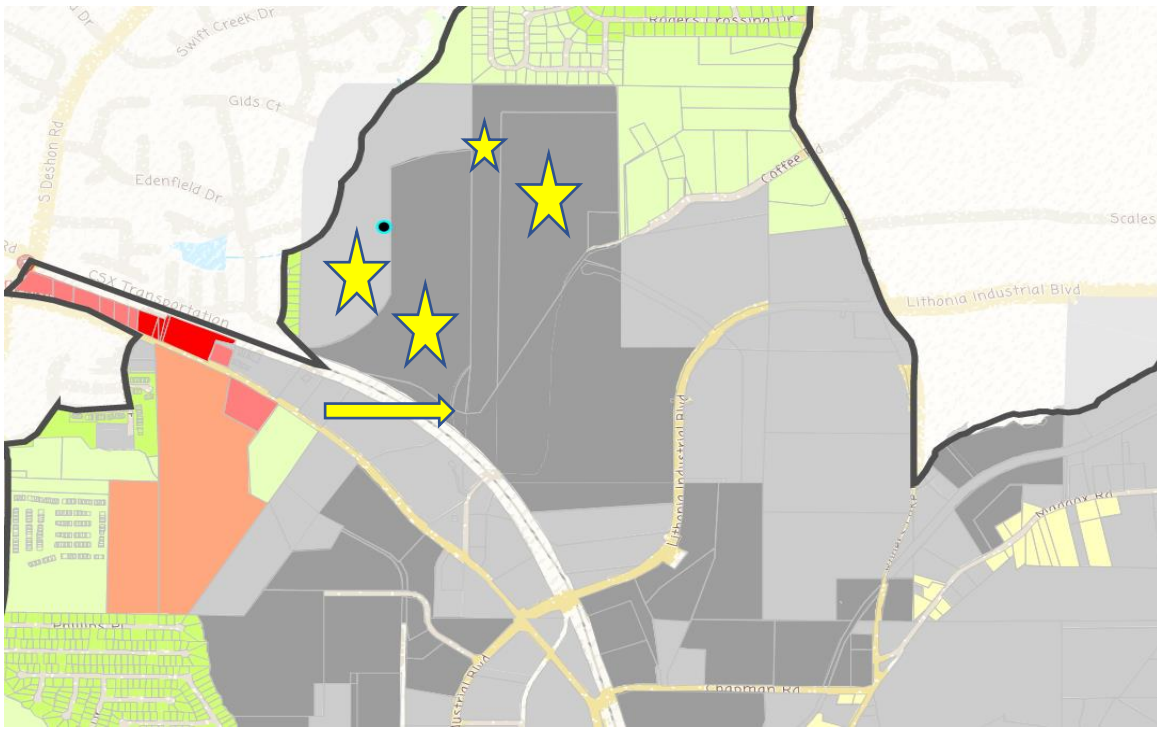
### GENERAL INFORMATION

<b>Petition Number:</b>	RZ-22-002
<b>Applicant:</b>	Nick Faber, IDI Logistics
<b>Owner:</b>	James W. Kelly, Jr. and Daniel H. Kelly
<b>Project Location:</b>	2300, 2330, 2368 and 2376 South Stone Mountain Lithonia Rd and 1801 Coffee Rd.
<b>Parcels:</b>	16-125-01-002, 16-125-01-153, 16-124-01- 003, 16-132-01-019, and 16-132-01-001).
<b>District:</b>	District 1
<b>Acreage:</b>	188.140 +/- acres
<b>Existing Zoning:</b>	M (Light Industrial) / M-2 (Heavy Industrial)
<b>Proposed Zoning:</b>	M (Light Industrial)
<b>Comprehensive Plan Community: Area Designation</b>	HIND (Heavy Industrial)
<b>Proposed Development/Request:</b>	The applicant is requesting to rezone the subject properties from M and M-2 for the development of three warehouse building
<b>Staff Recommendations:</b>	<i>Approval/Conditional</i>
<b>Planning Commission</b>	August 2 <sup>nd</sup> Recommended Approval with Conditions
<b>City Council</b>	July 25 <sup>th</sup> deferred back to Planning Commission for due to incorrect legal ad, property deed and survey; August 22 <sup>nd</sup> deferred for 30 days due to incorrect date on the sign posting



## PLANNING COMMISSION

### Zoning Map



### Zoning Case: RZ-22-002

**Address: 2300, 2330, 2368, 2376 South Stone Mountain Lithonia Rd and 1801 Coffee Rd.**

**Current Zoning: M (Light Industrial) and M-2 (Heavy Industrial)**

**Proposed Zoning: M (Light Industrial)**



**Subject Property**

**PLANNING COMMISSION**  
**Aerial Map**

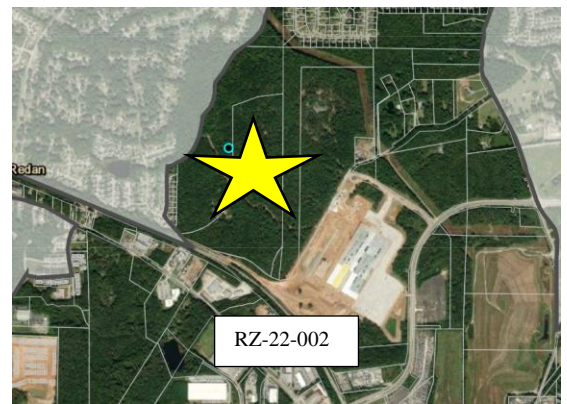


**PROJECT OVERVIEW**

**Location**

The subject properties are located at 2300, 2330, 2368, 2376 South Stone Mountain Lithonia Road and 1801 Coffee Road (Parcel IDs: 16-125-01-002, 16-125-01-153, 16-124-01-003, 16-132-01-019, and 16-132-01-001). The Subject Property consists of a ±188.140-acre assemblage off five parcels located in Land Lots 124, 125 and 132, 16th District, City of Stonecrest, DeKalb County, Georgia (“Subject Property”).

The property is bounded by Deshon Estates to the west, by The Villas at Rogers Crossing to the north and Home Depot to the southeast. Located to the south is CRX Transportation Services.

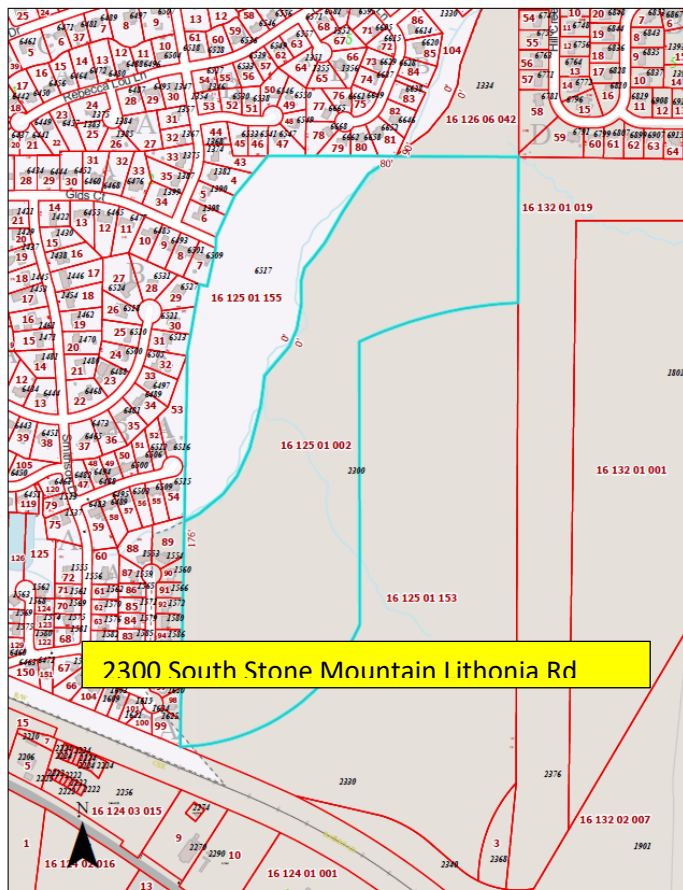


**Subject Property**

## PLANNING COMMISSION

### Background:

The applicant is requesting to rezone the 188.140 +/- acres of the subject property from M (Light Industrial) District and M-2 (Heavy Industrial) District to M (Light Industrial) District to allow the development of a three-building warehouse project. Subject Property consisting of three warehouse buildings totaling  $\pm 1,932,122$  square feet, parking, and associated site improvements. The Applicant intends to rezone all parcels comprising the Subject Property to the M zoning district to create a uniform zoning for the development and allow the consolidation and replatting of the property in the future. In addition, the Applicant seeks to amend the conditions of zoning to better align with current design practices and to allow the Proposed Development. On May 20, 2022, staff was advised by DeKalb County GIS there was a subdivision of Parcel # 16 125 01 002. Parcel 16 125 01 002 have total of 50.61 AC and newly created parcel 16 125 01 155 total acreage 18.08 AC.



Two of the five total parcels that comprise the Subject Property were rezoned on November 24, 1981, then located in unincorporated DeKalb County, from R-100 (Single Family Residential) to M Light Industrial and M-2 Heavy Industrial zoning district pursuant to zoning ordinance Z-81143. Although the subject property was incorporated under the jurisdiction of the City of Stonecrest when it was incorporated, this did not eradicate the 1981 Rezoning conditions. Zoning conditions stay with the land.





## PLANNING COMMISSION

The 1981 Rezoning was subject to seventeen conditions, the following conditions are what the applicant is seeking to amend:

1. The height of any building located on the site shall not exceed 40 feet. (#7)
2. All buildings shall use earth tone colors the same being defined as colors which shall attempt to blend with the landscape and foliage located on property. (#10)
3. The fronts of all buildings constructed on the property shall use some brick veneer, stone, wood, or a mixture of some of the same. (#11)
4. Access to the site shall be limited to the Stone Mountain-Lithonia Road or Coffey Road and no streets shall be connected to any existing street or future street which runs, or is to run, through any adjacent residentially zoned property. This paragraph does not apply to Coffey Road. (#14)
5. A cyclone fence of not less than 6 feet in height shall be placed on the North and West property lines of said property. (#17)

The applicant is proposing modern warehouse facilities that will exceed 40 feet in height (48 feet). In addition, tilt-up panel construction has become an industry standard for modern warehouse design and concrete block has become less widely used, as envisioned in the 1981 Rezoning conditions. Furthermore, the 1981 Rezoning conditions call for a cyclone fence along the property lines. The Applicant's site design will provide additional landscaped buffers in lieu of the cyclone fence. The applicant will be providing a minimum of a 150-foot of vegetated buffer (the 150-foot buffer will be composed of 75-foot undisturbed and 75-foot landscaped buffers) along the north and west property lines. In areas where the proposed grading will encroach into the 150' buffer the Applicant will replant with landscaping. Lastly, the 1981 Rezoning requires access to South Stone Mountain Lithonia Road and Coffee Road. The applicant is proposing to utilize Stonecrest Industrial Way areas. the Applicant now seeks to modify the above conditions to match the following wording:

7. The height of any building located on the site shall not exceed 50 feet.

10. All buildings shall use colors in general accordance with the concept elevations.

11. The fronts of any and all buildings constructed on the property will be of a tilt-up concrete panel construction with a color in accordance with the elevations referenced in condition.

14. Access to the site shall be limited to the Stonecrest Industrial Way or Coffey Road and no streets shall be connected to any existing street or future street which runs, or is to run, through any adjacent residentially zoned property. This paragraph does not apply to Coffey Road.

7. A 75-foot vegetated landscape strip shall be placed on the North and West property lines as generally depicted on the site plan, dated February 28, 2022.

The applicant is seeking the following Parking requests:

RZ-22-2002

Planning Commission, September 26, 2022

KJ

5



## PLANNING COMMISSION

	1,007,900	
<b>BUILDING 1:</b>	<b>SF</b>	
<b>DOCK DOORS</b>	<b>180</b>	
<b>AUTO PARKING</b>	<b>503</b>	
<b>TRAILER</b>		
<b>PARKING</b>	<b>228</b>	<b>(FUTURE 120)</b>

	456,840	
<b>BUILDING 2:</b>	<b>SF</b>	
<b>DOCK DOORS</b>	<b>107</b>	
<b>AUTO PARKING</b>	<b>386</b>	
<b>TRAILER</b>		
<b>PARKING</b>	<b>120</b>	

	467,382	
<b>BUILDING 3:</b>	<b>SF</b>	
<b>DOCK DOORS</b>	<b>94</b>	
<b>AUTO PARKING</b>	<b>379</b>	
<b>TRAILER</b>		
<b>PARKING</b>	<b>99</b>	

<b>Total Auto Parking:</b>	<b>1268</b>	
<b>Total Trailer</b>		
<b>Parking:</b>	<b>447</b>	<b>(FUTURE 120)</b>
<b>Total Loading Docks:</b>	<b>381</b>	

**Required Parking (Warehouse)**  
**Min. 1 space per 2,500 sf of Floor Area**  
**Max. 1 space per 500 sf of Floor Area**

	<b>Floor Area</b>	<b>Min Parking Req.</b>	<b>Max. Parking</b>
<b>BUILDING 1</b>	<b>1,007,900</b>	<b>403.16</b>	<b>2015.8</b>
<b>BUILDING 2</b>	<b>456,840</b>	<b>182.74</b>	<b>913.68</b>
<b>BUILDING 3</b>	<b>467,382</b>	<b>186.95</b>	<b>934.76</b>

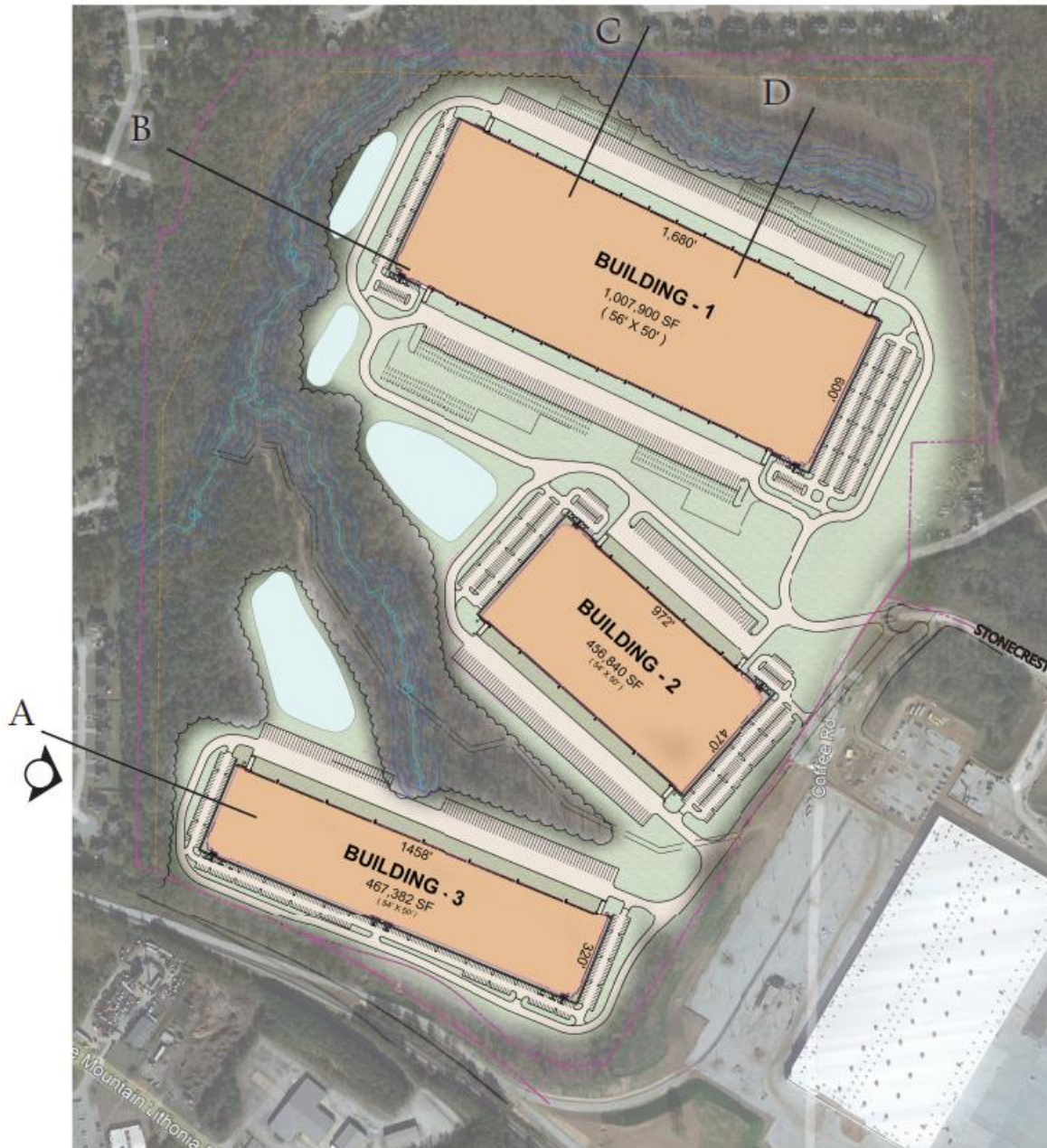
**Required Loading (Warehouse)**  
**3 spaces up to 99,000 sf + 1 space per  
 additional 10,000 sf**

	<b>Floor Area</b>	<b>Min Loading Spaces</b>
<b>BUILDING 1</b>	<b>1,007,900</b>	<b>93.79</b>
<b>BUILDING 2</b>	<b>456,840</b>	<b>38.68</b>
<b>BUILDING 3</b>	<b>467,382</b>	<b>39.74</b>

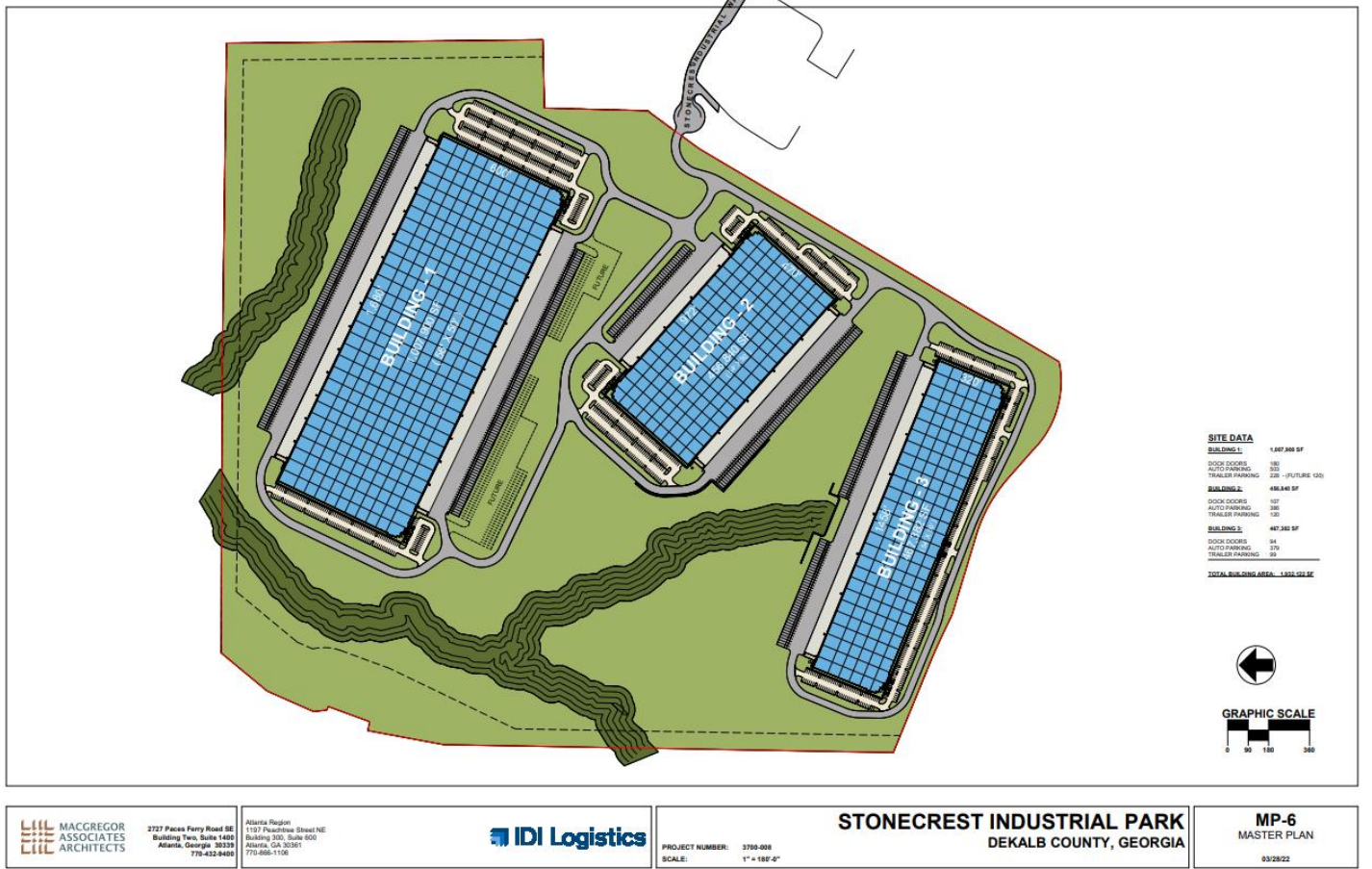
**Article 6, Section 6.1.5- "One space for each 500 square feet of floor area"**

PLANNING COMMISSION

Conceptual Site Plan



## PLANNING COMMISSION



## Public Participation

Community Planning Information Meeting was on May 24, 2022. There were no surrounding property owner to speak in opposition of the rezoning petition.





## PLANNING COMMISSION

### STANDARDS OF REZONING REVIEW

Section 7.3.4 of the Stonecrest Zoning Ordinance list eight factors to be considered in a technical review of a zoning case completed by the Community Development Department and Planning Commission. Each element is listed with staff analysis.

- **Whether the proposed land use change will permit uses that are suitable in consideration of the use and development of adjacent and nearby property or properties.**

As shown in the table below, the subject property is surrounded by industrial and residential development. \*  
*Please see the map below table*

ADJACENT ZONING AND LAND USE		
	Zoning	Zoning Land Use
Adjacent: North	RSM(Residential Small Lot) District	Single-family (The Villas at Rogers Crossing)
Adjacent: East	M (Light Industrial) District	Industrial (Home Depot Flatbed Distribution)
Adjacent: South	M (Light Industrial) District	Industrial (CSX Transportation)
Adjacent: West	R-100 (Med Residential) District and RSM (Residential Small Lot) District	Residential (Deshong Estates Subdivision)



## PLANNING COMMISSION

### Zoning Criteria, Analysis and Comments

- **Whether the proposed land use change will adversely affect the existing use or usability of adjacent or nearby property or properties.**

The existing land use is Heavy Industrial and will not adversely affect the existing use or usability of adjacent or nearby property or properties. The current zoning of the property is the recommended zoning classification for the proposed land use and would be similar to adjacent property and properties.

- **Whether the proposed land use change will result in uses which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.**

There is one full-access point proposed on Stonecrest Industrial Way within the cul-du-sac, which it is planned to connect to Lithonia Industrial Boulevard. Lithonia Industrial Boulevard provides connection to the regional truck route Rock Chapel Road which is a Regional Thoroughfare and Regional Truck Route. The project is expected to generate a total of 2,012 daily new car trips and 1,036 daily new truck trips. The Transportation Impact Study does not recommend any roadway improvement conditions of approval.

- **Whether the amendment is consistent with the written policies in the comprehensive plan text and any applicable small areas studies.**

The proposed use of a warehouse facility is in accordance with the written policies in the Stonecrest comprehensive plan. The land use designation for the subject properties is HIND, Heavy Industrial.

- **Whether there are potential impacts on property or properties in an adjoining governmental jurisdiction, in cases of proposed changes near county or municipal boundary lines.**

On March 17, 2022, A DRI review of a proposal to construct 1,904,300 SF of industrial space on a 138.12 site on Stonecrest Industrial Way in the City of Stonecrest in Dekalb County. Currently the entire site is forested with significant stream and wetland areas. Three one-story industrial space buildings are proposed: Building 1 with 445,500 SF; Building 2 with 456,840 SF; and Building 3 with 1,002,000 SF. A total of 1,286 car parking spaces and 780 truck/trailer spaces are included. The local DRI review trigger is an application for a land disturbance permit. There will be one phase with build-out expected in 2024.

The site is currently entirely wooded. Additional retention of existing trees on the site would be desirable and in keeping with regional goals regarding carbon sequestration and climate change/heat island effect mitigation. The project can further support The Atlanta Region's Plan in general by incorporating other aspects of regional policy, including green infrastructure and/or low-impact design, e.g., pervious pavers, rain gardens, vegetated swales, etc., in parking areas and site driveways, and as part of any improvements to site frontages. Approximately 33



## PLANNING COMMISSION

acres of the site are shown as not disturbed on the site plan. This includes site boundary buffer and stream buffer areas. There may be potential opportunities for linking these fragmented undeveloped areas with adjacent undeveloped or protected areas to ensure their maintenance and productive use.

- **Whether there are other existing or changing conditions affecting the use and development of the affected land areas which support either approval or denial of the proposed land use change.**

There are existing conditions affecting the use and development of the proposed warehouse facility as to why the applicant is seeking a rezoning to amend conditions Z-81143. The current zoning of the property (M) is a permitted zoning classification of warehouse and truck parking.

- **Whether there will be an impact on historic buildings, sites, districts or archaeological resources resulting from the proposed change.**

There are currently no historic buildings, sites, districts, or archaeological resources on the subject property, therefore there will be no impact on historic buildings.

## STANDARDS OF REZONING REVIEW

*Section 7.3.5 of the Stonecrest Zoning Ordinance list eight factors to be considered in a technical review of a zoning case completed by the Community Development Department and Planning Commission. Each element is listed with staff analysis.*

- **Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property or properties.**

Yes. The Proposed Development will complement the existing industrial development in the area and will fully mitigate its impacts on the adjacent single family residential to the north and west. Additionally, the Applicant's request will not result in a different use than what is allowed under the current zoning, rather to seek a uniform zoning and to make technical changes to the current conditions to allow an updated design. Also, there is no proposed change in intensity beyond what is allowed under the current M-2 and M zoning districts. In addition, the Applicant is proposing enhanced buffers that are a minimum of 150 feet wide along the northern and western property lines to mitigate any impacts on the adjacent property. See attached as Exhibit 3, the concept sight-line sections illustrating the proposed buffers. As a result, the requested modification will have no bearing on the use and development of adjacent properties and will be a positive improvement in design over what the 1981 Rezoning allows.

- **Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan.**

The subject property is located within the Heavy Industrial character area of the Stonecrest Comprehensive Plan. The character area intends to lend to both industrial and single-family dwellings in unincorporated DeKalb



## PLANNING COMMISSION

County. The proposed zoning change and development of residential development would be in keeping with the policy and intent of the comp plan.

- **Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.**

The property is currently zoned M, which permits the development of a light industrial use such as warehousing. The property is also located in residential/industrial area where industrial uses are heavily present. The property does have reasonable economic use as currently zoned.

- **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property or properties.**

The proposed zoning proposal is not anticipated to have a negative impact on the existing use or usability of adjacent or nearby properties. Staff believes the applicant has shown good faith by reaching out to staff several months in advance to discuss the proposed project and has conducted independent meetings with the surrounding community.

- **Whether there are other existing or changing conditions affecting the use and development of the property, which gives supporting grounds for either approval or disapproval of the zoning proposal.**

There are existing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal. The current zoning is the same proposed zoning classification.

- **Whether the zoning proposal will adversely affect historic buildings, sites, districts, or archaeological resources.**

There are currently no historic buildings, sites, districts, or archaeological resources on the subject property.

- **Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.**

The zoning proposed would not cause excessive burdensome; however limited existing infrastructure in these areas will constrain the amount of additional growth that is possible. Transportation improvements are needed within these Developing Suburbs, but care should be taken not to spur unwanted growth. No EV charging stations are proposed; inclusion of some EV charging stations would be supportive of regional EV infrastructure development plans.

- **Whether the zoning proposal adversely impacts the environment or surrounding natural resources.**

The zoning proposal will not adversely impact the environment or surrounding natural resources.





## PLANNING COMMISSION

### **STAFF RECOMMENDATION**

Staff recommends **APPROVAL/CONDITIONS** of RZ-22-002. The conditions are the following:

1. The applicant shall provide a minimum of 250 feet buffer of natural vegetation between the adjacent residential dwellings along the western and southern property line and 200 feet with 50 feet disturbed and replanted for the northern side (Rogers Lake Crossing) of the property line.
2. The applicant shall dedicate the conservation areas to the City of Stonecrest
3. The applicant shall supply at least 4 EV parking spaces
4. A 50 foot undisturbed, buffer shall be provided along the Western property line South of Lot 31 Block D of Deshong Estates to the Railroad Right-of-way, as shown on said site plan.
5. The applicant shall provide a landscape plan for the entrance off of Coffey Road or either Stone Mountain-Lithonia Road.
6. Any and all roadways, proposed streets, or industrial boulevards found within the site shall be grassed to the edge of the right-of-way, said right-of-way to be not less than 60 feet.
7. All surface water retention facilities shall be designed to 10% above requirements as set forth in the DeKalb County Code.
8. The height of any building shall not exceed 50 feet in height.
9. Rear yard loading and unloading shall be prohibited on all buildings constructed on property which is adjacent to Deshong Estates.
10. No building located on property adjacent to Deshong Estates shall have exposed concrete block.
11. All lighting on buildings located on property adjacent to any existing R-100 zoned property shall be focused and directed toward the building and away from said existing R-100 property.
12. Internal lit signs are prohibited on the property
13. No lights shall be located above the roofline of any building
14. All lights shall be of concealed source type so that the illumination therefrom shall be controlled in a particular direction away from Deshong Estates and Rogers Lake Crossing
15. Signs above the roofline are prohibited
16. Access to the site shall be limited to the Stonecrest Industrial Way or Coffey Road and no streets shall be connected to any existing street or future street which runs, or is to run, through any adjacent residentially zoned property. This paragraph does not apply to Coffey Road.
17. There shall be no discharge of any sewage or waste water into Swift Creek.
18. All truck access shall be through Stonecrest Industrial Way and not through Coffee Road or Rogers Lake Road.
19. All Truck traffic shall be limited to Lithonia Industrial Blvd, through Stonecrest Industrial Way.
20. A plat showing the connection of Stonecrest Industrial Way rights-of-way to the property line for the proposed road shall be provided.
21. Complete any missing sidewalks on Stonecrest Industrial Way to provide pedestrian access to sidewalk on Lithonia Industrial Blvd.
22. Applicant shall produce a Performance Bond compliant to the Stonecrest regulations prior to the issuance of the Land Disturbance Permit

**EXHIBIT B  
(SEE ATTACHED)**

Proposed rezoning & combination of  
2300, 2300, 2368, 2376  
South Stone Mountain Lithonia Rd  
and 1801 Coffee Rd

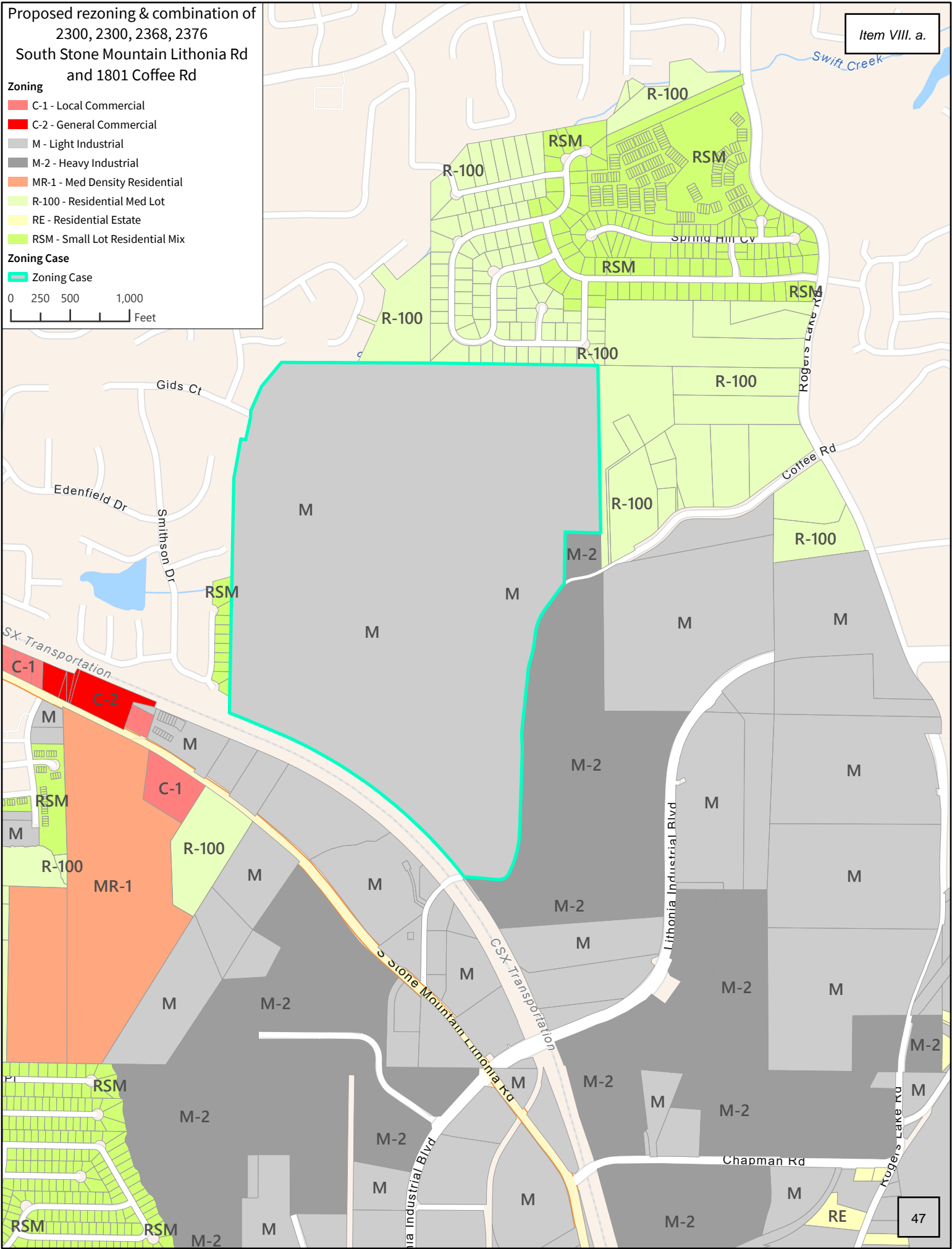
- Zoning**
- C-1 - Local Commercial
  - C-2 - General Commercial
  - M - Light Industrial
  - M-2 - Heavy Industrial
  - MR-1 - Med Density Residential
  - R-100 - Residential Med Lot
  - RE - Residential Estate
  - RSM - Small Lot Residential Mix

**Zoning Case**

Zoning Case

0 250 500 1,000  
Feet

Item VIII. a.





## CITY COUNCIL AGENDA ITEM

**SUBJECT: Appointment to Economic Development Plan 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:** Monday, September 26, 2022

**SUBMITTED BY:** William Smith

**PRESENTER:** William Smith

**PURPOSE:** To appointment new members to the Economic Development Plan Committee

**FACTS:** The committee is missing vital members/partners. Please consider the appointment of Dr. Tavarez Holston of Georgia Piedmont Technical College, Dr. Ann Kimbrough of Our Studios, and Christopher Sanders of East Metro Dekalb CID.

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

**RECOMMENDED ACTION:** Approval of appointments

**ATTACHMENTS:**

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



## CITY COUNCIL AGENDA ITEM

**SUBJECT: SPD22-0000010 Preliminary Plat for Crestwind Township**

**AGENDA SECTION:** *(check all that apply)*

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

**CATEGORY:** *(check all that apply)*

- ☐ ORDINANCE    ☐ RESOLUTION    ☐ CONTRACT    ☐ POLICY    ☐ STATUS REPORT  
☒ OTHER, PLEASE STATE: Discussion of Crestwind Townhomes

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

**Previously Heard Date(s):** 06/29/22 & 07/25/22

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

**Current Council Meeting:** Monday, September 26, 2022

**SUBMITTED BY:** Keedra T. Jackson, Senior Planner

**PRESENTER:** Ray White, Director of Planning & Zoning

**PURPOSE:** The applicant proposes to construct a 260-unit townhome development adjacent to a future development of 100 plus single-family homes. The townhomes will be three-story in height with two-car garages and an extra 2 spaces per unit. There will be 67 overflow parking spaces. The public streets will be 55 ft in width boarded by 5 ft sidewalks with 8ft grass strips throughout the development. There will be one ingress/egress to the development off Hayden Quarry Road.

**FACTS:** The plat was initially heard at the June 29<sup>th</sup> City Council Meeting, then it was discussed at the July 11<sup>th</sup> work session. At the July 25<sup>th</sup> City Council it was deferred again. Staff advised the applicant to make changes to the plat relating to setback, open space, street improvements as well as infrastructure concerns. The applicant has complied with all staff has asked.

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

**RECOMMENDED ACTION:** Approval



## CITY COUNCIL AGENDA ITEM

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### ATTACHMENTS:

- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - Preliminary Plat
- (3) Attachment 3 - Open Space Diagram
- (4) Attachment 4 -
- (5) Attachment 5 - Click or tap here to enter text.



**Mayor and City Council**  
**Mayor and City Council Meeting September 26, 2022**

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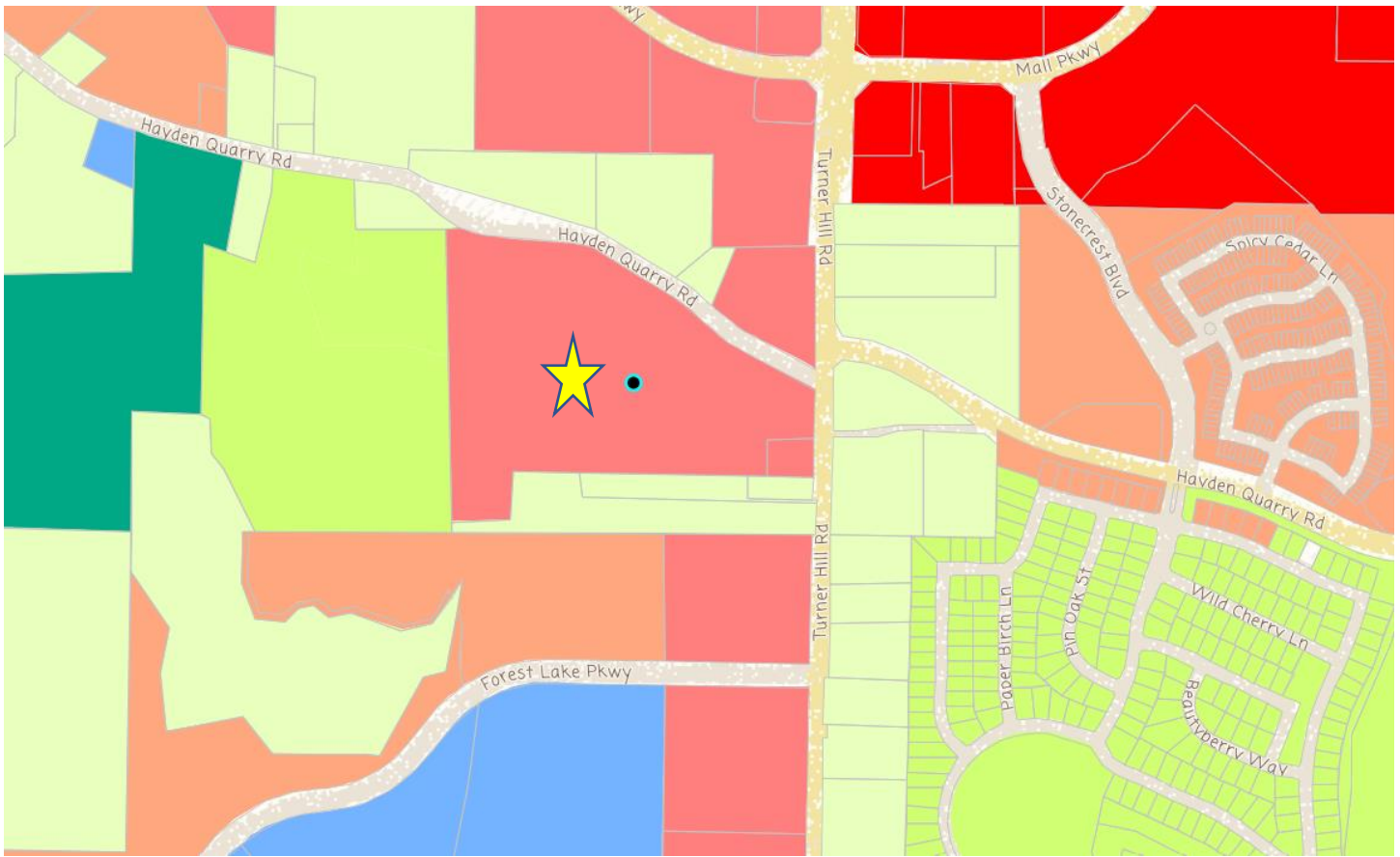
**Staff Analysis of Preliminary Plat (Section 14-88)**

<b>Petition Number:</b>	SPD22-0000010
<b>Applicant:</b>	Jim Jacobi
<b>Owner:</b>	James Jacobi
<b>Project Location:</b>	7259 Hayden Quarry Road
<b>Parcels:</b>	16-171-02-005
<b>Council District:</b>	Council District 1
<b>Acreage:</b>	29.437 +/- acres
<b>Existing Zoning:</b>	C-1 (Local Commercial District) / Stonecrest Tier 3 Overlay
<b>Proposed Zoning:</b>	MR-2 (Medium Density Residential)
<b>Comprehensive Plan Community: Area Designation</b>	Regional Center
<b>Proposed Development/Request:</b>	The applicant is requesting an approval of the Preliminary Plat for a 260-unit Townhome Development
<b>Staff Recommendations:</b>	<i>Approval</i>
<b>Planning Commission</b>	N/A
<b>City Council:</b>	<b>Recommended deferral on June 29, 2022 and July 25, 2022</b>



## Mayor and City Council

### Zoning Map



### Current Zoning: C-1 (Local Commercial District)



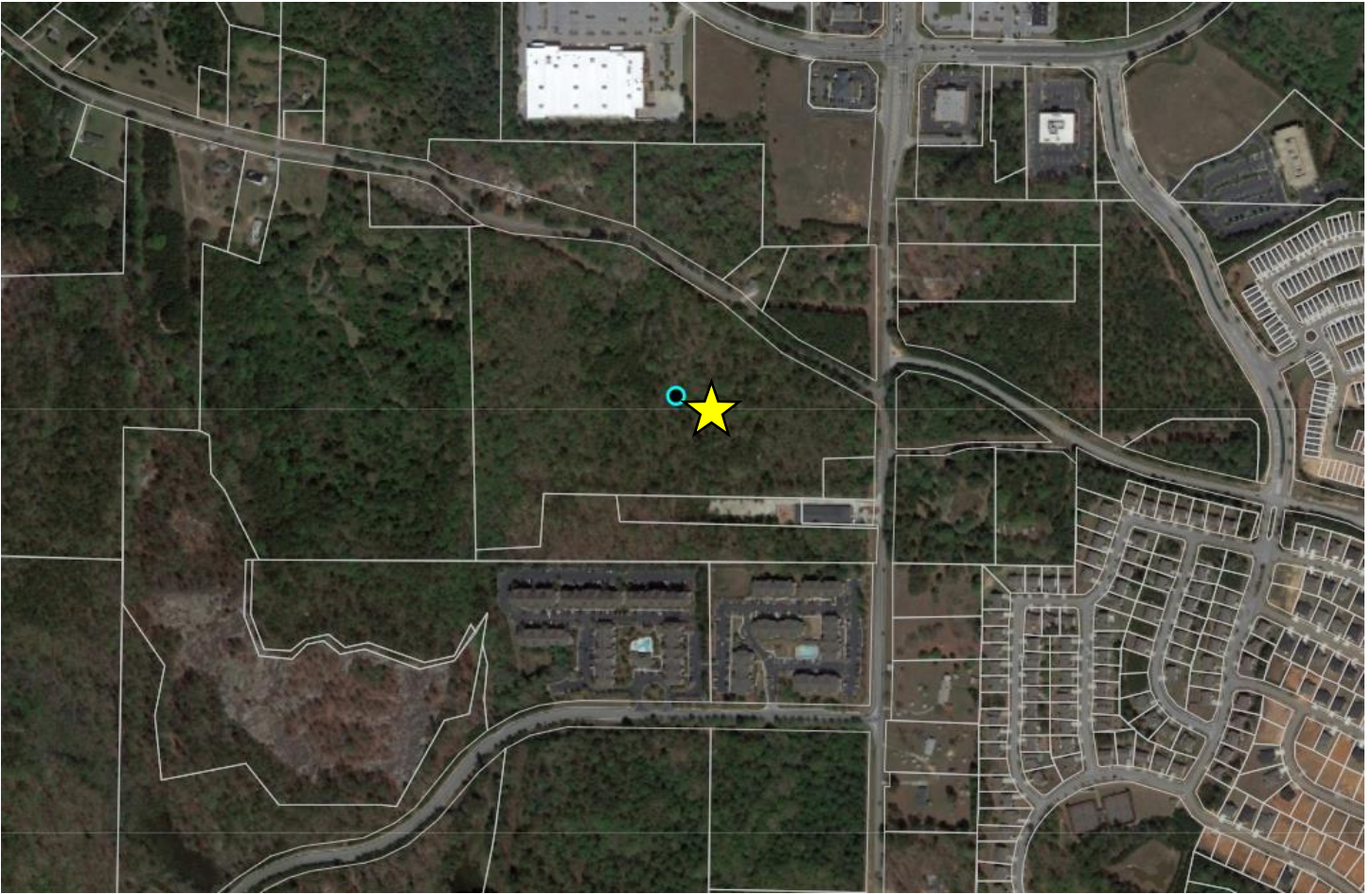
**Subject Property**





Mayor and City Council

Aerial Map



PROJECT OVERVIEW



SDP22-000010



## Mayor and City Council

### Location

The subject property is located at 7259 Hayden Quarry Road (Parcel ID: 16-171-02-005). The Subject Property consists of a ±29.437 -acres in Land Lots 171, of the 16th District, of City of Stonecrest, DeKalb County, Georgia ("Subject Property").

The property is bounded by New Black Wall Street to the north, by Wesley Stonecrest Apartments to the south and residential to the east and west.

### Background:

The subject property is currently zoned C-1 (Local Commercial District) which does not allow for residential development. The intent of this district is to provide for local shopping and retail. TMOD-22-015 provided the avenue of the Stonecrest Overlay Tier 3 to allow authorize the permitted uses in C-1 and C-2 (General Commercial) District, O-I (Office Institutional) District, O-D (Office Distribution) District, M (Light Industrial) District, and MR-2 (Medium Density Residential) District. This text amendment was approved on January 24, 2022. The City of Stonecrest will need to rezone the property to the MR-2 designation.

### Details of the Preliminary Plat:

The subject property is an odd, shaped lot and is heavily wooded in nature. The property is located near the corner of Hayden Quarry and Turner Hill Road. The property is in the Stonecrest Tier 3 Overlay District.

The applicant proposes to construct a 260-unit townhome development adjacent to a future development of 100 plus single-family homes. The townhomes will be three-story in height with two-car garages and an extra 2 spaces per unit. There will be 67 overflow parking spaces. The public streets will be 55 ft in width boarded by 5 ft sidewalks with 8ft grass strips throughout the development. There will be one ingress/egress to the development off Hayden Quarry Road.

### STANDARDS OF PRELIMINARY PLAT REVIEW:

*Section 14-88 of the Stonecrest Zoning Ordinance list eight factors to be considered in a technical review of a zoning case completed by the Community Development Department and Planning Commission. Each element is listed with staff analysis.*



### Mayor and City Council

*The owner of the land where the proposed development is to occur, or his authorized agent, shall file a preliminary plat with the Director along with an application for approval. The application shall:*

(1)

*Be submitted with the plan set for a Land Disturbance Permit;*

(2)

*Be accompanied by minimum of six copies of the plans, which must be prepared by a registered civil engineer, surveyor, or landscape architect, as described in these regulations and complying in all respects with these regulations and conforming with the zoning of the property;*

(3)

*Be accompanied by an application fee in the amount set by the mayor and city council;*

(4)

*Be accompanied by a tree survey;*

(5)

*Include the name, address and telephone number of an agent who is authorized to receive all notices required by these regulations;*

(6)

*Be signed by the owner of the property, or if the application is not signed by the owner, a completed indemnification agreement signed by the owner of the property;*

(7)

*Be accompanied with a consent affidavit from the property owner;*

(8)

*Be accompanied by a small map of the City of Stonecrest depicted the subdivision location within the City;*

(9)



### Mayor and City Council

*Be accompanied by a vicinity map at a scale of 400 feet to one inch showing the location of the tract with reference to surrounding properties, streets, municipal boundaries, and streams within 500 feet of the tract show zoning districts of adjoining property;*

(10)

*Include the names of adjoining property owners and the zoning classifications of adjacent properties;*

(11)

*Include the name, address and phone of developer and engineer;*

(12)

*Be accompanied by a certification by the applicant that no lots platted are nonconforming or will result in any nonconforming lots;*

(13)

*The applicant shall obtain the approval of the DeKalb County Health Department and the DeKalb County Department for Watershed Management; and*

(14)

*Payment of the appropriate development review application fee.*

*(Ord. No. 2018-06-03, § 14-88, 6-3-2018)*

- **Whether the proposed land use change will permit uses that are suitable in consideration of the use and development of adjacent and nearby property or properties.**

As shown in the table below, the subject property is surrounded by industrial and residential development. \*  
*Please see the map below table*



Mayor and City Council

ADJACENT ZONING AND LAND USE		
	Zoning	Zoning Land Use
Adjacent: North	C-1(Local Commercial) District	New Black Wall Street
Adjacent: East	R-100 (Residential Medium Lot) District; MU-4 (Mixed-Use High Density) and RSM (Residential Small Lot)	Vacant Lad
Adjacent: South	MR-1 (Medium Residential District	Wesley Stonecrest Apartments
Adjacent: West	R-100 (Med Residential)	Single-family Residential

**STAFF**

**RECOMMENDATION**

The applicant has met all of the Preliminary Plat requirements stated in Section 14-88 of Chapter 14; therefore, staff recommends **APPROVAL** of SDP22-000010.

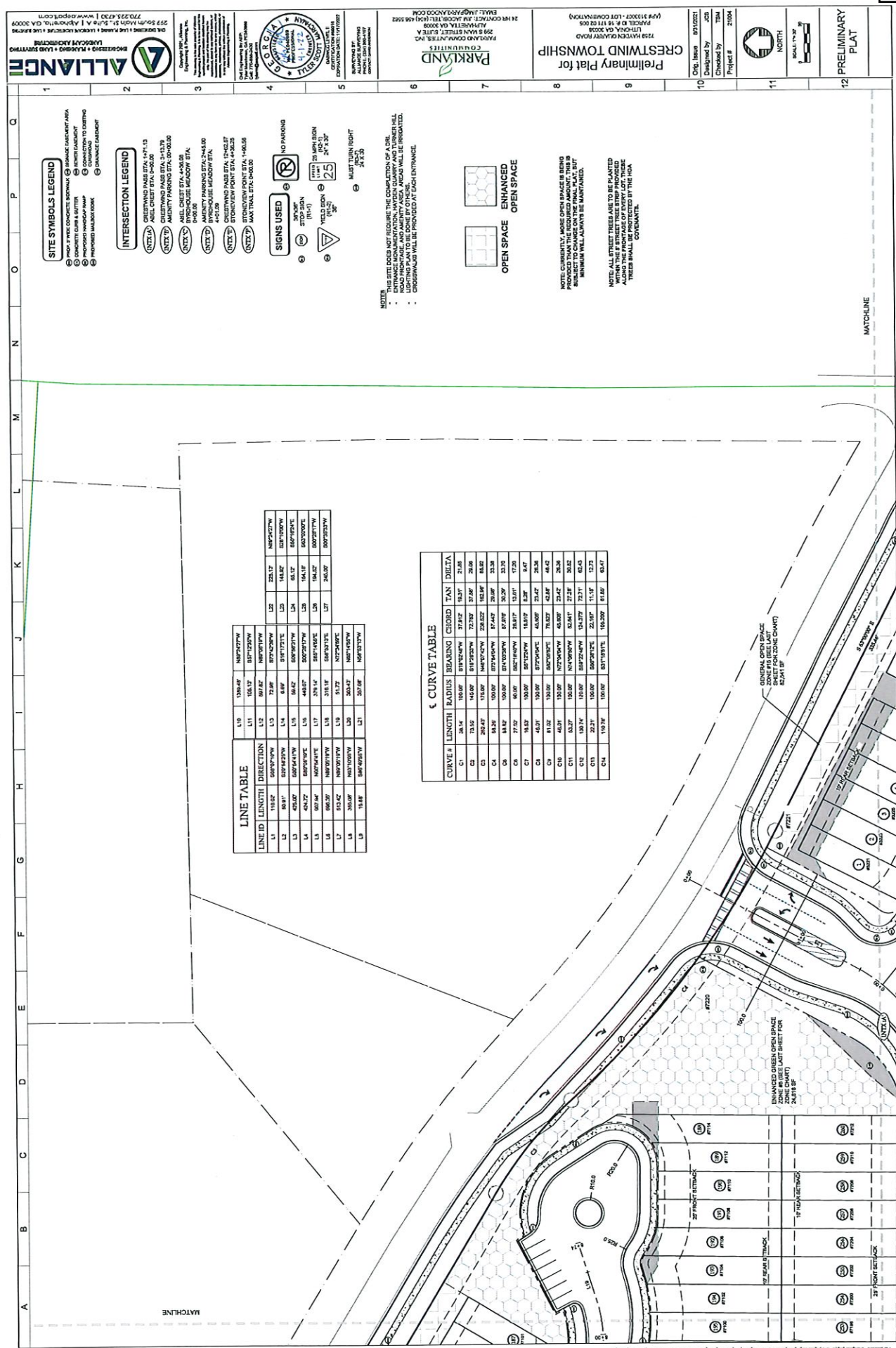


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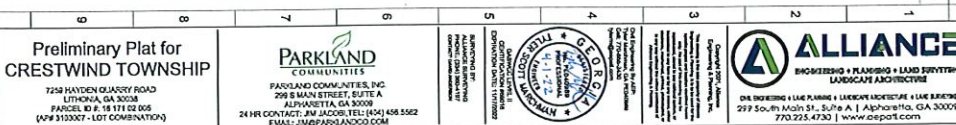
LINE TABLE			L10	L11	L12	L13	L14	L15	L16	L17
UNID	LENGTH	DIRECTION	108.46	109.32	109.70	110.57	111.44	112.31	113.18	114.05
L1	118.82	S007°23'W	L2	122.88	S017°23'W	L3	126.94	S027°23'W	L4	131.00
L5	135.07	S037°23'W	L6	139.13	S047°23'W	L7	143.19	S057°23'W	L8	147.25
L9	151.31	S067°23'W	L10	155.37	S077°23'W	L11	159.43	S087°23'W	L12	163.49
L13	167.55	S097°23'W	L14	171.61	S107°23'W	L15	175.67	S117°23'W	L16	179.73
L18	183.79	S127°23'W	L19	187.85	S137°23'W	L20	191.91	S147°23'W	L21	195.97
L22	199.99	S157°23'W	L23	204.05	S167°23'W	L24	208.11	S177°23'W	L25	212.17
L26	216.23	S187°23'W	L27	220.29	S197°23'W	L28	224.35	S207°23'W	L29	228.41
L30	232.47	S217°23'W	L31	236.53	S227°23'W	L32	240.59	S237°23'W	L33	244.65
L34	248.71	S247°23'W	L35	252.77	S257°23'W	L36	256.83	S267°23'W	L37	260.89
L38	264.95	S277°23'W	L39	269.01	S287°23'W	L40	273.07	S297°23'W	L41	277.13
L42	281.19	S307°23'W	L43	285.25	S317°23'W	L44	289.31	S327°23'W	L45	293.37
L46	297.43	S337°23'W	L47	301.49	S347°23'W	L48	305.55	S357°23'W	L49	309.61
L50	313.67	S367°23'W	L51	317.73	S377°23'W	L52	321.79	S387°23'W	L53	325.85
L54	329.91	S397°23'W	L55	333.97	S407°23'W	L56	338.03	S417°23'W	L57	342.09
L58	346.15	S427°23'W	L59	350.21	S437°23'W	L60	354.27	S447°23'W	L61	358.33
L62	362.39	S457°23'W	L63	366.45	S467°23'W	L64	370.51	S477°23'W	L65	374.57
L66	378.63	S487°23'W	L67	382.69	S497°23'W	L68	386.75	S507°23'W	L69	390.81
L70	394.87	S517°23'W	L71	398.93	S527°23'W	L72	402.99	S537°23'W	L73	407.05
L74	411.11	S547°23'W	L75	415.17	S557°23'W	L76	419.23	S567°23'W	L77	423.29
L78	427.35	S577°23'W	L79	431.41	S587°23'W	L80	435.47	S597°23'W	L81	439.53
L82	443.59	S607°23'W	L83	447.65	S617°23'W	L84	451.71	S627°23'W	L85	455.77
L86	459.83	S637°23'W	L87	463.89	S647°23'W	L88	467.95	S657°23'W	L89	472.01
L90	476.07	S667°23'W	L91	480.13	S677°23'W	L92	484.19	S687°23'W	L93	488.25
L94	492.31	S697°23'W	L95	496.37	S707°23'W	L96	500.43	S717°23'W	L97	504.49
L98	508.55	S727°23'W	L99	512.61	S737°23'W	L100	516.67	S747°23'W	L101	520.73
L102	524.79	S757°23'W	L103	528.85	S767°23'W	L104	532.91	S777°23'W	L105	536.97
L106	541.03	S787°23'W	L107	545.09	S797°23'W	L108	549.15	S807°23'W	L109	553.21
L110	557.27	S817°23'W	L111	561.33	S827°23'W	L112	565.39	S837°23'W	L113	569.45
L114	573.51	S847°23'W	L115	577.57	S857°23'W	L116	581.63	S867°23'W	L117	585.69
L118	589.75	S877°23'W	L119	593.81	S887°23'W	L120	597.87	S897°23'W	L121	601.

**INTERSECTION LEGEND**

- (NEX) A) CHESTER PARK STA. 1+7.13  
AILEE, CREEK STA. 5+00.00
- (NEX) B) CHESTER PARK STA. 2+1.79  
AILEE PARKING STA. 5+00.00
- (NEX) C) AILEE, CREEK STA. 4+30.00  
HYDROCHEL, MEADOW STA. 5+00.00
- (NEX) D) AILEE PARKING STA. 2+44.00  
AILEE, CREEK STA. 5+00.00
- (NEX) E) CHESTER PARK STA. 2+46.55  
STONEDOWN POINT STA. 1+00.00
- (NEX) F) STONEDOWN POINT STA. 1+36.20  
MAX TRAIL STA. 0+00.00

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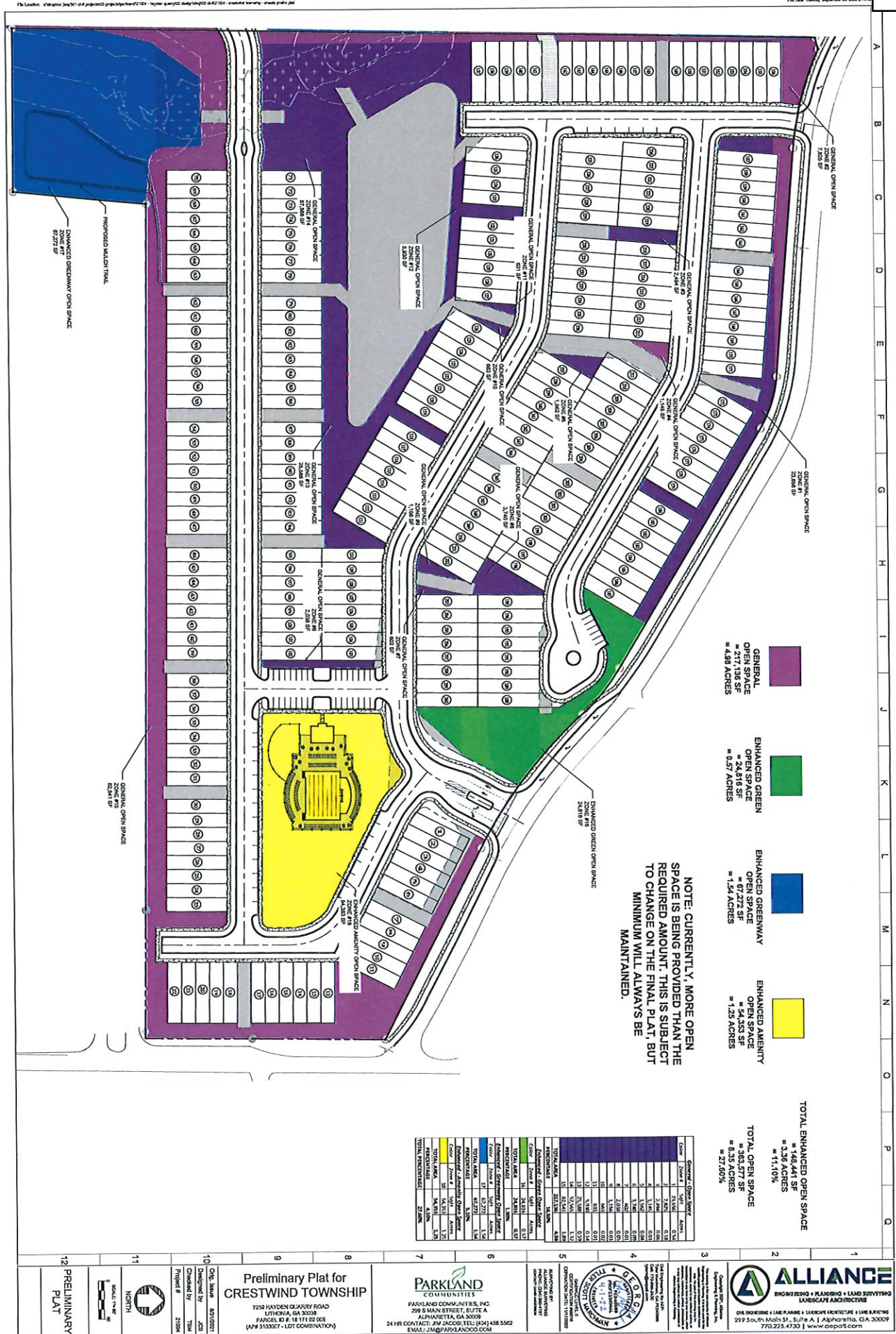
10	Designed by	JCS
	Checked by	TSM
	Project #	21004
11		
		
12	<p align="center"><b>PRELIMINARY</b> <b>PLAN</b></p>	













## CITY COUNCIL AGENDA ITEM

**SUBJECT: SDP22-000011 Stonecrest Estates**

**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: Not a public hearing, but a decision is to be rendered

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

**Previously Heard Date(s):** 07/25/22 & Click or tap to enter a date.

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

**Current Council Meeting:** Monday, September 26, 2022

**SUBMITTED BY:** Keedra T. Jackson, Senior Planner

**PRESENTER:** Ray White, Director of Planning & Zoning

**PURPOSE:** The applicant proposes a Preliminary Plat for a 330 single-family home development.

**FACTS:** The applicant is seeking an approval for the Preliminary Plat of a 330 single-family home development.

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

**RECOMMENDED ACTION:** Approval

**ATTACHMENTS:**

- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - Preliminary Plat
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



**Mayor and City Council**  
**Mayor and City Council Meeting July 25, 2022**

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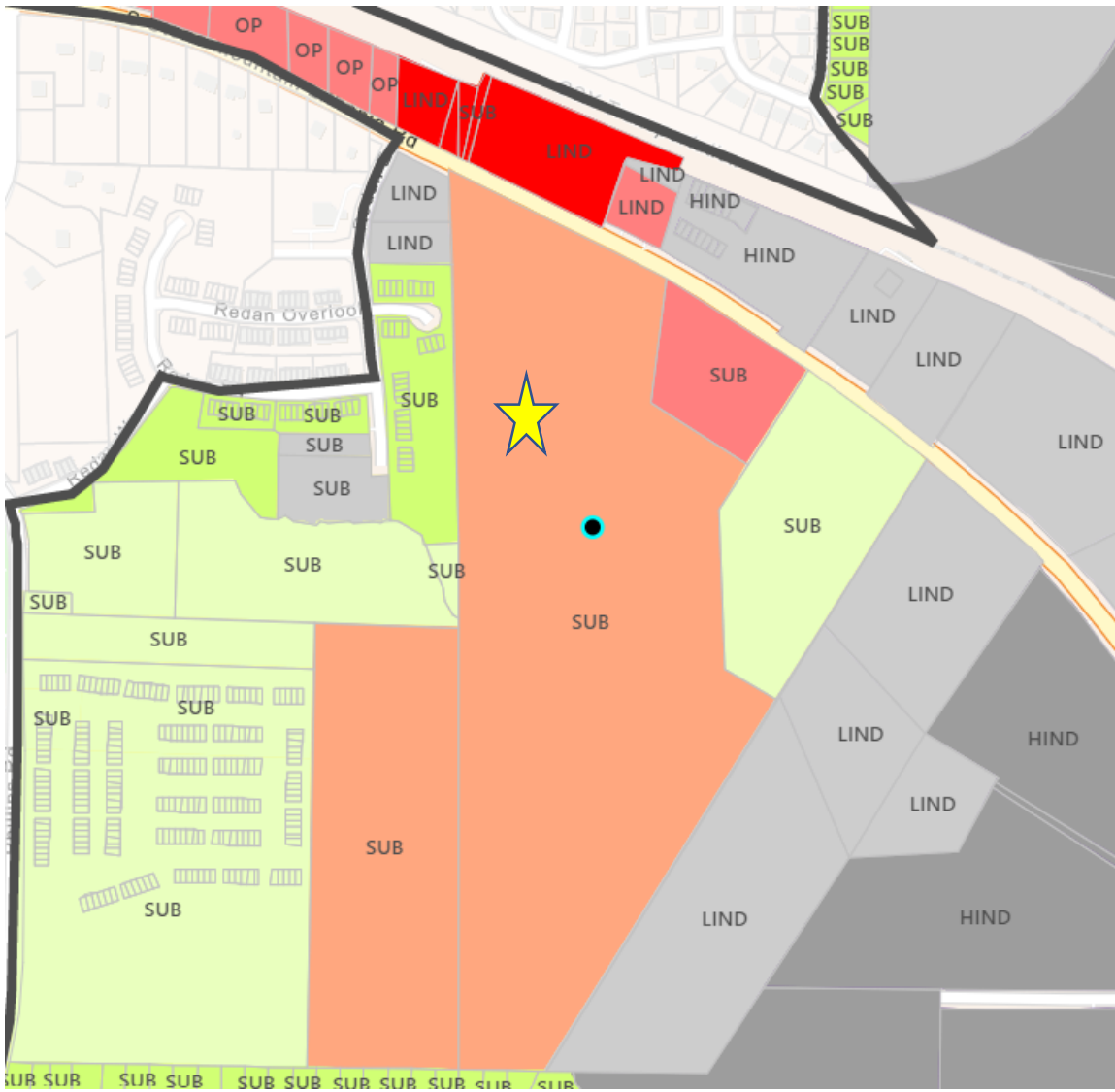
**Staff Analysis of Preliminary Plat**

<b>Petition Number:</b>	SPD22-000011
<b>Applicant:</b>	Justin Purucker
<b>Owner:</b>	Craft Homes, LLC.
<b>Project Location:</b>	2261 South Stone Mountain Lithonia Road
<b>Parcels:</b>	16-124-02-001
<b>Council District:</b>	Council District 1
<b>Acreage:</b>	70.3 +/- acres
<b>Existing Zoning:</b>	MR-1 (Medium Density Residential)
<b>Proposed Zoning:</b>	MR-1
<b>Comprehensive Plan Community: Area Designation</b>	Suburban
<b>Proposed Development/Request:</b>	The applicant is seeking a 158 Single-family development that will consist 108 single-family attached homes; and 50 single-family detached homes
<b>Staff Recommendations:</b>	<i>Approval</i>
<b>Planning Commission</b>	<i>N/A</i>
<b>City Council:</b>	<i>Deferred on July 25, 2022</i>



Mayor and City Council

Zoning Map







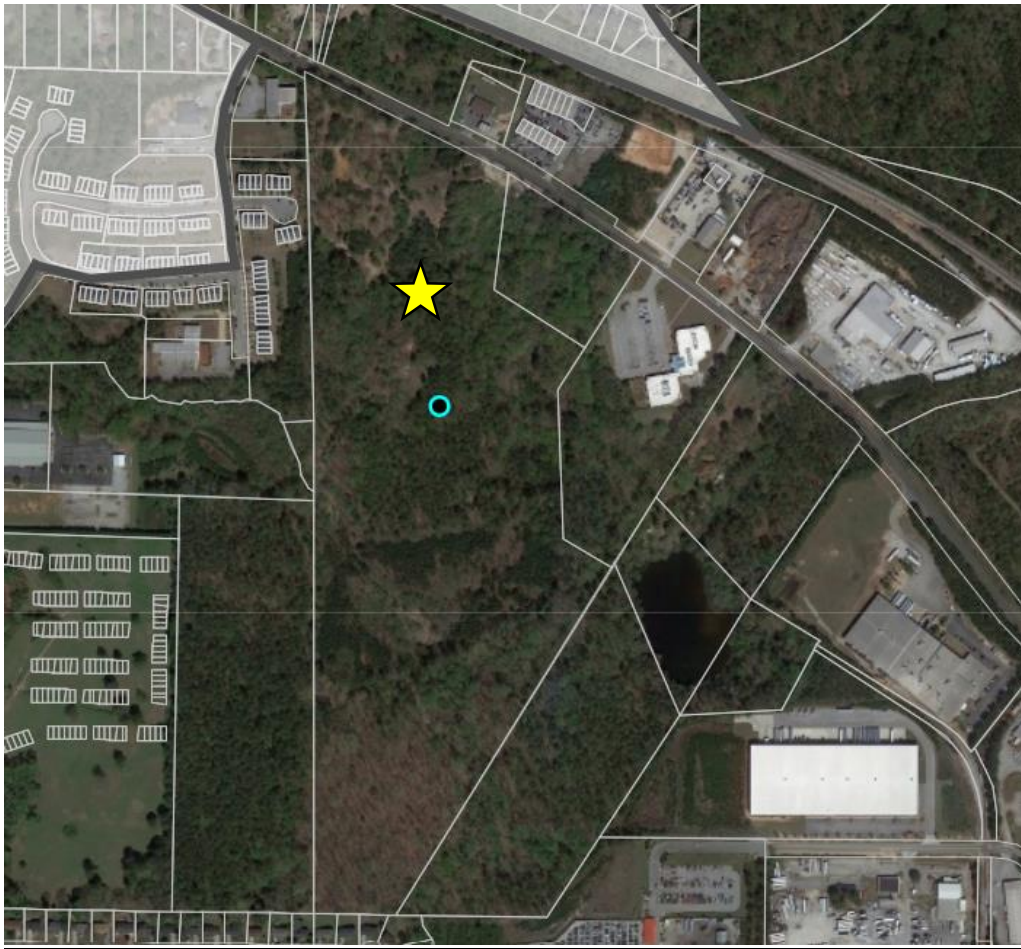
Mayor and City Council



Subject Property

Proposed Zoning: R-100 (Residential Medium Lot)

Aerial Map



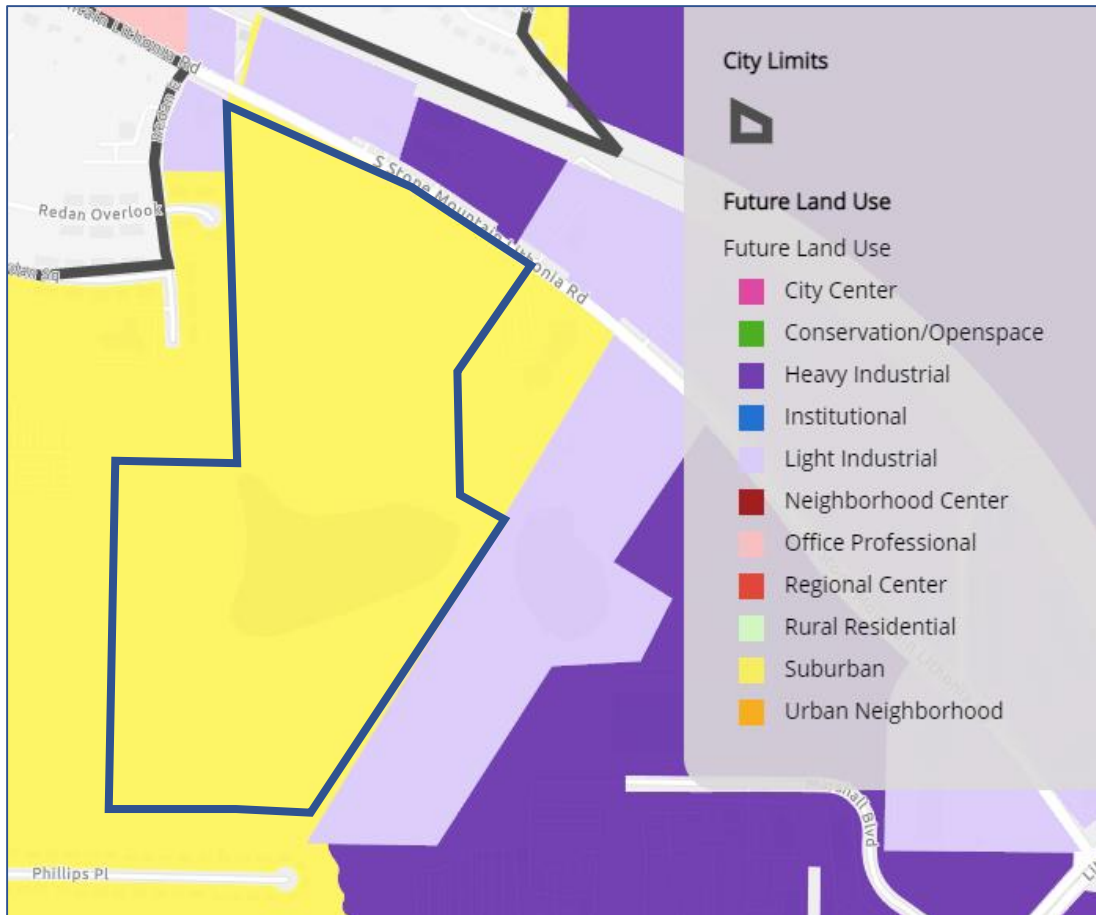
Subject Property



Mayor and City Council

SDP22-000011

**Future Land Use Map**







## Mayor and City Council

### **PROJECT OVERVIEW**

#### **Location**

The subject property is located on the southwest side of 2261 South Stone Mountain Road (Parcel ID: 16-124-02-001). The Subject Property is 1,556 feet southeast of Lithonia Industrial Boulevard and consists of a  $\pm 70.3$  acres in Land Lots 124, of the 16th District, of City of Stonecrest, DeKalb County, Georgia ("Subject Property").

The property is adjacent to the East DeKalb Health Center to the East, Redan Park, Lithonia Highschool south of the subject property and Deshong Estates to the north.



## Mayor and City Council

### Background:

The subject property was originally rezoned on November 22, 2004 (CZ-04056) to allow for single-family detached residential units in a condominium product development. The rezoning was approved with 6 conditions:

1. A 55-foot utility easement/common private driveway ("Common Driveway") shall be provided, instead of the customary right of way dedication, for the installation and maintenance of utilities. The Common Driveway shall be constructed in compliance with the county standards for the construction of streets in residential developments
2. Sidewalks shall be constructed in compliance with the requirements of the Code of DeKalb County, Georgia and in compliance with the county standards for the construction of similar sidewalks in residential developments. Sidewalks shall be constructed on both sides of the common private driveway only where dwelling units front the common private driveway.
3. No garage shall be closer than 20 feet to the rear of the sidewalk in front of the dwelling unit.
4. Detached homes shall have a minimum side-to-side separation of 15 feet.
5. Single-family attached buildings shall have a minimum side-to-side separation of 20 feet and a rear-to-rear separation of 40 feet.
6. All zoning conditions imposed in zoning case, CZ- 04056 are attached hereto as Attachment "1" and are incorporated herein by reference. All conditions listed in Attachment "1" shall remain in full force and effect except zoning condition 1, which is hereby deleted and has no force and effect.

The subject property was re-rezoned on July 24, 2007 (Z-07-13333) from the zoning designation of R-100 (conditions) to R-100 (conditions). This petition was approved with no conditions. On November 22, 2008, (RZ-22-008), the subject property was re-rezoned C-1 to Medium Density Residential (MR-1), and change in conditions for a proposed MR-1 development for the rest of the site. The applicant proposed to reduce the acreage of the C-1 zoned parcel from 2.4 acres to 1.24 acres and to increase the MR-1 acreage from 67.6 acres to 68.84 acres (a 1.24 acreage increase). The petition was approved with the following conditions:



### Mayor and City Council

1. The future development of the site shall be in compliance with the general concept plan submitted on October 4, 2021 prepared by Prime Engineering.
2. A Homeowners Association (HOA) will be established prior to the approval of a final plat for the development. HOA membership will be requirement of all property owners within the development.
3. Prior to the issuance of any land disturbance permit, the Applicant must provide evidence of a legal mechanism under which all land to be held in common and used for greenspace purposes within the development shall be protected in perpetuity.
4. The applicant must submit a tree save and landscaping plan to the Director prior to issuance of building or land development permits.
5. The City Engineer shall review and approve driveway location prior to the issuance of building or land development permits.
6. A minimum 5-foot sidewalk shall be installed along the property frontage on S Stone Mountain Lithonia Road.

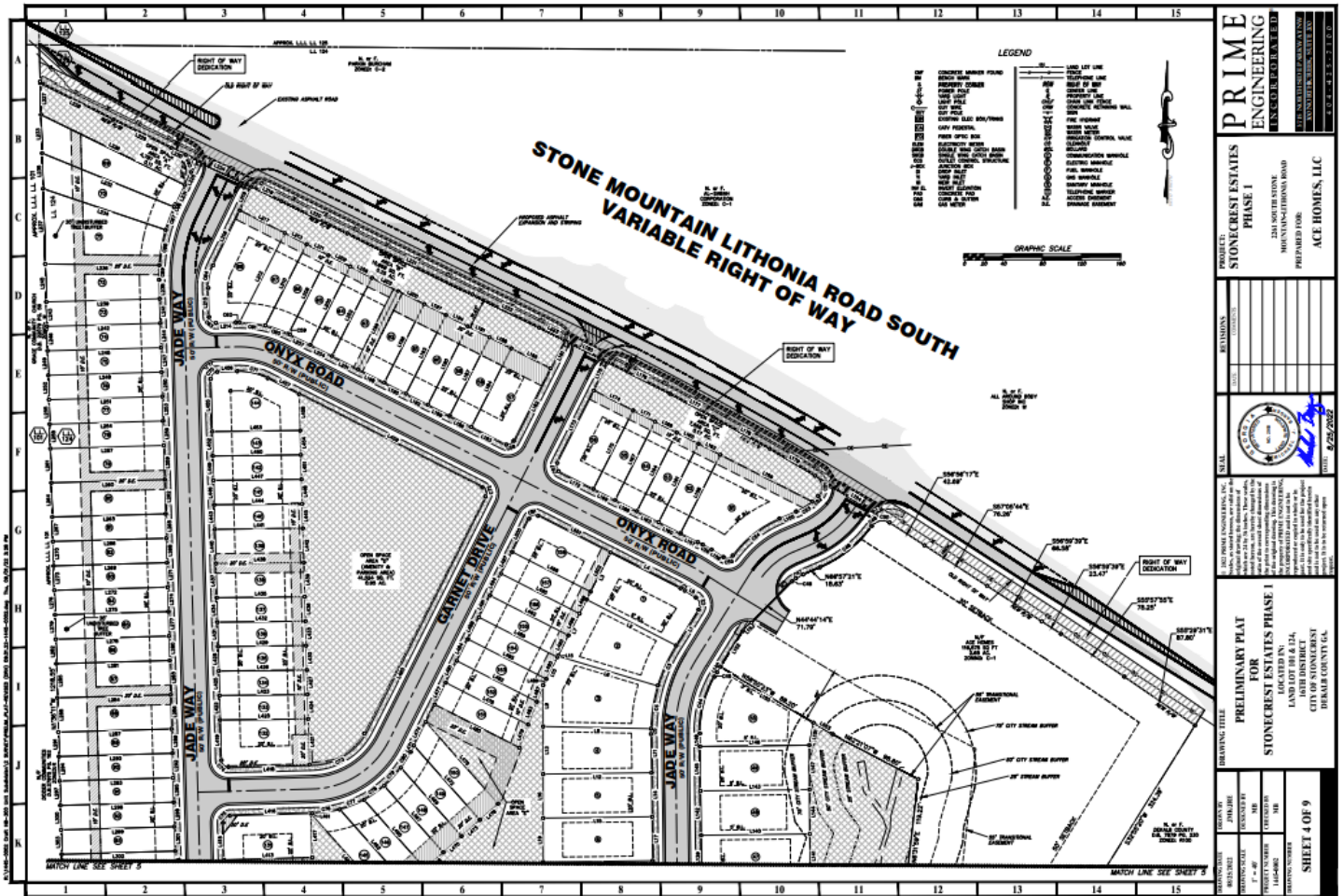
### Details of the Preliminary Plat:

The applicant is seeking a 158 Single-family development that will consist of 108 single-family attached homes and 50 single-family detached homes.



Item XII. b.

Mayor and City Council



SPD22-000011

City Council, September 26, 2022

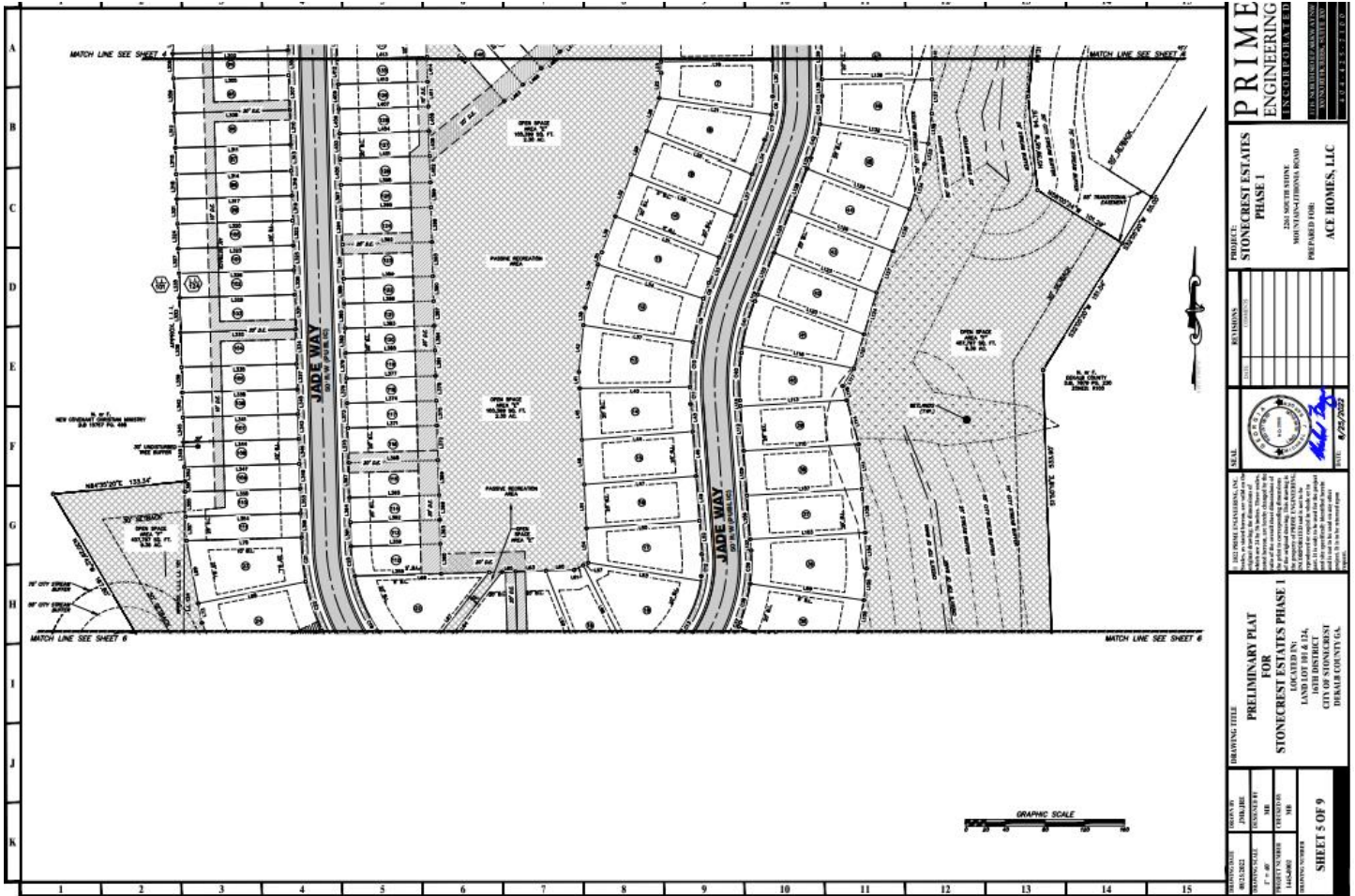
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8



Item XII. b.

Mayor and City Council







## Mayor and City Council

### **STANDARDS OF PRELIMINARY PLAT REVIEW:**

*Section 14-88 of the Stonecrest Zoning Ordinance list eight factors to be considered in a technical review of a zoning case completed by the Community Development Department and Planning Commission. Each element is listed with staff analysis.*

*The owner of the land where the proposed development is to occur, or his authorized agent, shall file a preliminary plat with the Director along with an application for approval. The application shall:*

*(1)*

*Be submitted with the plan set for a Land Disturbance Permit;*

*(2)*

*Be accompanied by minimum of six copies of the plans, which must be prepared by a registered civil engineer, surveyor, or landscape architect, as described in these regulations and complying in all respects with these regulations and conforming with the zoning of the property;*

*(3)*

*Be accompanied by an application fee in the amount set by the mayor and city council;*

*(4)*

*Be accompanied by a tree survey;*

*(5)*

*Include the name, address and telephone number of an agent who is authorized to receive all notices required by these regulations;*

*(6)*

*Be signed by the owner of the property, or if the application is not signed by the owner, a completed indemnification agreement signed by the owner of the property;*



**Mayor and City Council**

(7)

*Be accompanied with a consent affidavit from the property owner;*

(8)

*Be accompanied by a small map of the City of Stonecrest depicted the subdivision location within the City;*

(9)

*Be accompanied by a vicinity map at a scale of 400 feet to one inch showing the location of the tract with reference to surrounding properties, streets, municipal boundaries, and streams within 500 feet of the tract show zoning districts of adjoining property;*

(10)

*Include the names of adjoining property owners and the zoning classifications of adjacent properties;*

(11)

*Include the name, address and phone of developer and engineer;*

(12)

*Be accompanied by a certification by the applicant that no lots platted are nonconforming or will result in any nonconforming lots;*

(13)

*The applicant shall obtain the approval of the DeKalb County Health Department and the DeKalb County Department for Watershed Management; and*

(14)

*Payment of the appropriate development review application fee.*

*(Ord. No. 2018-06-03, § 14-88, 6-3-2018)*





### Mayor and City Council

- Whether the proposed land use change will permit uses that are suitable in consideration of the use and development of adjacent and nearby property or properties.

As shown in the table below, the subject property is surrounded by industrial and residential development. \*  
*Please see the map below table*

ADJACENT ZONING AND LAND USE		
	Zoning	Zoning Land Use
Adjacent: North	Unincorporated DeKalb County / C-1, C-2 and M Districts	Single-family (DeShong Estates)
Adjacent: East	R-100 (Residential Medium Lot)	East DeKalb Health Center
Adjacent: South	(Residential)	Lithonia High School
Adjacent: West	R-100 (Med Residential) and Unincorporated DeKalb County	Single-family / Redan Park

### STAFF RECOMMENDATION

The applicant has met all of the Preliminary Plat requirements stated in Section 14-88 of Chapter 14; therefore, staff recommends **APPROVAL** of SDP22-000011.

[illegible]

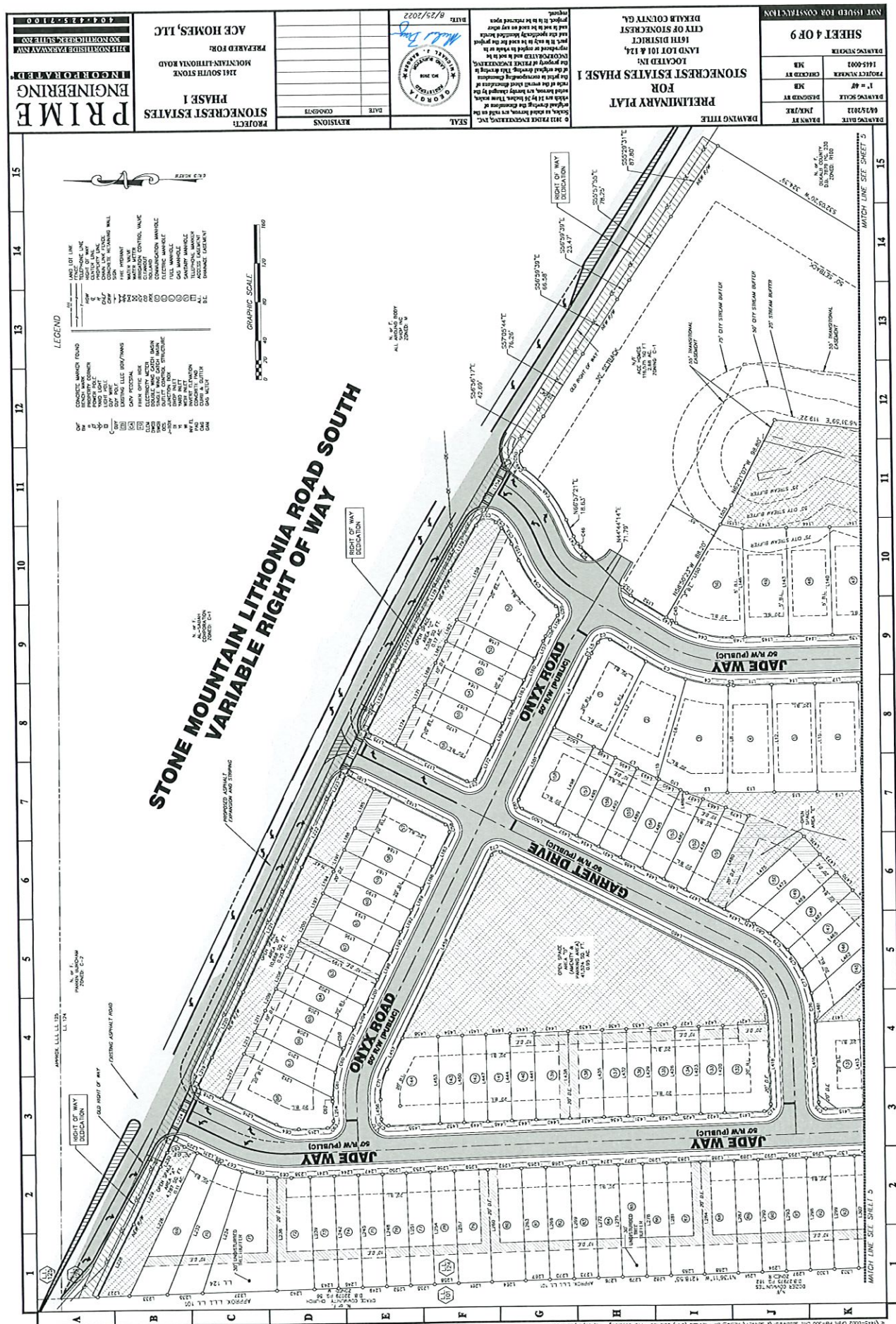


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<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p><b>PRIME ENGINEERING</b></p> <p>1110 NORTHIDA AVENUE, SUITE 100 MOUNTAIN VIEW, TEXAS 76054</p> <p>PHONE: (817) 440-1100 FAX: (817) 440-1101</p> </div> <div style="width: 30%;"> <p><b>ACE HOMES, LLC</b></p> <p>2111 SOUTH STONE MOUNTAIN, LITHIA ROAD PHASE I</p> <p>PROJECT: STONECREST ESTATES</p> </div> <div style="width: 30%;"> <p><b>REMARKS FOR</b></p> <p>2111 SOUTH STONE MOUNTAIN, LITHIA ROAD PHASE I</p> </div> </div>																																
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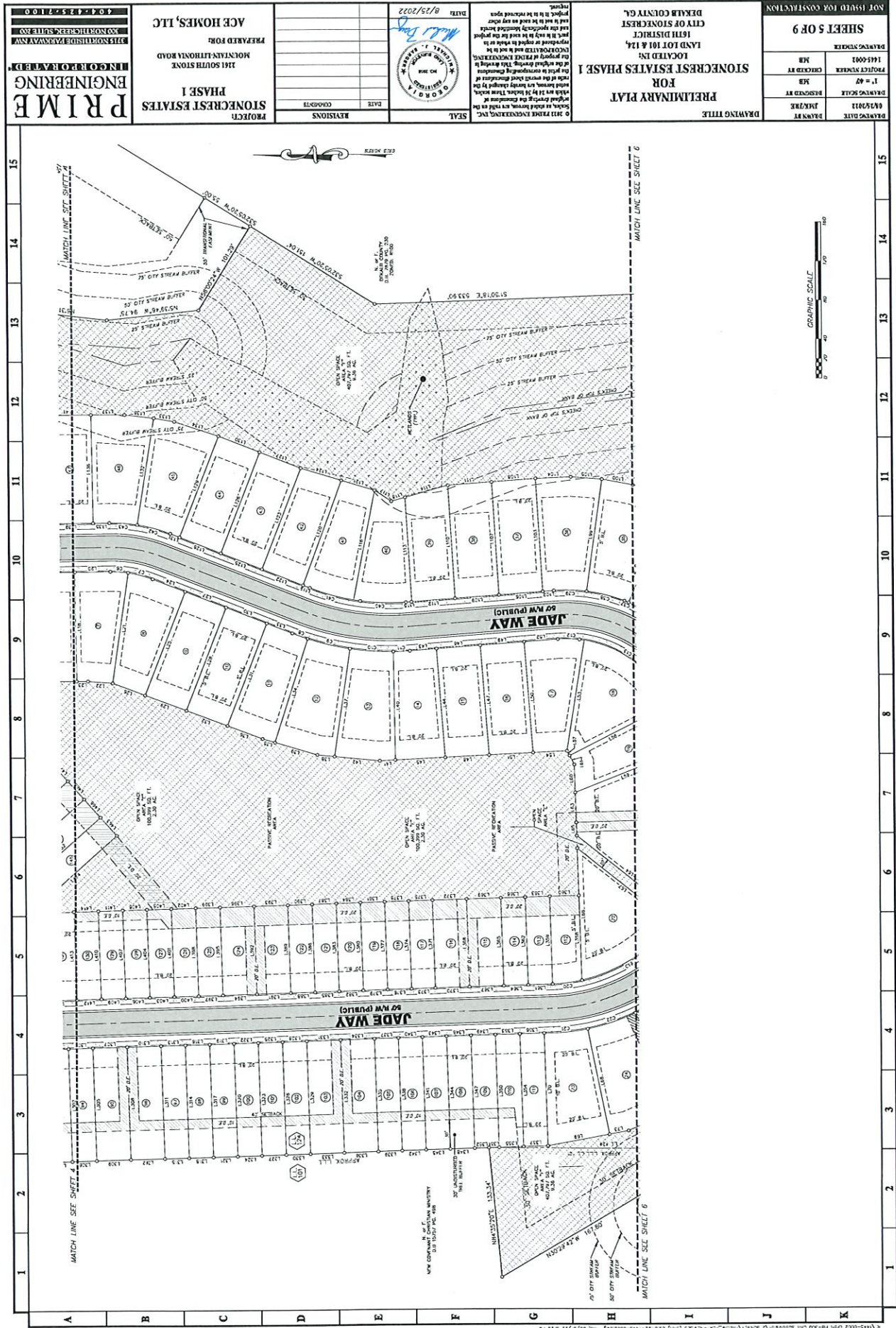
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A	NOTE: THE CITY OF STONECREST CITY COUNCIL APPROVED WITH CONSENTS THE AG-21-005 IN THE MEETING HELD ON NOVEMBER 22, 2021. NO MEETING MINUTES WERE FOUND BY THE CITY OF STONECREST FOR THAT MEETING. HOWEVER, THE MEETING AND RESOLUTION DRAFTING AND POSTED PUBLICLY AT <a href="https://www.stonecrestga.gov/agenda">https://www.stonecrestga.gov/agenda</a> AND APPROVAL WAS GRANTED AT THE MEETING 2:10:00 WITHIN THE VIDEO.														
B															
C	<div><div><div></div><div><b>CITY OF STONECREST, GEORGIA</b> <b>CITY COUNCIL VIRTUAL MEETING - AGENDA</b> 1320 Stonecrest Blvd., Suwanee, GA 30088 Monday, November 22, 2021 at 6:00 PM</div></div><div><b>Responsible Mayor Janet Levy, Jr.</b> <b>Council Member James Thomas, Jr. - District 1</b>      <b>Council Member Bob Turner - District 2</b> <b>Council Member Joseph Calabrese - District 3</b>      <b>Council Member George Turner - District 4</b> <b>Council Member Jennifer Collins - District 5</b></div><div><b>Online Access:</b> <a href="#">StoneCrest City Council Meeting</a></div></div> <div><div>I. CALL TO ORDER/City Council Opening Remarks</div><div>II. ROLL CALL/Brief Open House/City Clerk</div><div>III. INVOCATION</div><div>IV. PLEDGE OF ALLEGIANCE</div><div>V. APPROVAL OF THE AGENDA</div><div>VI. REVIEW AND APPROVAL OF MINUTES<ul style="list-style-type: none"><li>a. Approval of the September 14, 2021 Special Called City Council Meeting Minutes</li><li>b. Approval of the September 27, 2021 City Council Meeting Minutes</li><li>c. Approval of the October 4, 2021 Special Called City Council Meeting Minutes</li><li>d. Approval of the October 11, 2021 Special Called City Council Meeting Minutes</li><li>e. Approval of the October 18, 2021 City Council Meeting Minutes</li><li>f. Approval of the October 25, 2021 Special Called City Council Meeting Minutes</li><li>g. Approval of the November 1, 2021 Special Called City Council Meeting Minutes</li></ul></div><div>VII. PUBLIC COMMENTS</div></div>														

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J															
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**PRIME ENGINEERING**  
115 SOUTH HIGHWAY 100  
PO BOX 1000  
404-357-1000

**ACE HOMES, LLC**  
PREPARED FOR  
1241 SOUTH STONE  
MOUNTAIN LITHIA ROAD  
PHASE I  
PROJECT: STONECREST ESTATES

**STONECREST ESTATES PHASE I**  
FOR  
PRELIMINARY PLAN  
LOCATED IN:  
LAND LOT 101 & 124  
1ST DISTRICT  
CITY OF STONECREST  
DEKALB COUNTY GA.

**REVISIONS**

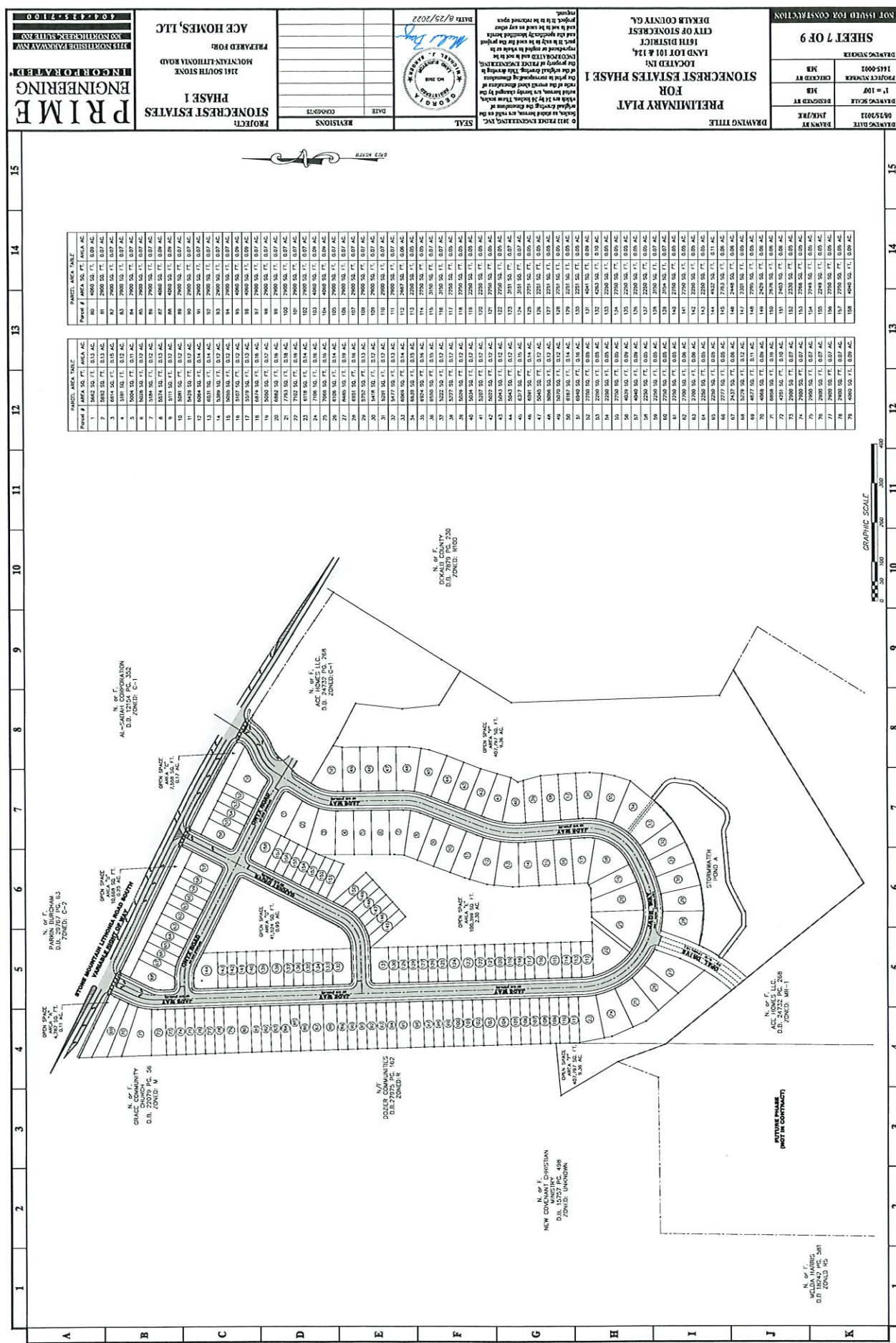
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1	8/15/22	ISSUED FOR CONSTRUCTION

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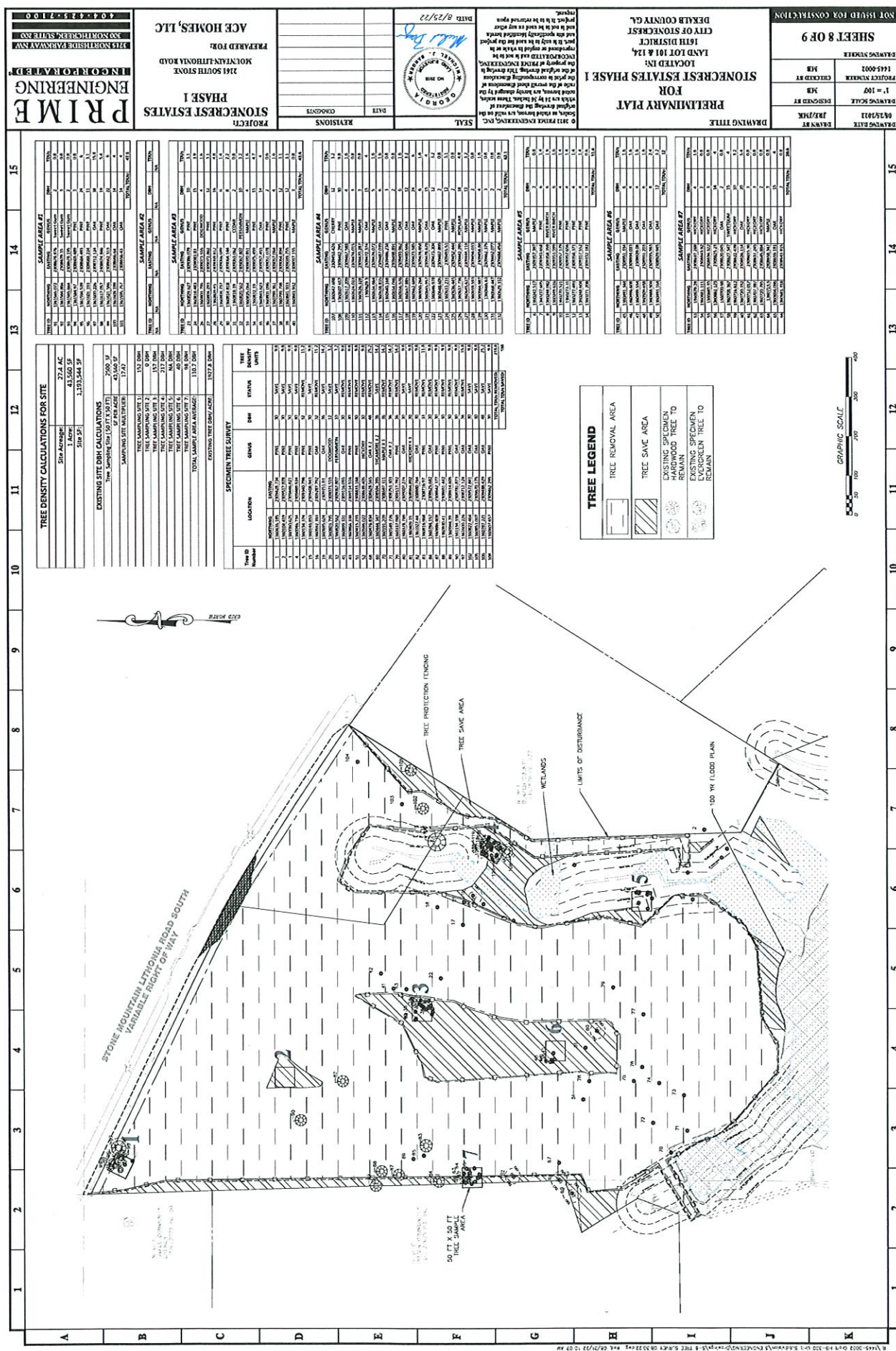
**Match Line**  
MATCH LINE SEE SHEET 5  
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**Notes:**  
1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR BUFFER.  
3. ALL DIMENSIONS ARE TO THE OUTLINE OF THE LOT OR BUFFER.  
4. ALL DIMENSIONS ARE TO THE OUTLINE OF THE LOT OR BUFFER.  
5. ALL DIMENSIONS ARE TO THE OUTLINE OF THE LOT OR BUFFER.















## CITY COUNCIL AGENDA ITEM

**SUBJECT: Purchasing Card Policy Amendment 1<sup>st</sup> Read**

**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):** 09/12/22 & Click or tap to enter a date.

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

**Current Council Meeting:** Monday, September 26, 2022

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

**PRESENTER:** Gia Scruggs

**PURPOSE:** Staff reviewed the policy since the last revision back in February 2022. After the Financial Oversight Committee was presented with the Purchasing card policy at the August 17, 2022, there was a discussion regarding possible revisions to the purchasing card policy. The revisions were also discussed at the Special Called meeting held on September 14, 2022.

**FACTS:** The Finance director is presenting proposed changes to the Purchasing Card Policy for the first read of the ordinance.

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

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

**ATTACHMENTS:**

- (1) Attachment 1 - Draft Purchasing Card Policy Revisions
- (2) Attachment 2 - Purchasing Card Revision Chart



## CITY COUNCIL AGENDA ITEM

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



## Purchasing Card Policy Amendment Recommendations 09.12.22

<u>Staff/Financial Oversight Committee Recommendations</u>	<u>Proposed Amendment Section</u>	<u>Proposed Language</u>
Update language to reflect state law that pertains to employees instead of Elected officials	Section II - General Provisions C. Scope and D. Public Inspection	TBD by City Attorney
Addition of title Leisure Services/Parks Director to the list of officials authorized to have a purchasing card	Section II - General Provisions C. Scope	Add Leisure Services /Parks Director under authorized users
Update language to reflect established requirement for all purchasing card holders	Section II - General Provisions C. Scope and D. Public Inspection	<p>Card holders must be permanent or full time employees whose job requires the use of a purchasing card. Cards will not be issued in the name of a department or work unit to be shared with multiple employees. Only the employee whose name appears on the face of the card is authorized to make purchases with the card. Use by any other person, even if it is for official business or if asked by a cardholder. If another employee is designated, the designee must complete purchasing and purchasing card training, be bonded and have a card issued in their name. The designee must abide by the same requirements as the City Manager, City Chief Financial Officer and department director.</p>
Update language to reflect single transaction and monthly transaction limits for current and additional authorized users of purchasing cards established by Finance Oversight Committee	Section II - General Provisions E. Transaction Limits	<p>Add "The established single transaction limit for the Chief Financial Officer and City Manager cards must be less than \$25,000.00. The established single transaction limit for the Department Director card must be less than \$5,000.00. The established monthly card limit is based upon the city's budgetary constraints and the monthly transaction limits for the Chief Financial Officer and City Manager shall not exceed \$100,000.00. The monthly transaction limits for the Department Directors shall not exceed \$25,000.00. Department directors may be issued a purchasing card with the appropriate justification from the department director, approval from the City Manager and Finance Director indicating the operation need, be bonded and attend purchasing and purchasing card training. The Finance Director will notify Council of all new Purchasing Card holders."</p>





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# **PURCHASING CARD POLICY**

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LAST REVISED: 02.14.22

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**DISCLAIMER OF LIABILITY FOR IMPROPER PURCHASING: THE CITY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY PURCHASE, EXPENDITURE, PROMISE OR AGREEMENT FOR EXPENDITURE ARISING FROM ANY PROCUREMENT MADE IN ITS NAME OR IN THE NAME OF ANY AGENCY, AUTHORITY, COMMISSION, OR OTHER GOVERNMENTAL BODY UNDER ITS AUTHORITY, BY AN UNAUTHORIZED PERSON OR ANY PERSON ACTING IN VIOLATION OF THIS PURCHASING POLICY OR OUTSIDE OF THE AUTHORIZATION OR DELEGATION AS PROVIDED BY THIS POLICY. THE EXPENSE OF ANY SUCH TRANSACTION SHALL BECOME THE PERSONAL LIABILITY OF THE INDIVIDUAL AT FAULT UNLESS OTHERWISE RATIFIED OR EXEMPTED BY MAYOR AND COUNCIL.**

## SECTION I – DEFINITIONS

---

When used in this policy, the following words, terms and phrases, and their derivations, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. CITY means the City of Stonecrest and, as the context warrants, those persons or bodies authorized to act on its behalf, including, but not limited to, the City Council, committees, boards and staff.
- B. CITY ETHICS POLICY shall mean Article X, Ethics, of Chapter 2, Administration, of the Code of the City of Stonecrest, Georgia.
- C. CITY FINANCE DIRECTOR/FINANCE DIRECTOR means the City Accountant as described in the City Charter, his agent, or the department head of the City Finance Department, if such a department is in existence.
- D. EMPLOYEE means an individual drawing a salary or wage from the City whether on a full-time or part-time basis. The term shall encompass all members of the City Council without regard to whether or not such individuals are compensated. For purposes of this Purchasing Policy the term “employee” shall include, any Vendor or any employee of such Vendor who has entered into a Contract with the City to provide administrative and department services contemplated in Section 2.12 of the Charter of the City.
- E. EMERGENCY PURCHASES means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.
- F. EMERGENCY means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.
- G. GOODS or COMMODITIES means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities other than Capital Assets.
- H. GOVERNING AUTHORITY means the Mayor and City Council of the City of Stonecrest or its designee(s).
- I. OFFICIAL means any City elected or appointed person who holds office or any person appointed by the mayor and council of the City to serve on (1) the planning commission of

the City, (2) any board or commission of the City having quasi-judicial authority; and, (3) any authority created by the City, either individually or jointly with other local governments pursuant to Georgia law.

- J. PERSON means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.
- K. PURCHASING is the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the City. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.
- L. PURCHASING AGENT means the principal purchasing official of the City who is authorized and appointed to purchase a range of Goods, Capital Assets, Real Estate, Services, Construction Services, or Professional Services on a routine basis.
- M. REQUISITION means an internal document, provided by a department to the Purchasing Agent that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Capital Assets, Real Estate, Services, Construction Services or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.
- N. SERVICES mean any performance of effort or labor, for which the City has contracted other than Professional Services or Construction Services. Services include, but are not limited to, janitorial, landscaping, and street striping.
- O. THE REQUESTING DEPARTMENT/DIVISION (User) is defined as the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.



## SECTION II - GENERAL PROVISIONS

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### A. Authority

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. Senate Bill 208 provided a charter for the City of Stonecrest (the "City Charter") to establish the government structure of the city, define boundaries, specific powers, functions, essential procedures, and legal control. The City Charter authorizes the city council by ordinance to establish procedures for a system of centralized purchasing for the city. As a part of the City's centralized purchasing the city council must authorize the issuance and specify policies regarding the use of government purchasing cards or government credit cards by public vote.

### B. Purpose

The purpose of this policy is to set requirements and standards for the City of Stonecrest, Georgia Purchasing Card Program. The policy is not intended to replace current State of Georgia statutes but is intended to comply with such state laws and establish more efficient guidelines for employees using such purchasing cards. At no time should a city issued purchasing card or credit card be used for personal purchases regardless of the circumstances. Utilizing the purchasing card or credit card for personal use or for any item or service not directly related to official city business may result in disciplinary action including, but not limited to, felony criminal prosecution. All purchases utilizing a government purchasing card or government credit card must be in accordance with these guidelines and with state law.

### C. Scope

This purchasing card policy, as authorized by the City Charter, applies to the use of government purchasing cards or government credit cards used by employees authorized to be issued such government purchasing cards or government credit cards. The below list of employees have been authorized by the governing authority of the City to use such government purchasing cards or government credit cards and must abide by all of the applicable state laws and this purchasing card policy. Cardholders must be permanent or full-time employees whose jobs require the use of purchasing card. The cardholder must be bonded. Cards will not be issued in the name of a department or work unit (e.g. Facilities Management) to be shared by multiple employees. Only the employee whose name is shown on the face of the card is authorized to make purchases with the card, either in person, online, or telephone. Use by any other person, even if for official City business, is considered misuse of the card. If another employee is designated, the designee must complete purchasing and purchasing card training, be bonded and have a card issued in their name. The designee must abide by the same requirements as the City Manager or City Chief Financial Officer.

- a. City Manager or designee
- b. City Chief Financial Officer or designee

c. Department Director

**D. Public Inspection**

In accordance with O.C.G.A. § 50-18-71 where applicable any documents related to purchases using government purchasing cards or government credit cards incurred by employees shall be available for public inspection.

**E. Transaction Limits**

Transaction limits are hereby established to ensure compliance with state purchasing laws, maintain proper budgetary controls, and to minimize excessive use of any individual credit line. Individual monthly card limits cannot exceed those established by the municipal governing authority. The established single transaction limit for each a department director card must be less than \$5,000.00. The established monthly card limit is based upon the city's budgetary constraints and is not to exceed \$25,000.00 per month for a department director; provided however the monthly transaction limit for the City Manager and Chief Financial Officer shall not exceed \$100,000.00. Any exceptions to the standardized limits must have express written approval by the municipal governing authority and must be added to this policy by amendment or addendum. Changes in spending limits shall be submitted to the Purchasing Agent along with the rationale for the change (increase or decrease) with a copy to the Finance Director and City Manager. Department directors may be issued a purchasing card with the appropriate justification from the department director, approval from the City Manager and Finance Director indicating the operation need, be bonded and attend purchasing and purchasing card training. The Finance Director will notify Council of all new Purchasing Card holders.

	City Manager	Finance Director	Designee	Department Director
Single Transaction Limit	\$25,000	\$25,000	\$5,000	\$5,000
Monthly Transaction Limit	\$100,000	\$100,000	\$25,000	\$25,000

**F. Purchasing Guidelines**

- a. Purchasing Card Holders may not use a government purchasing card or government credit card for the following:
  - i. Any purchases of items for personal use.
  - ii. Cash refunds or advances.
  - iii. Any transaction amount greater than the transaction limits set for by this policy.
  - iv. Items specifically restricted by this policy, unless a special exemption is granted by the municipal governing authority.

- v. Alcohol or liquor of any kind. Such purchases should not be made with the purchasing card and may not be reimbursed by the city.
  - vi. Purchases or transactions made with the intent to circumvent the city purchasing policy, transactional limits, or state law.
  - vii. Participation in loyalty points programs is prohibited with the purchasing card.
- b. Purchasing Card Holders may use government purchasing cards or government credit cards to purchase goods and/or services not prohibited by this policy or state law. Such purchases include, but are not limited to:
- i. Purchases of items for official city use which fall within the transactional restrictions of this policy.
  - ii. Purchase of lodging, fuel, food, non-alcoholic beverages, or education and training materials while on city business.
  - iii. Emergency purchases necessary to protect city property.

#### **G. Administrator**

The city designates the Purchasing Agent as the program administrator of government purchasing cards or government credit cards. Such administrator shall:

- a. Serve as a liaison between the city's cardholders and the issuers of such cards.
- b. Maintain the cardholder agreement for all cardholders.
- c. Provide instruction, training, and assistance to cardholders
- d. Maintain account information and secure all cardholder information.
- e. Keep cardholders up-to-date on new or changing information.

- f. Upon receipt of information indicating fraudulent use or lost/stolen cards immediately report it to appropriate parties, including the issuer.
- g. Ensure all card accounts are being utilized properly as set forth by state law and this policy.
- h. Define the city's policy and procedures for proper documentation and storage of receipts, logs, and approvals required under this policy.
- i. Identify any changes to named persons authorized to use a government purchasing card or government credit card.
- j. Shall immediately cancel the purchasing card upon employee's termination or resignation.
- k. Upon official notification of an impending departure from the City, the respective card holder's card limit shall be reduced to zero.
- l. Shall place purchasing card holder's card on an inactive status while employees are on leave.
- m. Shall not be assigned a purchasing card.

Any other duties assigned by the municipal governing authority.

## **H. Accounting and Auditing**

- I.** The Administrator, in an effort to ensure compliance with city policy and state law, will conduct monthly and/or quarterly reviews and audits of all government purchasing card or government credit card transactions. The review is designed to ensure compliance, identify non-compliance issues and misuse, and through corrective measures assist the city with improving compliance. By the last day of the month, a requisition form, all transaction receipts and supporting documentation must be emailed to the appropriate finance staff. The monthly and/or quarterly review shall happen within 10 days of the start of the new month or quarter and . reconciliation to the General ledger shall occur monthly. The internal auditor shall review approval process for compliance at interval described in the audit work plan. If reoccurring software subscriptions are paid with a purchasing card, the Information Technology manager shall maintain and provide to the finance department a listing of all monthly reoccurring charges. After completing the monthly/quarterly audit, the Administrator shall notify cardholders of any violations or questions the Administrator has that occurred within that previous month/quarter. Depending on the severity of the violation, the Administrator may suspend or revoke the use of the government purchasing card or government credit card after notification to the cardholder and to the municipal governing authority, but only after consultation with the city attorney. Any unresolved violations should be reported to the municipal governing authority and the city attorney in writing within 5 business days

## **J. Violations**

Utilizing the purchasing card or credit card for personal use or for any item or service not directly related to such official city business may result in disciplinary action including, but not limited to, felony criminal prosecution. The use of a government purchasing card or government credit card may be suspended or revoked when the Administrator, after

consultation with the city attorney, determines that the cardholder has violated the



approved policies or state law regarding the use of the government purchasing card or government credit card. Issuing or facilitating issuance of a purchasing card to an unauthorized person, possession of a purchasing card by an unauthorized person, and any other violation stated herein shall be subject to disciplinary action up to and including termination. The Administrator shall follow guidance from the code reference in sections C and D above.

**K. Agreement**

Before being issued a government purchasing card or government credit card under this policy and state law, all authorized users of government purchasing cards or government credit cards shall sign and accept below indicating that such user will use such cards only in accordance with the policies of the city and with the requirements of state law. The Cardholder shall be responsible for all charges associated with the purchasing card and will maintain possession with adequate safeguards in place to prevent unauthorized use.

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Signature

Date:

STATE OF GEORGIA  
COUNTY OF DEKALB  
CITY OF STONECREST

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF  
STONECREST, GEORGIA ESTABLISHING CHAPTER  
2(ADMINISTRATION) ARTICLE VI(FINANCE) DIVISION  
2(PURCHASING) SECTION 2-261(PURCHASING CARD POLICY) AND  
TO AMEND CHAPTER 2(ADMINISTRATION) ARTICLE VI(FINANCE)  
DIVISION 2(PURCHASING) SECTION 2-261(PURCHASING CARD  
POLICY) BY UPDATING THE LEGAL AUTHORIZION, ADDING AN  
AUTHORIZED USER, CLARIFYING CARDHOLDER POLICIES AND  
UPDATING TRANSACTIONAL LIMITS; TO PROVIDE AN EFFECTIVE  
DATE; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER LAWFUL  
PURPOSES.**

**WHEREAS,** the governing authority of the City of Stonecrest ("City") is the Mayor and Council thereof; and

**WHEREAS,** pursuant to the City charter the City has the power to define, regulate, and prohibit any act, practice, conduct, or use of property which is detrimental to health, sanitation, cleanliness, welfare, and safety of the inhabitants of the city, and to provide for the enforcement of such standards; and

**WHEREAS,** the purpose of the Financial Management Policies Purchasing Card Policy ("Purchasing Card Policy") is to is to set requirements and standards for the City of Stonecrest, Georgia Purchasing Card Program.; and

**WHEREAS,** the City desires to establish Chapter 2(Administration) Article VI(Finance) Division 2(Purchasing) Section 2-261(Purchasing Card Policy) and amend provisions of the Purchasing Card Policy to provide updates and insert new language as needed.

**BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA,** and by the authority thereof:

**Section 1.** The Code of Ordinances, City of Stonecrest, Georgia is hereby amended by establishing Chapter 2(Administration) Article VI(Finance) Division 2(Purchasing) Section 2-261(Purchasing Card Policy) to be read and codified as follows with added text in bold:

**Sec. 2-261. - Purchasing card policy.**

**1. The Mayor and City Council of the City of Stonecrest, Georgia, hereby adopts the Financial Management Policies Purchasing Card Policy of the City of Stonecrest, Georgia, as contained in Exhibit "A" attached to Ordinance No. \_\_\_\_\_, and incorporated herein by this reference.**

The Purchasing Card Policy shall be amended by adopting the provisions set forth in Exhibit A attached hereto and made a part by reference.

STATE OF GEORGIA  
COUNTY OF DEKALB  
CITY OF STONECREST

Item XII. c.

ORDINANCE NO. \_\_\_\_\_

**Section 2.** The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

**Section 3.** (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

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

**Section 4.** Penalties as provided in Section 1-11 of the Code of Ordinances, City of Stonecrest, Georgia shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

**Section 5.** All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

**Section 6.** The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

[SIGNATURES ON THE FOLLOWING PAGE]

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

*Item XII. c.*

**ORDINANCE NO. \_\_\_\_\_**

**CITY OF STONECREST, GEORGIA**

\_\_\_\_\_  
**Jazzmin Cobble, Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
**City Attorney**

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

*Item XII. c.*

**ORDINANCE NO. \_\_\_\_\_**

## **EXHIBIT A**





## CITY COUNCIL AGENDA ITEM

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**SUBJECT: Purchasing Policy Amendment Ordinance 1<sup>st</sup> Read**

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**AGENDA SECTION:** *(check all that apply)*

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

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**CATEGORY:** *(check all that apply)*

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

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

---

**Previously Heard Date(s):** 06/17/21 & 02/14/22

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

**Current Council Meeting:** Monday, September 26, 2022

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

**PRESENTER:** Gia Scruggs

**PURPOSE:** After the Financial Oversight Committee was presented with the Purchasing policy and the City Attorney and Finance Department had additional revisions that needed to be incorporated into the City's purchasing policy earlier this year.

**FACTS:** Based on recommendations from the Financial oversight committee, City Attorney and staff recommendations, the Finance director is presenting proposed changes to the Purchasing policy for discussion with the City Council. The most substantial changes to this policy include the removal of the purchasing card policy (Appendix B) so that is a stand alone policy, the increase to \$4,999.99 for the Department Head authorization of purchases, the increase to the amendment/change order amount from \$2,500 to \$25,000, the addition of the approval of computer hardware/software purchases marketing/media content being approved by the Communications/IT Director, and clarifying language regarding completion of due diligence items prior to requesting a resolution from the City Council.

**OPTIONS:** Discussion only [Click or tap here to enter text.](#)



## CITY COUNCIL AGENDA ITEM

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**RECOMMENDED ACTION:** Discussion only [Click or tap here to enter text.](#)

**ATTACHMENTS:**

- (1) Attachment 1 - Draft Purchasing Policy Revisions
- (2) Attachment 2 - Policy Revision Chart
- (3) Attachment 3 - Ordinance
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)

Purchasing Policy Amendment Recommendations 02.14.22			
Staff/Financial Oversight Committee Recommendations		Proposed Amendment	Proposed Language
		Section	
Removal of Purchasing Card Policy from Purchasing Policy		Appendix B	Remove Procurement Card Policy
Removal of language associated with the procurement card		Section III - Purchasing Agent A. 23	Remove "Administer the use of the purchasing cards in compliance with the Purchasing Card policy which is attached as Appendix B hereto and incorporated herein by reference. The use of all city issued purchasing cards shall be governed by the Purchasing Card Policy".
Increase to the amendment/change order amount from \$2,500 to \$25,000		Section IV - Procurement Process B. Purchase Orders and Contracts 7. (1) Purchasing Thresholds Matrix	"If a quoted price of a change order is more than \$25,000, it shall require additional requisition and approval from all necessary parties pursuant to the Purchasing Thresholds.
Addition of approval of Computer hardware/software purchases, marketing/media content to be approved by the Communications/IT Director		Section IV - Procurement Process. (1) Purchasing Threshold Matrix Appendix B: Purchase Requisition	Add "**** ALL COMPUTER SOFTWARE/HARDWARE AND MARKETING/MEDIA CONTENT MUST BE APPROVED BY THE COMMUNICATIONS/IT DIRECTOR". Add signature approval Communications/IT Director on Purchase Requisition
Clarification of language regarding completion of due diligence items prior to requesting a resolution from the City Council.		Section B.	"Prior to requesting a resolution from the City Council authorizing the City Manager to execute any and all closing documents to complete the purchase of the property.
Revisions to Table of Contents, revision to definition language for clarity		Table of Contents, definitions	renumbering, revised definition terms
Addition of Evaluator Conflict of Interest Criteria		Section II - Ethics in Procurement H.	Add "See Appendix D for Sample City Evaluator Conflict of Interest Disclosure"
Addition of Evaluator Conflict of Interest Disclosure		Appendix D: Sample Evaluator Conflict of Interest Declaration Form	Add Evaluator Conflict of Interest Disclosure
Addition of City Employee/Official Conflict of Interest Disclosure		Appendix C: Sample City Employee/Official Conflict of Interest Declaration Form	Add City Employee/Official Conflict of Interest Disclosure
Addition of language regarding City employee/Official Conflict of Interest		Section II - Ethics in Procurement A. 3	Add "See Appendix C for Sample City Employee/Official Conflict of Interest Disclosure"
Addition of language regarding City DBE program goal and objectives		Appendix E: Sample DBE Objectives and Goals	Add Sample DBE Objectives and Goals
Addition of language regarding Example of DBE goals		Appendix F: Example of DBE Goals	Add Sample DBE Goals



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# PURCHASING POLICY

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LAST REVISED: draft 02.14.22

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**DISCLAIMER OF LIABILITY FOR IMPROPER PURCHASING: THE CITY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY PURCHASE, EXPENDITURE, PROMISE OR AGREEMENT FOR EXPENDITURE ARISING FROM ANY PROCUREMENT MADE IN ITS NAME OR IN THE NAME OF ANY AGENCY, AUTHORITY, COMMISSION, OR OTHER GOVERNMENTAL BODY UNDER ITS AUTHORITY, BY AN UNAUTHORIZED PERSON OR ANY PERSON ACTING IN VIOLATION OF THIS PURCHASING POLICY OR OUTSIDE OF THE AUTHORIZATION OR DELEGATION AS PROVIDED BY THIS POLICY. THE EXPENSE OF ANY SUCH TRANSACTION SHALL BECOME THE PERSONAL LIABILITY OF THE INDIVIDUAL AT FAULT UNLESS OTHERWISE RATIFIED OR EXEMPTED BY MAYOR AND COUNCIL.**

## SECTION I – GENERAL PROVISIONS

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### (1) PURPOSE AND OBJECTIVE

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The purpose of this policy is to state the City's position regarding the responsibility and authority for the acquisition and contracting for Goods, Services, Professional Services, Real Estate, and Capital Assets. This policy will clarify purchasing functions and outline purchasing policies, as well as describe departmental relationships, responsibilities and participation in the procurement cycle. Moreover, this policy will provide control functions, assure proper record keeping and confirm purchases in writing to allow the City to meet the following goals:

- A. Ensure that tax dollars are spent in the most economical way;
- B. Maintain at all times and under all conditions a continuous supply of Goods and Services necessary for the operation of the City;
- C. Encourage and promote fair and equal opportunity for all persons doing, or seeking to do, business with the City;
- D. Safeguard the quality and integrity of the City's procurement process;
- E. Ensure compliance with laws and regulations pertaining to procurement;
- F. Manage procurement and inventories of purchased Goods to meet the use requirements of City departments at the most advantageous cost to the City;
- G. Administer procurement contracts and contract amendments; and
- H. Properly dispose of all material and equipment declared to be surplus or obsolete.

In addition, this policy is to set a standard of environmentally preferable procurement and demonstrate the City's commitment to environmental, economic, and social stewardship. The City has a unique opportunity to further expand its leadership in the area of environmentally preferable purchasing, and through its actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. This policy will guide the City's efforts in procuring environmentally preferable Goods and Services.

The philosophy behind this policy is one of separating the need for Goods and Services from the function of negotiation and executing the necessary contractual purchase agreement.

### (2) SCOPE OF POLICY

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This policy and the award of bid provisions herein are solely for the fiscal responsibility and benefit of the City of Stonecrest, and confer no rights, duties or entitlements to any vendor, bidder or proposer.

The scope of this purchasing policy covers the procurement of most Goods and Services for non-construction purposes without regard to the past method by which the material or service has been or is customarily procured. The policy covers all contractual and purchase agreements between the City and another Person. The procurement function includes the initial agreement/purchase, changes and/or re-negotiations. This policy establishes the specific responsibility and authority of the procurement of materials and services.

As part of the audit process, the internal controls and accounting processes outsourced to municipal services Vendors will be evaluated and a measure of assurance given as a requirement of completion of the City's annual audit. The staff of outsourced municipal services Vendors assigned to work at City offices and perform purchasing activities on behalf of the City is not exempt from the City's adopted Purchasing Policy. Furthermore, unless due to the lack of competitive options, the City will not typically procure Goods and Services from outsourced municipal services Vendors not expressly stated in their contract to provide municipal services or which do not have a direct impact on the Vendor's ability to provide those contracted services.

The provisions of this policy do not apply to procurements for the following:

- A. Public works construction contracts to the extent governed by O.C.G.A. §36-91-1 *et seq.*;
- B. Services and construction whose procurement falls under a conflicting federal or Georgia statute;
- C. Works of art for public places, or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers;
- D. Antiques and other unique assets of historical value, including restoration of these items;
- E. Real Property, including but not limited to transactions governed by O.C.G.A. § 36-37-1 *et seq.*, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property, and other related costs of disposition and/or acquisition of real property, except as provided in Section VII(F) (Real Estate Acquisitions);
- F. Employee Benefits and health related services procured through a quotation and negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records;
- G. Travel, entertainment, conferences, training, speakers, instructors, facilitators, and meeting expenses, or other expenditures covered by another City policy;
- H. Dues, memberships, and board member fees;
- I. Insurance procured through a negotiating process;

- J. Legal services, litigation, experts and materials, and related legal expenses;
- K. Items or services procured for resale or to generate a revenue;
- L. Advertisements including, but not limited to, bid/proposal solicitations and legal advertisements required by law or by City policy;
- M. Financial Instruments: Professional services and instruments/products related to the City's financial well-being, including but not limited to the following areas: marketing of bonds and other forms of debt or debt management, investments, banking, assets, and pension assets;
- N. Subscriptions and dues established during the budget process;
- O. Utilities;
- P. Seized Property included in a court order authorizing disposal;
- Q. Grant awards or agreements that require certain firms or individuals to perform the work;
- R. Contracts involving federal funding whose procurement falls under a conflicting federal or Georgia statute or regulation, except as provided in Section VIII.

### **(3) DEFINITIONS**

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When used in this policy, the following words, terms and phrases, and their derivations, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. **ADDENDUM** means a change, clarification or correction in the Solicitation Documents, prior to the award of a Contract.
- B. **AMENDMENT** means an agreed upon change order, addition to, deletion from, correction or modification of a Contract including a Contract Extension or a Contract Renewal.
- C. **BID / PROPOSAL BOND** means a form of bid security executed by the Bidder (or Proposer) as principal and by a Surety, to guarantee that the Bidder (or Proposer) will enter into a Contract within the time specified in the Invitation for Bid or Request for proposals, and will furnish the necessary bonds and insurance, and meet any other requirements of those documents.
- D. **BIDDER** means a person or entity submitting a bid or quote to the City for the supply of Goods or Services.
- E. **CAPITAL ASSET** is an item of personal property having a normal life expectancy of three years or more other than components.

- F. CITY means the City of Stonecrest and, as the context warrants, those persons or bodies authorized to act on its behalf, including, but not limited to, the City Council, committees, boards and staff.
- G. CITY ETHICS POLICY shall mean Article X, Ethics, of Chapter 2, Administration, of the Code of the City of Stonecrest, Georgia.
- H. CITY FINANCE DIRECTOR/FINANCE DIRECTOR means the City Accountant as described in the City Charter, his agent, or the department head of the City Finance Department, if such a department is in existence.
- I. COMPETITIVE AWARD means a procurement based upon the outcome of one of the competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.
- J. CONSTRUCTION means the process of building, altering, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property including the provision of materials therefor. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings or real property.
- K. CONSTRUCTION SERVICES means services rendered by an independent and licensed contractor having expertise in Construction.
- L. CONTRACT means all types of City agreements for the purchase or disposal of Goods, Real Estate or Capital Assets, and the procurement of Services, Professional Services or Construction Services regardless of what they may be called, including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts and purchase orders. Contracts also include Amendments, modifications and supplemental agreements with respect to any of the foregoing. Every Contract must be duly authorized and approved prior to execution.
- M. CONTRACT EXTENSION means an Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current expiration date exist.
- N. CONTRACT RENEWAL means an exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.
- O. COOPERATIVE PURCHASE means a group of public entity purchasers organized for the purpose of creating contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members of the group can benefit.



- P. **EMPLOYEE** means an individual drawing a salary or wage from the City whether on a full-time or part-time basis. The term shall encompass all members of the City Council without regard to whether or not such individuals are compensated. For purposes of this Purchasing Policy the term “employee” shall include, any Vendor or any employee of such Vendor who has entered into a Contract with the City to provide administrative and department services contemplated in Section 2.12 of the Charter of the City.
- Q. **EMERGENCY PROCUREMENT** means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.
- R. **EMERGENCY** means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.
- S. **ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES** means Goods and Services that have a lesser or reduced negative effect on human health and the environment when compared with competitive Goods and Services that serve the same purpose.
- T. **GEORGIA PROCUREMENT REGISTRY** means the state’s central bid registry established by the Department of Administrative Services, which provides a public listing of solicitations posted by state entities and local governments.
- U. **GIFTS or FAVORS** means anything of any service or value. Value shall as defined in any City of Stonecrest ethics policy.
- V. **GOODS or COMMODITIES** means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities other than Capital Assets.
- W. **GOVERNING AUTHORITY** means the Mayor and City Council of the City of Stonecrest or its designee(s).
- X. **INFORMAL WRITTEN QUOTES (IWQ)** means all documents utilized for soliciting quotations for Goods, Services, or Professional Services, in which award is made based on the lowest responsive and responsible quotation and in which the type or cost of the procurement does not require a more formal Bid or proposal process.
- Y. **INVITATION FOR FORMAL BID (IFB)** means all documents utilized for soliciting bids, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. Bids are requested when requirements are clearly defined, price is the major determining factor for award, and a formal sealed submittal is required.

- Z. **LATE BID/PROPOSAL** means a Bid or proposal received after the time or date such bid or proposal was due, as stated in the Solicitation Documents.
- AA. **LIFE CYCLE COST ASSESSMENT** means the comprehensive accounting of the total cost of ownership, including initial costs, energy and operational costs, longevity and efficacy of service and disposal costs.
- BB. **MULTIPLE AWARD CONTRACT** means a Contract based upon one solicitation awarded to two or more Vendors to supply Goods or Services.
- CC. **NEGOTIATED AWARD** means a procurement made as the result of negotiations between the City and a Supplier, such as a Sole Source Procurement or Single Source Procurement or another instance, including competitive Invitation to Negotiate, where a Contract award based on direct negotiations with a Supplier of Goods or Services is appropriate.
- DD. **OFFICIAL** means any City elected or appointed person who holds office or any person appointed by the mayor and council of the City to serve on (1) the planning commission of the City, (2) any board or commission of the City having quasi-judicial authority; and, (3) any authority created by the City, either individually or jointly with other local governments pursuant to Georgia law.
- EE. **ORDINANCE** means related Administration Ordinance in Chapter 2 of the City's Municipal Code.
- FF. **PAYMENT TERMS** means the established due date for payments by the City to pay an invoice. Absent any agreement otherwise stated, the City's payment term will be Net 30.
- GG. **PERFORMANCE BOND** means a bond provided by a contractor/supplier in which a surety guarantees to the City that the Goods or Capital Assets are delivered or the Services or Construction Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the City's requirements may, at the reasonable discretion of the City, be substituted for the performance bond.
- HH. **PERSON** means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.
- II. **PRACTICAL** means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.
- JJ. **PRE-QUALIFICATION** means the part of a competitive procurement process in which the City determines, based on standards developed for a specified product or service, which interested Vendors meet those standards and are eligible for further consideration in the purchasing process.

- KK. **PROFESSIONAL SERVICES** means services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education, licensing, training or skill (e.g. janitorial services). Professional Services include, but are not limited to, evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.
- LL. **PROPOSER** means a Person submitting a proposal or qualifications to the City for the supply of Goods, Capital Assets, Real Estate, Construction Services, Services, or Professional Services.
- MM. **PURCHASE ORDER** means a document approved and issued by the Purchasing Agent or designee and accepted by the Vendor to obtain Goods, Capital Assets, and Services.
- NN. **PURCHASING** is the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the City. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.
- OO. **PURCHASING AGENT** means the principal purchasing official of the City who is authorized and appointed to purchase a range of Goods, Capital Assets, Real Estate, Services, Construction Services, or Professional Services on a routine basis.
- PP. **REAL ESTATE** means land and any improvements and appurtenances thereto.
- QQ. **REAL ESTATE ACQUISITION** means the acquisition of a fee interest, estate for years or usufruct in Real Estate by purchase or lease.
- RR. **REQUEST FOR PROPOSALS (RFP)** means all documents utilized for soliciting proposals for Goods, Capital Assets or Services, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. This method is used when factors in addition to price are considered for award.
- SS. **REQUEST FOR QUALIFICATIONS (RFQ)** means all documents utilized for soliciting qualifications for Goods, Services, Capital Assets, Construction Services or Professional Services.
- TT. **REQUISITION** means an internal document, provided by a department to the Purchasing Agent that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Capital Assets, Real Estate, Services, Construction Services

or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.

- UU. **RESPONSIBLE BIDDER OR PROPOSER** means a Person, who, in the exclusive judgment of the City, (a) has the capability in all respects to fully perform the Contract requirements; and (b) the integrity, experience, qualification, and reliability which assures good faith performance.
- VV. **RESPONSIVE BIDDER OR PROPOSER** means a Person, who, in the exclusive judgment of the City, has submitted a bid or proposal that conforms in all material respects to the Solicitation Documents.
- WW. **SERVICES** mean any performance of effort or labor, for which the City has contracted other than Professional Services or Construction Services. Services include, but are not limited to, janitorial, landscaping, and street striping.
- XX. **SHORTLISTING** means the part of a competitive procurement process in which the City determines, based on criteria developed for a specified Good, Service, or Professional Service which of the interested Vendors are the best qualified to be eligible for further consideration in the purchasing process.
- YY. **SINGLE-SOURCE PROCUREMENT** means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services among others in a competitive marketplace, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling a given Purchasing need of the City.
- ZZ. **SOLE-SOURCE PROCUREMENT** means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services when that source is the only one available that can fulfill a given Purchasing need of the City.
- AAA. **SOLICITATION DOCUMENTS** means an Invitation for Bids, Request for proposals, Request for Qualifications, Request for Quotations, or an Invitation to Negotiate including all of the associated forms and documents of each solicitation, or any other types of documents used by the City to procure Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.
- BBB. **SPECIFICATION OR SCOPE OF WORK** means any description of the physical or functional characteristics, or of the nature of Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services. Specifications or Scope of Work may include any function and other criteria that will be required to perform the work and a description of any requirement for inspection, testing, or delivery.

CCC. SUPPLIER, MERCHANT OR VENDOR means a Person currently supplying or in the business of supplying Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.

DDD. SURETY means an organization who, for a consideration, promises in writing to make good the debt or default of another organization. The Surety must be satisfactory to the City and licensed to do business in Georgia.

EEE. THE REQUESTING DEPARTMENT/DIVISION (User) is defined as the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.

## SECTION II – ETHICS IN PROCUREMENT

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Every person, business, or entity involved in the procurement process must adhere to a high standard of ethics. Each will be bound by the City Code of Ethics and this Section II. Whenever this Section II conflicts with the City Code of Ethics, the City Code of Ethics shall control.

### A. Employee Conflict of Interest

It shall be unethical for any City Employee or Official to transact any business or participate directly or indirectly in a procurement Contract when the Employee or Official knows that:

1. The Employee or Official or immediate family of such Employee or Official has a substantial interest pertaining to the procurement Contract, except that the purchase of Goods and Services from businesses which a member of the City Council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement Contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.
2. Any other person, business or organization with whom the Employee, Official or immediate family of such Employee or Official is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract.
3. An Employee, Official or any immediate family of such Employee or Official who holds a substantial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest. *See Appendix C for Sample City Employee/Official Conflict of Interest Disclosure*
4. All Employees and Officials will be asked to sign a disclosure document indicating his or her compliance with the City Ethics Policy.
5. The terms “immediate family” and “substantial interest” shall have the meaning given to such terms in the City Code of Ethics.



## B. Gratuities, Rebates or Kickbacks

1. *Gratuities and other benefits.* It shall be unethical for any Employee or Official to directly or indirectly solicit, demand, receive, accept, or agree to receive any gratuity, reward, offer of employment, services, or thing of value from any person, business, or entity in connection with any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal.

It shall further be unethical for any person, business, or entity to offer, give, or agree to give or offer to give any Employee or Official any gratuity, reward, offer of employment, services, or thing of value with the purpose of influencing any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal.

- i. A “thing of value” shall not include:

- a. Any gift with a value less than \$100.00;
- b. Food or beverage consumed at a single meal or event;
- c. An award, plaque, certificate, memento, or similar item given in recognition of the recipient's civic, charitable, political, professional, or public service;
- d. Promotional items generally distributed to the general public or to public officers;
- e. Rebates normally or routinely offered to customers in the ordinary course of business of such person, business or entity for the purchase of their Goods and Services are acceptable and are the property of the City; and
- f. Educational events, materials, and meals as described in subparagraph (ii).

- ii. *Educational Events.* Nothing in this section shall preclude an Employee or Official of the City from attending seminars, courses, lectures, briefings, or similar functions at any person, business, or entity's facility or at any other place if any such seminar, course, lecture, briefing, or similar function is for the purpose of furnishing the Official, Employee, or Agent with knowledge and information relative to the person, business, or entity's products or services and is one which the City Manager determines would be of benefit to the City. In connection with any such seminar, course, lecture, briefing, or similar function, nothing shall preclude the Employee or Official from

receiving meals or educational materials and business related items of not more than nominal value from a person, business, or entity. However, no Employee or Official shall accept or receive free travel or lodging for less than the value thereof from a person, business, or entity.

2. *Kickbacks and Rebates.* It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.
3. *Contract Clause.* The prohibition against gratuities, rebates and kickbacks prescribed in this Section shall be referenced in every Contract and Solicitation.

C. Prohibition Against Contingent Fees

It shall be unethical for any Person to be retained, or to retain a Person, to solicit or secure a Contract upon any agreement or understanding for a contingent fee, except for agreements with manufacturer representatives, or agents, including, but not limited to, commercial services sales agents engaged in the business of soliciting contracts on behalf of Vendors. A “contingent fee” as used in this subsection C, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a Person has in securing a city Contract.

D. Use of Confidential Information

It shall be unethical for any Employee or Official to knowingly disclose or use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

E. Unauthorized Purchases

No purchases of Goods and Services shall be made in the name of the City or one of its departments, except such as is required for official use by the City or one of its departments. Purchases in the name of the City or a department for personal use by an individual or for other than official use are prohibited, and no City funds will be expended or advanced therefore.

F. Penalties and Sanctions

1. *Legal or disciplinary action by City Council.* The City Council may take appropriate legal and/or disciplinary actions pursuant to the City Code of Ethics against any Employee, Official or other Person in violation of these ethical standards.
2. *Legal or disciplinary action by City Manager.* The City Manager is authorized to take any appropriate legal and/or disciplinary actions, including dismissal, of any Employee violating this Ethics Policy.
3. *Administrative penalties for Employees.* The City Manager may impose any one or more of the following penalties or sanctions on an Employee for violations of the

ethical standards in this Section as appropriate to the situation, subject to the Personnel Manual or other appropriate appeals procedures:

- a) Oral or written warnings or reprimands.
  - b) Suspensions with or without pay for specified periods of time.
  - c) Termination of employment.
4. *Administrative penalties for outside contractors/Vendors.* The City may impose any one or more of the following penalties or sanctions on a Vendor or other Person or organization for violations of these ethical standards:
- a) Written warnings or reprimands.
  - b) Termination of Contracts.
  - c) Debarment or suspension.

#### G. Vendor Contact During Open Solicitations

Persons seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any Official, Employee or other City representative other than the Purchasing Agent named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The City Manager or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

#### H. Evaluator Conflict of Interest

The role of an Evaluation Committee is to objectively evaluate bids/proposals and to identify and recommend the most advantageous bid/proposal. A conflict of interest arises where an Evaluation Committee has some other interest that could materially interfere with their duty to act impartially in the evaluation process.

Evaluation Committee members will be asked to sign a disclosure indicating any conflict of interest before participating in the evaluation. *See* Appendix D for the Sample City Evaluator Conflict of Interest Disclosure. Evaluation Committees may include external specialists and technical experts, if required. Each members' impartiality is equally important as their professional expertise and proficiency throughout the evaluation process. To participate on the Evaluation Committee, each person agrees to declare any conflict of interest, discharge their obligations and responsibilities to the highest standards of integrity, carry out the duties impartially and fairly and refrain from fraud and corruption. They must follow the evaluation rules set out in the bidding documents and the instructions provided to them by the Evaluation Committee Chair.

## SECTION III – PURCHASING AGENT

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The City Council appoints the City Manager, or such other Employee designated by the City Manager, to serve as the Purchasing Agent for the City, until such time an independent third party is appointed and contracted by the City Council to serve as the Purchasing Agent under the direction and control of the City Manager.

### A. Duties and Responsibilities

The Purchasing Agent shall faithfully discharge the following duties and powers of said office:

1. Direct efforts to procure Goods, Capital Assets, Real Estate, Services, Construction Services and Professional Services in accordance with the requirements of this Purchasing Policy, the Code of the City of Stonecrest and Georgia law.
2. Arrange and negotiate the purchase or Contract for all equipment, supplies and contractual services for the City or any using agency; arrange and negotiate for the sale or otherwise dispose of all surplus equipment and supplies or real estate of the City or any using agency, in accordance with the requirements of this Purchasing Policy, the Code of the City of Stonecrest and Georgia law.
3. Manage and supervise purchasing staff.
4. Control and supervise all City storerooms and warehouses.
5. Maintain and adhere to all City purchasing procedures and the Purchasing Policy.
6. Recommend revisions to the Purchasing Policy and related procedures to provide for compliance with laws related to bidding, Contracting and Purchasing as set forth in the State of Georgia Code and Regulations, by examining the applicable laws and developing procedures for bidding, Contracting and procurement processes. Revisions to this Purchasing Policy shall be subject to the approval of City Council.
7. Plan and implement processes for the ongoing protection of the City's interests.
8. Establish guidelines, within the Purchasing Policy, governing the review and approval of specifications for procurement of Goods, Capital Assets and Services based on recyclability, energy and water conservation, life cycle cost, and other environmental considerations.
9. Maintain an inventory record of all materials, supplies, software, or equipment stored in city storerooms, warehouses, and elsewhere, including monthly reports to the Finance Director that include:
  - a) Titles of all formal solicitations and the method of source selections to be used.

- b) Contracts authorized by the City Council, the method of source selection used and the total dollar amount.
  - c) Emergency Contracts awarded pursuant to Section 1.03 of the City's Charter.
  - d) Change orders or Contract modifications authorized by the City Council and the dollar amount and reason.
  - e) Amendments or change orders authorized by the Purchasing Agent and the dollar amount and reason.
  - f) Explanation of any changes, and the costs involved, in the scope of services made between the time a Contract is awarded and the time that the Contract is authorized by the City Council.
  - g) Documentation of the types, quantities, and dollar amounts of environmentally preferable Goods (including the percentage of post-consumer and total recovered material content) and Services purchased. The report shall also include dollar amounts of non-environmental or conventional Goods and Services, identify and discuss instances where this policy is waived or its requirements found impracticable, and highlight barriers to the procurement of environmentally preferable Goods and Services, if applicable.
- 10. Secure all necessary approvals of the City Manager or its designee, and the City Council prior to execution of a Contract or purchase agreement.
  - 11. Determine the most advantageous method of procurement in accordance with the requirements of this Purchasing Policy, the Code of the City of Stonecrest and Georgia law.
  - 12. Ensure that all Contracts are reviewed and approved by the City Attorney pursuant to Section 3.08 of the City Charter.
  - 13. Ensure Council is notified as soon as reasonably possible of all upcoming and active competitive procurements.
  - 14. Whenever possible, utilize City-generated and City Attorney-approved standard goods/services purchasing agreements.
  - 15. Consult with the City Attorney if a contracting party breaches or is reasonably anticipated to breach its Contract with the City.
  - 16. Where in the best interest of the City, require Bid/Proposal Bonds, insurance and other forms of protection for the City on the process of procuring Goods, Capital Assets, Services and Construction Services for the City.



17. Terminate solicitations for bids for any Goods, Capital Assets, Services, Construction Services and Professional Services when, in the opinion of the Purchasing Agent, it is in the City's best interest to do so.
18. Reject any and all bids, when in the opinion of the Purchasing Agent it is in the City's best interest to do so.
19. Advise the Finance Director and City Manager on the status of negotiations, as well as Contract provisions and their impacts on the City.
20. Make recommendations on Contract approval, rejection, Amendment, and cancellation.
21. Provide Contract administration and supervision of Contracts. Such tasks shall include, but not be limited to, monitoring Amendments, obtaining applicable insurance certificates and monitoring applicable progress.
22. Provide and update all forms to procure Goods, Services, and Professional Services, as needed.

## SECTION IV – PROCUREMENT PROCESS

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The procurement process begins when the need to obtain goods or services is identified. All functions that pertain to the acquisition, including competitive procurement, contract negotiation and award, and all phases of contract administration are included in the procurement process.

### A. Purchase Requisition

Requisitions are necessary to initiate the procurement process. A Requisition is essentially a request to purchase Goods, Capital Assets, Services, Construction Services or Professional Services. *See Appendix C* for sample Requisition form. It lets the Purchasing Agent know, in detail, what the Using Department/Division ("User") needs and whether the purchase or expenditure is authorized. In general, Users must prepare Requisitions for all procurements within the scope of this policy that exceed \$5,000.

The following steps shall be completed to initiate the procurement process:

1. *Determine Need:* The User is responsible for determining the need for a good or service and providing appropriate documentation and justification therefor, including a purchase requisition.
2. *Determine Funding:* The User is responsible for ensuring budget availability. Specific budget account numbers must be on the purchase requisition.
3. *Determine Specifications:* The User is responsible for determining the quantity, quality, dimensions, duration and all other necessary specifications essential to the

- determination of what is to be procured. The specifications must, where applicable, conform to the approved City standards for identity and continuity.
4. *Prepare Requisition:* Requisitions shall be prepared far enough in advance that the Purchasing Agent can obtain competitive prices and the Vendor has enough time to make the delivery. A Requisition must contain the following information, where applicable to the goods or services sought:
- a) User's information – name and contact information of the department/division and Employee preparing the purchase Requisition.
  - b) Date issued – the date the Requisition is prepared.
  - c) Need date – must state a definitive delivery date or date/duration of service (lead time of at least one week, must be allowed).
  - d) Complete description and specifications of goods or services.
  - e) Quantity.
  - f) Estimated cost.
  - g) Delivery destination.
  - h) Complete budget account number.
  - i) Previous purchase information, quotation, or contract (if known).
  - j) Known or suggested Vendor(s).
  - k) Authorized Approval – must include signature from department director and Finance Director.
5. *Routing the Requisition.* After preparing the Requisition, Users shall transmit the Requisition to the following stations:
- a) Departmental Authorization- the department director shall certify that the Requisition is authorized.
  - b) Finance Department- the Finance Director shall certify, by signature, that the proper account was listed and the availability of budgetary funds.
  - c) Purchasing Office - the Purchasing Agent shall process the Requisition and obtain all necessary approvals.

6. *Acceptance of Procured Item or Service:* Within 24 hours, the User is responsible for advising the Purchasing Office in writing on a receiving report the receipt of the Goods procured and whether or not such Goods are found to be unsatisfactory. All returns of Goods or Capital Assets must be initiated by the User through the Purchasing Agent. Additionally, all Amendments or cancellation to any agreements must be made by the Purchasing Agent.

B. Purchase Orders and Contracts

1. The Purchasing Agent shall issue Purchase Orders for all approved Requisitions.
2. If a Contract is required or appropriate, all negotiations of agreements for Goods and Services shall be conducted by the Purchasing Agent. It is recognized that special situations may exist where there is a special need for the User to be involved in the negotiation process. This must be in conjunction with the Purchasing Agent at all times. The Purchasing Agent will make final recommendation for agreements.
3. The Purchasing Agent will review the Contract for form, completeness, insurance considerations, legal implications, and any other items dictated by each situation. The Contract will then be sent to the User and approved by the Department Director and returned to Purchasing.
4. All Contracts not arising out of the proprietary functions of the City shall conform with O.C.G.A § 36-60-13.
5. It is the responsibility of the Purchasing Agent to secure all necessary approvals prior to execution of a Contract or purchase agreement.
6. Once the Contract is officially executed, the original of the Contract will be filed in the City Clerk's office.
7. Once a Contract is awarded by the City, the Contract may be amended, without the necessity of rebidding such Contract, provided the original Contract amount and the scope of the Contract is not substantially altered. The Purchasing Agent will review all change orders. Change orders will be processed to correct the account distribution, quantity, addition/deletion of line items, change in description and unit price. If a quoted price of the change order is more than \$25,000, shall require additional Requisition and approval from all necessary parties pursuant to the Purchasing Thresholds. The Purchasing Agent cannot use the change order process to circumvent the Purchasing Policy. Change orders cannot substantially change the scope of the Contract.

## SECTION V – PURCHASING THRESHOLDS

The following dollar amounts and approvals apply to all city departments.

### (1) PURCHASING THRESHOLDS MATRIX

	Procurement Method*	Required Approvals**	Amendments/Change Orders
≤ \$4,999.99	No Requisition/Purchase Order necessary.	1. Department Director	Increases greater than \$25,000 (excluding any contingency) require additional Requisition and approval from all necessary parties
\$5,000 - \$9,999.99	Three verbal quotes - Requisition, Purchase Order, and/or Contract as appropriate	1. Department Director 2. Finance Department 3. Purchasing Agent 4. City Attorney (contracts)	
\$10,000 - \$24,999.99	Competitive Procurement: Informal Solicitation - Requisition, Purchase Order, and/or Contract as appropriate	1. Department Director 2. Finance Department 3. Purchasing Agent 4. City Manager 5. City Attorney (contracts)	
\$25,000 & >	Competitive Procurement: Formal Solicitation - Requisition, Purchase Order, and/or Contract as appropriate Contract as appropriate	1. Department Director 2. Finance Department 3. Purchasing Agent 4. City Manager 5. City Attorney (contracts) 6. City Council	
* The Procurement Methods listed above are not applicable to Sole Source Procurement, Single Source Procurement, Emergency Procurement, Cooperative Purchasing, and Real Estate Acquisition. <i>See</i> Section VII (Noncompetitive Procurements). Notwithstanding this exclusion, the Required Approvals must still be obtained based on the applicable purchasing threshold unless otherwise provided in Section VII.			
** City Council approval always required if purchase not within annual budget.			
*** ALL COMPUTER SOFTWARE/HARDWARE AND MARKETING/MEDIA CONTENT MUST BE APPROVED BY THE COMMUNICATIONS/IT DIRECTOR			

### (2) PURCHASING THRESHOLDS EXPLAINED

Though competitive procurement may not be required under the applicable purchasing threshold, the Purchasing Agent may require the purchase to be competitively procured if he or she deems it necessary to best serve the interests of the City.

- A. Small purchases may be made up to **\$4,999.99** without bids. Department Director may approve said small purchases if within annual budget. User shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered. A Purchase Order is not necessary unless the vendor requires such. In the event a Purchase Order is required, the User must provide a Requisition to the Purchasing Agent for processing. This must be approved by the Purchasing Agent and Finance Department. If a contract is involved, it may be executed by the City Manager or Mayor without need of review by the City Attorney.
- B. Purchases from **\$5000 - \$9,999.99** will require a Requisition, Purchase Order, and a minimum of three verbal quotes. If after due diligence, the User cannot reasonably find a third quote, the Purchasing Agent can waive the quote requirement if presented with sufficient written justification from User. The Department Director, Purchasing Agent, and Finance Director must approve the purchase. The Purchasing Agent shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered. If a contract is involved, it must be reviewed and approved by the City Attorney and may be executed by the City Manager or Mayor.
- C. Purchases from **\$10,000 - \$24,999.99** will require a Requisition, Purchase Order, and a minimum of three informal quotes/bids/proposals. *See* Informal Solicitations, Section VI (1). If after due diligence, the User cannot reasonably find the required quotes/bids/proposals, the Purchasing Agent can waive the quote requirement if presented with sufficient written justification from User. The Department Director, Purchasing Agent, Finance Director, and City Manager must approve the purchase. If a contract is involved, it must be reviewed and approved by the City Attorney and may be executed by the City Manager or Mayor.
- D. Purchases from **\$25,000 and greater** will require a Requisition, Purchase Order, and formal solicitation. *See* Formal Solicitations, Section VI (2). The Department Director, Purchasing Agent, Finance Director, City Manager, and City Council must approve the purchase. If a contract is involved, it must be reviewed and approved by the City Attorney and executed by the Mayor.
- E. *State/Federal Grants or Funds.* Periodically, the City may be given private/public grants and donations from sources such as the State and Federal Government and private corporations. These types of solicitations are more restrictive and may dictate the procurement process and methodology that the City is to follow for an award. *See* Projects Using Federal Aid Highway Program (FAHP) Funding, Section VIII. Both federal and state procurement supersedes the purchasing requirements of the City when buying goods and services using federal or state grant monies. Departments should refer to the Federal Acquisition Regulations for guidance on specific federal procurement policies.



## SECTION VI – COMPETITIVE PROCUREMENTS

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### (1) INFORMAL SOLICITATIONS

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Requests for informal quotes, bids, and proposals are Informal Solicitations (“IS”) that are prepared and issued with the goal of obtaining competitive responses. Informal Solicitations shall be used for all Purchases from **\$10,000 - \$24,999.99**, unless otherwise provided by this policy. The steps to complete an IS are outlined below. Unless otherwise provided, the responsibility for these steps shall fall on the User:

- A. Prepare Requisition and Develop specifications, scope of work, etc. for all goods and services being requested. Upon finalization of the specifications, prepare any documents required by the IS and send to Purchasing Agent for approval.
- B. Use the Formal Solicitation Process if the Purchasing Agent deems it necessary to serve the best interests of the City.
- C. After specifications are approved by the Purchasing Agent, send a copy of the specifications to the identified Vendors.
- D. *Public Notice.* The Purchasing Agent shall, at a minimum, post a copy of the IS on the City’s website, and provide any additional public advertisement if required by law.
- E. Purchasing Agent and User shall evaluate the responses to the IS. On or after the due date indicated in the IS, the Purchasing Agent shall determine which quote, bid, or proposal best serves the City’s interests. Tie informal quotes/bids shall be handled in the same way as tie formal bids. A split or partial award may be given to the lowest cost provider of each item or reasonable grouping of items if:
  - 1. The IS requires multiple Goods or Services;
  - 2. More than one Vendor provides a quote/bid/proposal that meets the specifications for the Goods or Services;
  - 3. A price comparison can be made between the Goods or Services; AND
  - 4. An acquisition, delivery, and other requirements can be reasonably administered.
- F. Amend Requisition and include authorized approvals.
- G. Purchasing Agent shall prepare and issue Purchase Order or Contract, where appropriate.

### (2) FORMAL SOLICITATIONS

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All purchases from **\$25,000 and greater** require a formal solicitation. The Purchasing Agent shall determine the method of formal solicitation is appropriate for the subject purchase. A Bid/ Proposal Bond or Performance Bond may be required for any solicitation.

A. Invitation for Formal Bids

Invitation for Formal Bids (IFB) are prepared and issued with the goal of obtaining competitive responses in the procurement of Goods, Capital Assets, Services and Construction Services. The process to initiate and complete an IFB is outlined below:

1. User prepares Requisition and develops specifications, scope of work, etc. for all goods and services being requested.
2. Upon finalization and approval of the specifications, Purchasing Agent shall prepare any documents required for the IFB.
3. *Public Notice.* The Purchasing Agent shall advertise the IFB on the City's website, at City Hall, and provide additional public advertisement if required by law. Said public notice shall include such details and specifications as will enable the public to know the extent and character of the IFB, and shall be advertised a minimum of thirty (30) calendar days prior to the date set for bid opening, unless it can be demonstrated that an Emergency exists, pursuant to Section VII (D) Emergency Procurement. In such event, the requirement for public notice may be reduced by the Purchasing Agent.
4. *Correction/Withdrawal of Bids.* Correction or withdrawal of inadvertently erroneous bids is permitted in accordance to the terms indicated within the IFB; however, minor irregularities may be waived by the Purchasing Agent. No bid may be withdrawn for a period of ninety (90) days after the time scheduled for bid opening, or as otherwise stated in the IFB.
5. *Opening Sealed Bids.* Bids shall be opened in the presence of the Purchasing Agent or the designee of the Purchasing Agent and at least one other witness at the time and place designated in the Invitation for Bids. All relevant information, including each Bid amount and Bidder's name, will be recorded on a summary sheet. Late bids will be rejected and returned unopened. Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*
6. *Evaluation of Bids.* Bids will be evaluated based on the qualification factors set forth in the IFB, which may include criteria to determine acceptability of Goods or Capital Assets (for example, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose). Criteria for the acceptability of Goods or Capital Assets shall be used to determine whether particular Goods are responsive to the IFB, and not to determine the relative desirability between acceptable Goods

or Capital Assets. The City reserves the right to waive any informalities or irregularities of bids, to request clarification of information submitted in any bid, to further negotiate with the Responsive and Responsible Bidder selected for Contract award, or to reject any or all bids for any reason whatsoever.

7. *Contracts.* The Bid may require a Contract. Once the proposed contract terms, exceptions, and/or modifications are reviewed and approved by the City Attorney, the Purchasing Agent may submit his or her recommendation and the proposed Contract to the City Council for approval and award.
8. *Award of Bids.* The Purchasing Agent shall submit his or her recommendation and proposed Contract to the City Council for approval and award. The Bid will be awarded, if an award is made, to the Responsible and Responsive Bidder offering the lowest price whose bid meets the requirements and criteria set forth in the IFB. The Contract shall be approved by City Council prior to execution and/or performance.
9. Upon the award of bid, User amends Requisition and Purchasing Agent shall prepare a Purchase Order or Contract, if appropriate.
10. *Split/Partial Awards.* Split or partial bid awards may be awarded with the same guidelines and restrictions as those provided for split or partial Informal Solicitations.
11. *Tie Bids.* In the event two or more identical bids are received, the following procedure will be used when the basis of award is low bid:
  - (i) A tie Bidder whose products are manufactured in Georgia would be recommended to the City Council for an award, over a Tie Bidder without products manufactured in Georgia. *See* Section IX (1).
  - (ii) If the procedures in (i) above do not result in an award, then the tie Bidder who has environmentally preferable goods and services would be recommended to the City Council for an award. *See* Section IX (2).
  - (iii) If the procedures in (i) and (ii) above do not result in an award, then to the extent permitted by law, a tie Bidder having an office within the limits of the City would be recommended to the City Council for an award over one without an office in the City. A Person within the state of Georgia would be recommended to the appropriate approving authority for an award over one without an office in Georgia.
  - (iv) If the procedures in (i) through (iii) above do not result in an award, the tie Bidders will be contacted and advised of the tie and asked if they wish to reduce their bid in writing submitted in a sealed envelope to be opened at the time and place stated by the Purchasing Agent or the designee of the Purchasing Agent. If one or more of the tied Bidders agrees to participate, award will be made to the new low bid. If none of the tied Bidders agree to participate or if the new bids are tied, then City staff shall break the tie by following the procedures described below, as necessary.

- (v) If all of the procedures above do not result in an award, then, the Purchasing Agent or the designee of the Purchasing Agent in the presence of at least two witnesses will flip a coin one time. Award to the winner of the coin flip will be recommended to the City Council.

#### B. Request for Proposals (RFP)

When the Purchasing Agent determines the use of an Invitation for Bids is not practical or not advantageous because of existing market conditions or the type of items required, the City may procure Goods, Capital Assets, Services, or Construction Services through receipt of competitive sealed proposals. Competitive sealed proposals are solicited through the use of an RFP, with the goal of obtaining competitive responses. The process to initiate and complete RFP is outlined below:

1. User prepares Requisition and develops specifications, scope of work, etc. for all goods and services being requested.
2. Upon finalization and approval of the specifications, Purchasing Agent shall prepare any documents required for the RFP.
3. *Public Notice.* The Purchasing Agent shall advertise the RFP on the City's website, at City Hall, and provide additional public advertisement if required by law. Said public notice shall include such details and specifications as will enable the public to know the extent and character of the RFP, and shall be advertised a minimum of thirty (30) calendar days prior to the date set for opening proposals, unless it can be demonstrated that an Emergency exists, pursuant to Section VII (D). In such event, the requirement for public notice may be reduced by the Purchasing Agent.
4. *Correction or Withdrawal of Proposals.* Correction or withdrawal of proposals is permitted in accordance with instructions contained within the RFP. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for proposal opening, or as otherwise stated in the RFP.
5. *Opening Sealed Proposals.* Proposals shall be opened publicly by the Purchasing Agent, in the presence of one or more witnesses at the time and place designated in the RFP. A register of proposals is prepared that lists each Proposer's name. Late proposals will be rejected and returned unopened.
6. *Evaluation of Proposals.* The RFP will identify the criteria to be considered and evaluated as the basis of award. Proposals submitted by Responsible and Responsive Proposers are evaluated by Purchasing Agent or the designee of the Purchasing Agent based upon the criteria applicable to the RFP. All proposals (or the most acceptable proposals in the discretion of any committee evaluating proposals) will be ranked in order of their acceptability to the City, giving consideration to the criteria.

7. *Contract Award.* Once the proposed contract terms, exceptions, and/or modifications are reviewed and approved by the City Attorney, the Purchasing Agent may submit his or her recommendation and the proposed Contract to the City Council for approval and award. The Contract award will be awarded, if award is made, by the City Council to the Responsive and Responsible Proposer whose proposal is determined, in the City's exclusive discretion, to be the most advantageous to the City, taking into consideration price, qualifications, and other factors as indicated in the RFP. Unless otherwise provided by law, the City has no obligation to award the Contract to the Proposer who proposes the lowest price.
8. *Public Access to Proposal Documents.* Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.* All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. Unless otherwise provided herein, by submission to the City, Proposers waive any claim to the proprietary nature of submitted information. The Proposer may designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary, which, subject to the City's reasonable determination, shall be redacted for purposes of the public agenda. Proposals and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law and clearly marked as proprietary by the Proposer. In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City Attorney's sole discretion.

#### C. Request for Qualifications

Requests for Qualifications (RFQ) may be used if the Purchasing Agent determines that it is in the City's best interest to evaluate the experience and qualifications of a Service, Construction Service or Professional Service provider, without regard to price or prior to considering price.

The procedure for soliciting, opening and evaluating statements of qualifications shall be the same as described herein for competitive sealed proposals. Such service providers whose qualifications meet the criteria established in the RFQ, at the sole discretion of the City, may be considered for Contract award by participation in the completion price



negotiation. The City shall attempt to negotiate a fee with the highest ranked firm. If no agreement is reached, the City shall begin negotiations with the next highest ranked firm. Negotiations will proceed in this manner until an agreement is reached. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

#### D. Multi-step Solicitation

The City may initiate the multi-step solicitation process described below when: (a) the Purchasing Agent determines it is impractical to prepare an adequate or complete description of the Goods, Capital Assets, Services or Construction Services desired (due to insufficient data, uncertain requirements, unfamiliar market options, etc.), (b) the Purchasing Agent desires to identify a field of qualified Bidders, Proposers, Goods or Services, out of a broader field of Bidders, Proposers, Goods or Services, or (c) the Purchasing Agent determines that a multi-step process would best serve the City's interests.

1. The City may request that priced proposals be submitted in two separate envelopes, with pricing information contained in one envelope and all other requested information contained in the other envelope. In such case, proposals will be evaluated in accordance with the requirements set forth in the RFP, initially without regard to price and without opening the envelope containing pricing information. Based on such evaluation, the City will establish a field of at least three (if possible and available) qualified or most qualified Proposers. The City may conduct interviews with Proposers to aid in the identification of qualified or most qualified Proposers. In the event the City conducts interviews with Proposers, the City is not required to interview any Proposers deemed by the City to be unqualified or less qualified than other Proposers.
2. After establishing a field of qualified or most qualified Proposers, the City will open the pricing envelopes of only the qualified or most qualified Proposers, and evaluate such pricing information in the manner described in the RFP for purposes of recommending/making an award (e.g. most advantageous proposal, price and other factors considered or low price submitted by qualified Proposers). In the absence of specific instructions to the contrary in the RFP, pricing information will be evaluated together with all other information required by the RFP for purposes of selecting among the qualified field of Proposers the most advantageous proposal, price and other factors considered.

### **(3) SOLICITATIONS REQUIRING PUBLIC NOTICE IN GEORGIA PROCUREMENT REGISTRY (GPR)**

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The GPR is the state's central bid registry established by the Department of Administrative Services (DOAS) and managed by the agency's State Purchasing Division (SPD). The registry provides for the advertising of bid opportunities by state and local governments to ensure transparency and offer market competition.

- A. The City shall advertise all bid or proposal opportunities for **goods, services, or both** that are valued at **\$100,000.00 or more** in the GPR for a minimum of thirty (30) calendar days prior to the date set for opening bids/proposals. Each advertisement shall include such details and specifications as will enable the public to know the extent and character of the bid or proposal opportunity. *See* O.C.G.A. § 36-80-27.
- B. The City shall advertise all contract opportunities for **public works construction** that are valued at **\$100,000.00 or more** in the GPR for at least four continuous weeks prior to the opening of the sealed bids or proposals, unless otherwise provided by O.C.G.A. § 36-91-20.
- C. The Purchasing Agent may adopt procedures requiring additional bid or proposal opportunities to be advertised on the GPR.

## SECTION VII – NON-COMPETITIVE PROCUREMENTS

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The provisions of this policy section shall apply to the procurement of Goods, Capital Assets, Services, Construction Services or Professional Services, when the purchase does not exceed **\$9,999.99** or when the Purchasing Agent determines that competitive procurement is not practical, feasible, or possible. Notwithstanding any other provision, any Contract or subcontract entered into by the City with any Person for the construction, reconstruction, or maintenance of all or part of a public road in the City including, but not limited to, a Contract or subcontract for the purchase of materials, for the hiring of labor, for professional services, or for other things or services incident to such work, shall be entered into in accordance with O.C.G.A. § 32-4-114.

### A. Sole Source Procurement

The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services pursuant to a Sole Source Procurement. Sole Source Procurement is available when Goods, Services, or Professional Services are limited to one source, or when they must be obtained from a specific manufacturers' dealer and valid competition among dealers does not exist. No Sole Source Procurement shall be valid without the prior authorization of the Governing Authority. For each instance in which the use of Sole Source Procurement is proposed, the User must provide to the Governing Authority a written report that identifies the specific reasons justifying such use and shows the requirements stated herein are satisfied. The Governing Authority may authorize the use of Sole Source Procurement only if it determines that such use fully complies with the requirements stated herein.

### B. Single Source Procurement

The City may acquire Services or Professional Services pursuant to a Single Source Procurement. A Single Source Procurement is a procurement made from one Person among others in a competitive market place which, for justifiable reasons, is found to be

most advantageous for the purpose of fulfilling the given purchasing need. Single Source Procurement is available only if the following conditions exist:

1. The proposed use of Single Source Procurement concerns any of the following situations:
  - a. To obtain the Services or Professional Services of any Person for the purpose of serving in any appointed position identified in Article III of the City Charter; or
  - b. To obtain the Professional Services of any Person where such Person establishes to the User that:
    - i. Regarding the provision of such Professional Services, he has significantly more experience than other prospective providers or has unique knowledge and experience that no other prospective provider possesses;
    - ii. He has more historical knowledge of the particular issue/subject to be addressed by the procurement while other prospective providers have failed to demonstrate to the User that they have the same level of historical knowledge;
    - iii. In comparison to other prospective providers, he is particularly suited to provide the procurement as he and the City had a satisfactory business relationship in his earlier provision of such Professional Services to the City; or
    - iv. He has the capacity and willingness to provide such Professional Services to the City in an emergency situation while other prospective providers have failed to demonstrate to the User that they have such capacity and willingness.
2. The Person desiring to provide the procurement has agreed, in writing, that he will not disclose to any third party any confidential information, trade secret or financial information of the City that he may obtain in the course of providing the procurement to the City.
3. The User has analyzed the current open, competitive market conditions regarding the provision of such Services or Professional Services and has determined that the price to be paid to the proposed provider is substantially similar to the current price in the open, competitive market for such Services or Professional Services.

No Single Source Procurement shall be valid without the prior authorization of the Governing Authority. For each instance in which the use of Single Source Procurement is proposed, the User must provide to the Governing Authority a written report that identifies the specific reasons justifying such use and shows the requirements stated herein are satisfied. The Governing Authority may authorize the use of Single Source Procurement only if it determines that such use fully complies with the requirements stated herein

### C. Emergency Procurement

The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services by directly negotiating an award in the event of an Emergency. An Emergency exists when a situation occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency also exists if a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.

The City Manager shall make the determination when an Emergency exists. Such emergency procurements shall be made with as much competition as is practicable under the circumstances.

When the need for an emergency purchase occurs during normal working hours, the User shall request approval from the City Manager or his designee. If an Emergency situation should arise after office hours which requires immediate action on the part of the agency involved for the protection of the best interest of the City or if a like situation arises on a weekend or holiday and when it is not possible or convenient to reach the City Manager or Purchasing Agent, any purchase necessary shall be made by the official in charge of such department or agency, and such purchase reported to the Purchasing Agent within 24 hours.

As soon as practicable, a record of each Emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the Contract, a listing of the item procured under the Contract, and the identification number of the Contract file. Moreover, written determination of the basis for declaring the Emergency and for the selection of the particular Person for the provision of Goods, Capital Assets, Services, Construction Services or Professional Services shall be included in the Contract file. If the cost of the procurement is \$25,000 or more, City Council approval must be obtained at the next meeting following the emergency procurement.

#### D. Cooperative Purchasing

The City may acquire Goods, Capital Assets and Services by from a Supplier having a requirements Contract/Annual Agreement with any public entity (e.g., federal, state, county, city, authority, school board, Buying Cooperative, etc.) for Goods, Capital Assets or Services described in such contract and at prices or discounts no less favorable than any set forth in such Contracts.

*Use of State/Co-Op Contracts:* The Purchasing Agent may procure supplies, services or construction items through the Contract established through competitive means by the purchasing division of the State of Georgia, national Co-Ops (i.e.-U.S. Communities), and collaborative purchasing agreements with other local governments when deemed to be in the best interest of the City.

Prior to making any purchase, the Purchasing Agent or User shall obtain approval from all necessary parties pursuant to the applicable purchasing threshold.

## E. Real Estate Acquisitions<sup>1</sup>

### 1. Compliance with Applicable Regulations

All real estate acquisition activities shall conform to applicable federal, state (e.g. O.C.G.A § 36-80-18 and O.C.G.A § 36-60-13) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.

### 2. Confidentiality

The City Council and City staff shall maintain the confidentiality of potential and on-going real estate acquisitions and related information subject to the provisions of the Open Meetings and Open Records Acts.

### 3. Formal Approval

All real estate transactions shall be formally approved by the City Council in a public meeting prior to the City entering a sales contract. This shall not prohibit or interfere with the City Council's ability to discuss same and negotiate terms in Executive Session subject to the requirements of the Open Meeting and Open Records Acts.

### 4. Appraisals

For any piece of real estate, for which a sales contract has been signed, the City will conduct at least one appraisal by an independent third-party who holds the Member of the Appraisal Institute (MAI) membership designation.

### 5. Land Acquisition Procurement Process

- a. City staff will investigate and identify properties for purchase that generally meet an approved plan or strategy. Furthermore, land purchased with a specific funding source will only be used for such purposes anticipated and/or authorized. If the City determines that the land cannot be used for its intended purpose, the City may dispose of the property in a manner consistent with Georgia law and funds raised through the sale of the property will be used for future land purchases consistent with the purposes authorized.
- b. City staff may work with a Real Estate broker to gather information and make site visits related to properties under consideration for acquisition.
- c. City staff will regularly brief the City Council in Executive Session on properties the city is considering purchasing to receive direction on "terms and price" from the City Council.

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<sup>1</sup> Reference Note- See O.C.G.A. § 36-37-1 et seq. for provisions governing the disposition of municipal property or acceptance of gifts, grants, or donations of property



- d. City staff will negotiate “Letters of Intent” with land owners on properties the City Council has provided staff with direction on “terms and price”.
- e. City staff will conduct due diligence on the real estate to be purchased including at a minimum but not limited to:
  - i. Environmental testing (Phase I required, Phase II and specialized testing if warranted);
  - ii. Production of an ALTA survey of the property;
  - iii. Production of a MAI appraisal of the property;
  - iv. Complete title work on the property; and
  - v. Other reasonable due diligence activities as warranted.
- f. Prior to requesting a resolution from the City Council authorizing the City Manager to execute any and all closing documents to complete the purchase of the property, the city staff will ensure completion of all due diligence items (PUBLIC HEARING REQUIRED).

## **SECTION VIII – PROJECTS USING FEDERAL AID HIGHWAY PROGRAM (FAHP) FUNDING**

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The City shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract (as specified in 23 U.S.C. § 112(b)(2)(A) and 23 CFR § 172.5(a)(1)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. § 1101 *et seq.*, commonly referred to as the Brooks Act. *See* Appendix A.

## **SECTION IX – PREFERABLE GOODS AND SERVICES**

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### **(1) PREFERENCE FOR PRODUCTS MANUFACTURED IN GEORGIA**

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When contracting for or purchasing supplies, materials, equipment, or agricultural products, excluding beverages for immediate consumption, the City shall give preference, as far as may be reasonable, economical, and practicable, to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in the State of Georgia. Such preference shall not sacrifice quality.

In determining whether such a preference is reasonable in any case where the value of a contract for or purchase of such supplies, materials, equipment, or agricultural products exceeds \$100,000.00, the City shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced

goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. The City shall not divide a contract or purchase which exceeds \$100,000.00 for the sole purpose of avoiding these requirements.

## (2) ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES

- A. In determining which Goods, Capital Assets and Services to purchase, the City shall integrate environmental factors into the City's procurement decisions, when available and commercially practicable in the reasonable discretion of the User. Whenever possible or practicable, the City shall:
  1. Purchase copy, computer, and fax paper with at least 30 percent post- consumer recycled content;
  2. Purchase non-emergency fleet vehicles that provide the best available net reduction in vehicle fleet emissions including, but not limited to, the purchase of alternative fueled and hybrid vehicles;
  3. Consider purchasing lower emission emergency fleet vehicles with comparable specifications for performance, safety, and fuel availability during emergencies as conventionally-powered emergency fleet vehicles;
  4. Purchase at least Energy Star rated equipment and appliances for use in local government facilities when practicable based upon considerations of Life Cycle Costs;
  5. Purchase water-saving products, including WaterSense labeled, whenever practicable, including but not limited to, high performance fixtures such as toilets (1.28 gallons per flush or less), urinals (0.5 gallons per flush or less), low-flow faucets (1.5 gallons per minute or less), aerators, and upgraded high-efficiency irrigation systems;
  6. Replace disposable with re-usable, recyclable, or compostable Goods;
  7. Consider Life Cycle Cost Assessment; and
  8. Evaluate, as appropriate, the environmental performance of Vendors in providing Goods and Services.
- B. The analysis to determine environmentally preferable Goods and Services may include raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal of products, or service delivery. Specifically, factors that should be considered by the User when determining that Goods have environmentally preferable attributes include, but are not limited to:
  1. Minimization of virgin, unrecycled material used in Goods;
  2. Maximization of recycled materials used in Goods;
  3. Life cycle economics of Goods and Services;
  4. Reuse of existing Goods or materials in Goods;
  5. Recyclability, biodegradability and compostability of Goods;

6. Minimization of packaging;
7. Reduction of energy and fuel consumption;
8. Reduction of water consumption;
9. Toxicity reduction or elimination;
10. Durability and maintenance requirements; and
11. Ultimate disposal of the Goods.

## **SECTION X – PROTESTS, SUSPENSION, AND DEBARMENT**

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### **A. Right to Protest.**

Any actual Bidder or Proposer who is aggrieved in connection with the formal solicitation or award of a Contract may protest to the City. Protestors shall seek resolution of their protests/complaints initially with the City Manager.

#### **1. *Timeliness.***

- a. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal.
- b. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten business days after the award of the contract.
- c. Untimely protests are invalid and shall be denied as such.

#### **2. *Contents of Protest.*** The protest shall, at a minimum, be in writing and include the following information:

- a. Identity and contact information of protestor;
- b. Appropriate identification of the subject solicitation or award;
- c. Detailed statement of the legal and factual grounds of the protest;
- d. Documentation supporting the protest and/or allegations;
- e. Statement of the specific relief requested; and
- f. Signed by an officer or person authorized to sign contracts on behalf of the protestor.

3. *Submission of Protests.* All protests shall be submitted to the City Manager via registered mail, overnight delivery, or hand delivery.
4. *Protest Resolution.* If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Purchasing Agent. The Purchasing Agent's response will be returned to the City Manager within seven (7) business days from the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Purchasing Agent.
5. *Decision on Protest.* The City Manager shall inform the protestor of the decision in writing within fifteen (15) business days of the submission of the protest or, if the City Manager requires more time to render a decision, the City Manager will advise the protestor within the initial ten (10) days of the additional amount of time required to render a decision.
6. *Appeals.* Any actual Bidder or Proposer who is aggrieved by the decision of the City Manager in connection with a protest shall file a notice of appeal with the City Manager and City Clerk within seven (7) days of receipt of the decision.
  - a. *Hearing.* The City Manager shall set a hearing date before City Council not more than thirty (30) days from the date of receipt of the notice. The City Clerk shall cause notice of the hearing date, time, and location to be served upon the parties by registered mail. At the hearing, all parties shall be provided a fair and impartial hearing and shall be allowed to offer argument as to whether the City Manager's decision should be affirmed or overturned. Said hearing will not be de novo, but shall be of an appellate nature.
  - b. *Decision.* Within seven (7) days of the hearing, the City Council shall issue a written decision on the appeal, which shall either affirm or reject the City Manager's decision. The City Clerk shall send a copy of the decision to the protestor(s) by registered mail.
  - c. *Finality.* A decision by the City Council under subsection 6(b) above shall be final and conclusive as to the City's appeal process. Any further action shall be through the court.
7. *Stay of Procurement.* In the event a protest complies with subsections (1) through (3) above, the Purchasing Agent shall not proceed with the further solicitation or award of the Contract until all administrative remedies have been exhausted, or the City Manager or City Attorney makes a determination that the award of the contract without delay is necessary to protect the interests of the City.

## B. Suspension and Debarment

1. *Authority to Suspend or Debar.* After reasonable notice to the Person involved and reasonable opportunity for that Person to respond, the Purchasing Agent shall have the authority to initiate proceedings to suspend or debar a Person from doing business with the City. The City Manager shall have the authority to order suspension or debarment as provided herein.
2. *Causes for Suspension or Debarment.* The causes for suspension or debarment include:
  - a. Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contractor subcontract, or in performance of such contract or subcontract;
  - b. Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a city contractor;
  - c. Conviction of state or federal antitrust statutes arising out of the solicitation and submission of bids or proposals;
  - d. Violation of contract provisions of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action, which includes but is not limited to the following:
    - i. Failure to perform in accordance with the specifications within a time limit provided in a city contract;
    - ii. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts, provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Person shall not be considered to be a basis for suspension; or
    - iii. Falsification of any documents.
  - e. Commission or solicitation of any act that would constitute a violation of the ethical standards set forth in this Purchasing Policy and the City's Code of Ethics.
  - f. Any other cause that is serious and compelling as to affect the Person's responsibility as a city vendor, including debarment or suspension by another government entity.
3. *Initiation of Suspension or Debarment Action.* When the Purchasing Agent receives information from any source concerning a cause for suspension or debarment, he or she will promptly investigate the matter. If the Purchasing Agent finds cause that suspension or debarment is warranted, the Purchasing Agent shall prepare a written determination detailing the grounds for and length of the proposed suspension or debarment. Written notice of a proposed suspension or debarment action shall be sent



- by registered mail to the Person subject to the action, and shall also be sent to the City Manager and City Attorney.
4. *Review of Proposed Suspension or Debarment.* Within fifteen (15) days of receiving said notice, the Person subject to the action shall submit any and all responsive records or documents in defense of the proposed suspension or debarment to the City Manager. Failure to submit a timely written response shall result in a waiver of review.
  5. *Final Decision.* After consultation with the City Attorney, the City Manager shall issue a final decision, which shall adopt, amend, or reject the proposed suspension or debarment. When suspension or debarment is ordered, the length of the suspension or debarment, the reasons for such action and to what extent affiliates are affected shall be set forth in writing and sent by registered mail to the Person subject to the action.
  6. *Effect of Suspension or Debarment.* A suspension or debarment decision shall take effect upon issuance and mailing of written notice of such decision to the Person subject to the action. After the suspension or debarment takes effect, the Person shall remain suspended or debarred until the period specified in the decision expires.
  7. *Duration of Suspension/Debarment.* Suspensions shall be for a period not to exceed 120 days. Debarment shall be for a period not to exceed three years, unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds. In such event, the debarment shall be for a period not to exceed seven years.
  8. *List of Suspended/Debarred Persons.* The Purchasing Agent shall create and maintain a list of all suspended and debarred Persons. All departments shall be routinely supplied with said list.

## SECTION XI – PROPERTY DISPOSAL

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### A. Compliance with Applicable Regulations

The disposal of municipal property shall conform to applicable federal, state (*e.g.* O.C.G.A § 36-37-6) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.

### B. Excess, Surplus, and Obsolete Materials

It shall be the duty of the User to report all excess, surplus or obsolete materials to the Purchasing Agent. At this point, the Purchasing Agent will examine alternatives as to the most advantageous disposition of the items. Items could be refurbished or reconditioned, transferred, traded in on new equipment or sold by auction or sealed bid, or destroyed. For property over \$5,000 in aggregate or \$1,000 individually, the City Council shall approve

the request to have the property declared surplus. For other property, the Purchasing Agent shall present a list to the City Manager for approval.

1. *Transfer or Re-use.* The most gainful method for handling an item no longer needed by a department is to transfer it to another department that has a use for the item.
2. *Trade-In.* In replacing obsolete equipment, it may be financially advantageous to trade-in the old equipment. The invitation for bids on the replacement item should call for bid prices with or without trade-in and provide that award may be made either way.
3. *Sale.* Excess, surplus and obsolete items not transferred or traded-in may be consolidated and offered for sale to the highest responsible bidder either by auction or by sealed bid method. Auctions can be traditional or contemporary including online auctions such as [www.Govdeals.com](http://www.Govdeals.com) or similar websites. The consolidated list will be submitted to City Council for approval before an auction or sealed bid is organized. The property offered for sale will be on an "AS IS/WHERE IS" basis. Sealed bids will be opened at the time and place announced with the City, retaining the right to reject any and all. A tabulation of all bids received shall be available for public inspection following the opening of all bids. Said bids shall be retained and kept available for public inspection for a period not less than sixty (60) days from the date the bids were opened.
4. *Public Notice of Sale:* For the sale of personal property with an estimated value exceeding \$500.00, the City shall cause legal notice to be published in the official legal organ or newspaper of general circulation not less than fifteen (15) but no more than sixty (60) days preceding the day of the auction or the last day for the receipt of bids/proposals. The notice shall include a general description of the property to be sold.
  - a. The notice for sale by auction shall also contain the conditions of the proposed sale and shall state the date, time, and place of the proposed sale.
  - b. The notice for sale by sealed bids shall also contain an invitation for proposals and shall state the conditions of the proposed sale, the address at which bid blanks and other written materials connected with the proposed sale may be obtained, and the date, time, and place for the opening of bids.

#### C. Sale to Employees

To avoid any appearance of impropriety in the disposition program, it is the City's policy to prohibit the direct sale of surplus property to any City Employee, Official or Agent. This policy does not prohibit any City Employee, Official or Agent from extending an offer at a public auction or in the form of a sealed bid.

#### D. Allocation of Proceeds

Proceeds from the sale of excess or surplus property will go into the City's Fund that held the asset.

## APPENDICES

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### APPENDIX A:

### PROJECTS USING FAHP FUNDING

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In accordance with the requirements of the Brooks Act, (40 U.S.C. § 1101 *et seq.*), the following competitive negotiation procedures shall apply to City procurements for architectural, engineering, and related design services when Federal Aid Highway Program (FAHP) funds are involved in the project:

#### A. Solicitation.

The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

#### B. Request for Proposal (RFP).

The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:

1. Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
2. Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;
3. Identify evaluation factors including their relative weight of importance in accordance with Sections C and D;
4. Specify the contract type and method(s) of payment to be utilized;

5. Identify any special provisions or contract requirements associated with the solicited services;
6. Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and
7. Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

C. Evaluation Factors.

Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.

Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

The following non-qualifications-based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

1. A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.



2. The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26.

D. Evaluation, Ranking, and Selection.

1. Consultant proposals shall be evaluated by the City based on the criteria established and published within the public solicitation.
2. While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.
3. Following submission and evaluation of proposals, the City shall conduct interviews or other types of discussions to determine three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.
4. From the proposal evaluation and any subsequent discussions which have been conducted, the City shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.
5. Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
6. The City shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant in accordance with the provisions of 49 CFR 18.42.

E. Negotiation.

1. Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the City shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.
2. If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost proposal of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the

respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(E)).

3. The City shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42.

F. Small Purchases.

The small purchase method involves procurement of engineering and design related services where an adequate number of qualified sources are reviewed, and the total contract costs do not exceed an established simplified acquisition threshold. The City may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds as allowed by Federal law. The following additional requirements shall apply to the small purchase procurement method:

1. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.
2. A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed.
3. Contract costs may be negotiated in accordance with State small purchase procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.
4. The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-aid funding. The FHWA may withdraw all Federal aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

G. Noncompetitive.

The noncompetitive method involves procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:

1. The City may use their own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.
2. The City shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.

3. Circumstances under which a contract may be awarded by noncompetitive procedures are limited to the following:
  - i. The service is available only from a single source;
  - ii. There is an emergency which will not permit the time necessary to conduct competitive negotiations; or
  - iii. After solicitation of a number of sources, competition is determined to be inadequate.
4. Contract costs may be negotiated in accordance with the City noncompetitive procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.

#### H. Additional Procurement Requirements.

##### 1. Common Grant Rule.

- i. The City must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36).
- ii. When State and local procurement laws, regulations, policies, or procedures are in conflict with applicable Federal laws and regulations, the City must comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).

##### 2. Disadvantaged Business Enterprise (DBE) program.

- i. The City shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the City's FHWA approved DBE program through either:
  - a. Use of an evaluation criterion in the qualifications-based selection of consultants; or
  - b. Establishment of a contract participation goal.
- ii. The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.43).

3. Suspension and Debarment. The City must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.

## APPENDIX B:

## SAMPLE REQUISITION FORM

### PURCHASE REQUISITION

**Date issued** *(date requisition prepared)*
**Need Date** *(date delivery is needed)*
**Department** *(name of using department)*
**Requisitioner** *(signature of requesting person)*
**Department Head** *(signature of department head)*

Suggested vendors:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Req. No.** *(department file number)*
**To be purchased from:**
*(This area to be filled in by Purchasing)*
**To be delivered to:** *Give specific delivery instructions, including the name of the person designated to receive the item(s), department and street address.*

ITEM NUMBER	QUANTITY	UNIT	DESCRIPTION	ACCOUNT TO BE CHARGED	UNIT PRICE	AMOUNT

**Specifications:**


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**Competitive Prices:** *(To be filled in by Purchasing)*      **Approved:**


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Communications/IT Director

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Purchasing Agent

\_\_\_\_\_  
City Manager

APPENDIX C: SAMPLE CITY EMPLOYEE/  
OFFICIAL CONFLICT OF INTEREST DECLARATION FORM

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**CONFLICT OF INTEREST DECLARATION**  
**City Employee/Official**

Name (of person making the Declaration):

Position / title:

Organization:

Procurement Project:

**Confidentiality**

I understand that the procurement project's information, discussions, meetings, correspondence and material are confidential, and I agree to keep this information safe and not supply this information to, or discuss this information with, anyone outside the Evaluation Committee.

**No contact with bidders/proposers**

I agree that I will have no contact with any bidder/proposer during the procurement. I will not:

- a. pass information or make comments to them about the procurement
- b. receive any gift, gratuity, hospitality or any inducement from them
- c. be in contact with, or meet them, or have any discussion about the procurement with them. I will immediately pass any requests for information or meetings that I receive from any bidder/proposer to the Evaluation Committee Chair.

**Declaration**

I understand my role as a City Employee or Official, and I make this declaration in good faith. *Select one of the following two options:*

**NO CONFLICT OF INTEREST**

☐ I have no actual, potential or perceived conflict of interest in relation to this procurement process and my role as an employee and I undertake to carry out my duties with the highest degree of objectivity and integrity.

**CONFLICT OF INTEREST**

☐ I have a conflict of interest.

1. Select the type of conflict of interest:

☐ **Actual:** This is an existing conflict of interest, for example: you have a close relative who is a director of one of the firms that has submitted a bid/proposal.



☐ **Potential:** This is a conflict of interest that is about to happen or could happen, for example: you or a close relative is in the process of being hired by, or acquiring part or full ownership of a firm that has submitted a bid/proposal.

☐ **Perceived:** This is a conflict of interest which might be reasonably perceived by others as compromising a person's objectivity, for example: you have a close personal friendship with a director of one of the firms that has submitted a bid/proposal.

2. Describe the circumstances giving rise to the conflict of interest:

Signature:

Date:

## APPENDIX D:

SAMPLE EVALUATOR CONFLICT  
OF INTEREST DECLARATION FORM**CONFLICT OF INTEREST DECLARATION**  
**Evaluation Committee**

Name (of person making the Declaration):

Position / title:

Organization:

Procurement Project:

**Confidentiality**

I understand that the procurement project's information, discussions, meetings, correspondence and material are confidential, and I agree to keep this information safe and not supply this information to, or discuss this information with, anyone outside the Evaluation Committee.

**No contact with bidders/proposers**

I agree that I will have no contact with any bidder/proposer during the procurement. I will not:

- a. pass information or make comments to them about the procurement
- b. receive any gift, gratuity, hospitality or any inducement from them
- c. be in contact with, or meet them, or have any discussion about the procurement with them. I will immediately pass any requests for information or meetings that I receive from any bidder/proposer to the Evaluation Committee Chair.

**Declaration**

I understand my role as a member of this procurement Evaluation Committee, and I make this declaration in good faith. *Select one of the following two options:*

**NO CONFLICT OF INTEREST**

☐ I have no actual, potential or perceived conflict of interest in relation to this procurement process and my role as a member of the Evaluation Committee and I undertake to carry out my duties with the highest degree of objectivity and integrity.

**CONFLICT OF INTEREST**

☐ I have a conflict of interest.

1. Select the type of conflict of interest:

☐ **Actual:** This is an existing conflict of interest, for example: you have a close relative who is a director of one of the firms that has submitted a bid/proposal.

☐ **Potential:** This is a conflict of interest that is about to happen or could happen, for example: you or a close relative is in the process of being hired by, or acquiring part or full ownership of a firm that has submitted a bid/proposal.

☐ **Perceived:** This is a conflict of interest which might be reasonably perceived by others as compromising a person's objectivity, for example: you have a close personal friendship with a director of one of the firms that has submitted a bid/proposal.

2. Describe the circumstances giving rise to the conflict of interest:

Signature:

Date:

## APPENDIX E:

SAMPLE DBE OBJECTIVES  
AND GOALS

## Disadvantaged Business Enterprise (DBE) Program Objectives

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients.
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

## Establishing Contract Goals

The following factors to consider in setting contract goals include:

- a. Location
- b. Type of Work
- c. Availability of DBEs

## Establishing Overall Goals

The overall goal must be based on demonstrable evidence of the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the DOT-assisted contracts (hereafter, the “relative availability of DBEs”). The goal must reflect determination of the level of DBE participation you would expect absent the effects of discrimination.

1. Determine a base figure for the relative availability of DBEs.
2. Once a base figure has been calculate, examine all of the evidence available in the jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at the overall goal. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

3. For FHWA recipients, the overall goal should be expressed as a percentage of all Federal-aid highway funds you will expend in FHWA-assisted contracts in the forthcoming three fiscal years.

## APPENDIX F:

## EXAMPLE OF DBE GOALS

### Example of a DBE Goal:

For Federal Fiscal Years 2018-2020, the Company established a DBE program goal of 25%; 21% race conscious; and 4% race neutral. The Company intends to award at least 25% of its total DOT-assisted contracts with qualified DBE firms through race conscious and race neutral means.

Proposed FFY 2021-2023, the Company in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26, hereby announces its Federal Fiscal Year 2021-2023 goal of 23% for Disadvantaged Business Enterprise (DBE) participation on contracts assisted by the Federal Highway Administration (FHWA). The Company DBE goal is based on demonstrable evidence of the availability of ready, willing and able DBEs relative to all businesses that are ready, willing and able to participate on FTA-assisted contracts. The DBE goal reflects the level of DBE participation that would be expected on transit contracts absent of the effects of discrimination.

Another example of a DBE Goal: A \$2 million contract to widen a one-mile stretch of city street. The LPA procurement team identifies several subcontracting possibilities—including striping, trucking, and traffic control—totaling \$220,000, or 11 percent of the contract value. The team searches the State DOT’s database of certified firms and identifies several DBE firms that are certified to perform these work items. The LPA also considers the location of the project and the availability of DBE firms to do the work which may increase or decrease the 11 percent. Based upon this analysis, the LPA believes that a contract goal of 9.5 percent is appropriate.

Establishment of Contract Goals					
Subcontracting		Allocated Costs		Percentage	
Striping		\$20,000		1%	
Trucking		\$80,000		4%	
Traffic Control		\$20,000		1%	
Other Work Types		\$100,000		5%	
<b>Total</b>		<b>\$220,000</b>		<b>11%</b>	
Adjustment				-1.5%	



STATE OF GEORGIA  
COUNTY OF DEKALB  
CITY OF STONECREST

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA TO AMEND CHAPTER 2(ADMINISTRATION) ARTICLE VI(FINANCE) DIVISION 2(PURCHASING) SECTION 2-260(PURCHASING POLICY) BY REMOVING PROVISIONS RELATED TO CITY PURCHASING CARDS; AMENDING PROVISIONS RELATED TO CHANGE ORDERS, HARDWARE/SOFTWARE SERVICES, APPROVAL AUTHORITY OF THE COMMUNICATION/INFORMATION TECHNOLOGY DIRECTOR, AND REAL ESTATE DUE DILIGENCE; ADDING CONFLICT OF INTEREST DISCLOSURES AND DISADVANTAGED BUSINESS ENTERPRISE GOALS AND OBJECTIVES; TO PROVIDE AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS,** the governing authority of the City of Stonecrest (“City”) is the Mayor and Council thereof; and

**WHEREAS,** pursuant to the City charter the City has the power to define, regulate, and prohibit any act, practice, conduct, or use of property which is detrimental to health, sanitation, cleanliness, welfare, and safety of the inhabitants of the city, and to provide for the enforcement of such standards; and

**WHEREAS,** the purpose of the Financial Management Policies Purchasing Policy (“Purchasing Policy”) is to state the City’s position regarding the responsibility and authority for the acquisition and contracting for Goods, Services, Professional Services, Real Estate, and Capital Assets; and

**WHEREAS,** the City desires to amend Chapter 2(Administration) Article VI(Finance) Division 2(Purchasing) Section 2-261(Purchasing Card Policy) to provide updates and input new language as needed.

**BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA,** and by the authority thereof:

**Section 1.** The City of Stonecrest Purchasing Policy is hereby amended by adopting the provisions set forth in Exhibit A attached hereto and made a part by reference.

**Section 2.** The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

**Section 3.** (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause

STATE OF GEORGIA  
COUNTY OF DEKALB  
CITY OF STONECREST

Item XII. d.

ORDINANCE NO. \_\_\_\_\_

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

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

**Section 4.** Penalties as provided in Section 1-11 of the Code of Ordinances, City of Stonecrest, Georgia shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

**Section 5.** All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

**Section 6.** The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

**ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**[SIGNATURES ON THE FOLLOWING PAGE]**

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

*Item XII. d.*

**ORDINANCE NO. \_\_\_\_\_**

**CITY OF STONECREST, GEORGIA**

\_\_\_\_\_  
**Jazzmin Cobble, Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
**City Attorney**

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

*Item XII. d.*

**ORDINANCE NO. \_\_\_\_\_**

## **EXHIBIT A**



## CITY COUNCIL AGENDA ITEM

**SUBJECT: Chief Building Official 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 here to enter text.

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

**Current Council Meeting:** Monday, September 26, 2022

**SUBMITTED BY:** Gia Scruggs

**PRESENTER:** Gia Scruggs, Finance Director

**PURPOSE:** The Chief Building Official position was filed by the extension of the Jacobs Engineering contract ending March 31, 2022. The City was in need of a permanent Chief Building Official(CBO) until a permanent candidate was identified and selected by the City Manager. Lowe Engineering, LLC currently has a professional services contract in place with the City of Stonecrest to perform the Chief Building Official services for the remainder of the year. The evaluation committee chose Bureau Veritas as the most responsive bidder. The cost for their services is \$130.00 per hour or \$270,400 annually. The Finance Department is recommending the Bureau Veritas to perform the Chief Building Official services for the City of Stonecrest. The funding for this service will be General Fund – Building – Professional Services. The Finance Director will request a budget adjustment to move the current salary line for the Chief Building official to professional services. City Management could revisit this during the initial one year contract process and make a recommendation to Council for a permanent in house Chief Building Official.

**FACTS:**





## CITY COUNCIL AGENDA ITEM

---

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

**RECOMMENDED ACTION:** Approve

**ATTACHMENTS:**

- (1) Attachment 1 - Chief Building Official Cost Proposal and Draft Contract
- (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.](#)

**PROFESSIONAL SERVICES AGREEMENT**  
**Chief Building Official**

This Professional Services Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF STONECREST, GEORGIA** ("City"), and **Bureau Veritas, Inc.** ("Contractor").

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing Chief Building Official services

**WHEREAS**, Contractor submitted a response to the City's Request for Proposal for Chief Building Official, which was selected by the City as the most responsive;

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

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

1. **SERVICES.** Contractor agrees to provide professional services to the City as detailed in **Exhibit A** ("Services"). If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** ("Cost Proposal"). The City agrees to pay Contractor's invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City upon one (1) calendar year from the Effective Date, whichever occurs sooner ("Initial Term"). This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed five (5) years from the Effective Date, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein.

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

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

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

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

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

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

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

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

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

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the “City Indemnitees”) from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney’s fees and costs), incurred by any City Indemnatee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.
10. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.
11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**
- (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
  - (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.
  - (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.
12. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (“e-Verify”). Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit F**, attached hereto and incorporated herein.
13. **THE CITY’S ASSISTANCE AND COOPERATION.** During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting

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

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

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

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

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

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

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



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

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

**If to the City:**

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

**With copies to:**

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

**If to the Contractor:**

Hal Chitwood (Program Manager)  
Bureau Veritas, LLC  
67 Athens Street  
Jefferson, GA 30549  
Email : [hal.chitwood@bureauveritas.com](mailto:hal.chitwood@bureauveritas.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 SCOPE OF SERVICES**

The scope of services includes but is not to be limited to the following:

- a) Supervises, directs, and evaluates assigned staff, processing employee concerns and problems, directing work, counseling, disciplining, and completing employee performance appraisals; maintains standards through the effective coordination of activities; provides recommendations concerning new hires, transfers, promotions, disciplinary action, discharge, and salary administration.
- b) Manages and guides the plan review, permitting and inspection function of building permit and inspection services of the Building Division; develops and establishes policies and procedures governing the plans review, permit issuance and inspection process; renders interpretation of codes; directs and performs building and construction inspections.
- c) Manages the implementation and enforcement of applicable City, State and Federal ordinances and laws related to building construction.
- d) Oversees the permitting process by issuing building permits and answering related questions; prepares reports; issues certificates of occupancy.
- e) Reviews and analyzes various reports, forms and documents, reviews construction documents for compliance with building, plumbing, electrical, mechanical, life safety, fire, and accessibility codes; reviews engineering reports to approve for construction; analyzes concrete lab reports to determine strength of materials; reviews materials list to determine appropriate use of materials; reads roof and floor system truss reports to determine appropriate installation and bracing.
- f) Performs administrative tasks to support the daily operations of the department and division.
- g) Conducts technical reviews of building and construction documents, plans, and related information; directs and performs plans reviews; analyzes information to determine condemnation of property; provides assistance with planning and zoning and engineering reviews; reviews technical reports for compliance.
- h) Attends various meetings as needed, including but not limited to Historic Preservation Commission and Design Review Board, to provide information and recommendations and gather information; attends pre-application review meetings; conducts Construction Board of Adjustment and Appeal (CBAA) meetings; consults with

- architects and engineers; meets with contractors to provide information and resolve problems.
- i) Interacts and communicates with various groups and individuals, by email, phone, and in person meetings, to provide information and resolve conflict.
  - j) Receives, investigates, and responds to complaints; coordinates activities with other departments and County representatives; confers with attorneys concerning legal issues.
  - k) Develops, implements, and manages the division budget; monitors expenditures to ensure compliance with budgetary guidelines.
  - l) Operates a personal computer, printer, calculator, copier, fax machine, phone system, and other equipment as necessary to complete essential functions, to include the use of word processing, desktop publishing, spreadsheet, database, and other system software utilized within the department.
  - m) Performs other related duties as required

## 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).



## CITY COUNCIL AGENDA ITEM

**SUBJECT: MP21-000001 3443 Panola Rd.**

**AGENDA SECTION:** *(check all that apply)*

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

**CATEGORY:** *(check all that apply)*

☐ ORDINANCE    ☐ RESOLUTION    ☐ CONTRACT    ☐ POLICY    ☐ STATUS REPORT  
☒ OTHER, PLEASE STATE: Decision for Final Plat

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

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

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

**Current Council Meeting:** Monday, September 26, 2022

**SUBMITTED BY:** Keedra T. Jackson, Senior Planner of Planning & Zoning

**PRESENTER:** Ray White, Director of Planning & Zoning

**PURPOSE:** To seek a decision for Subdivision Plat

**FACTS:** Applicant is seeking to subdivide property into three parcels

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

**RECOMMENDED ACTION:** Decision

### ATTACHMENTS:

- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - Petition Info
- (3) Attachment 3 - Final Plat
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

Mayor and City Council

Mayor and City Council Meeting September 26, 2022

**Staff Analysis of Major Preliminary Plat**

<b>Petition Number:</b>	<b>MP21-000001</b>
<b>Applicant:</b>	<b>John B. Castle</b>
<b>Owner:</b>	<b>John B. Castle</b>
<b>Project Location:</b>	<b>3443 Panola Road</b>
<b>Parcels:</b>	<b>16- 021- 01- 012</b>
<b>Council District:</b>	<b>Council District 4</b>
<b>Acreage:</b>	<b>8.37 acres</b>
<b>Existing Zoning:</b>	<b>R- 100 (Single Family Residential)</b>
<b>Proposed Zoning:</b>	<b>R- 100 (Single Family Residential)</b>
<b>Comprehensive Plan Community: Area Designation</b>	<b>Suburban</b>
<b>Proposed Development/Request</b>	<b>The applicant is requesting an approval of the Major Preliminary Plat for a 3 lot Subdivision.</b>
<b>Staff Recommendations:</b>	<b><i>Approval</i></b>
<b>Planning Commission</b>	<b>N/A</b>

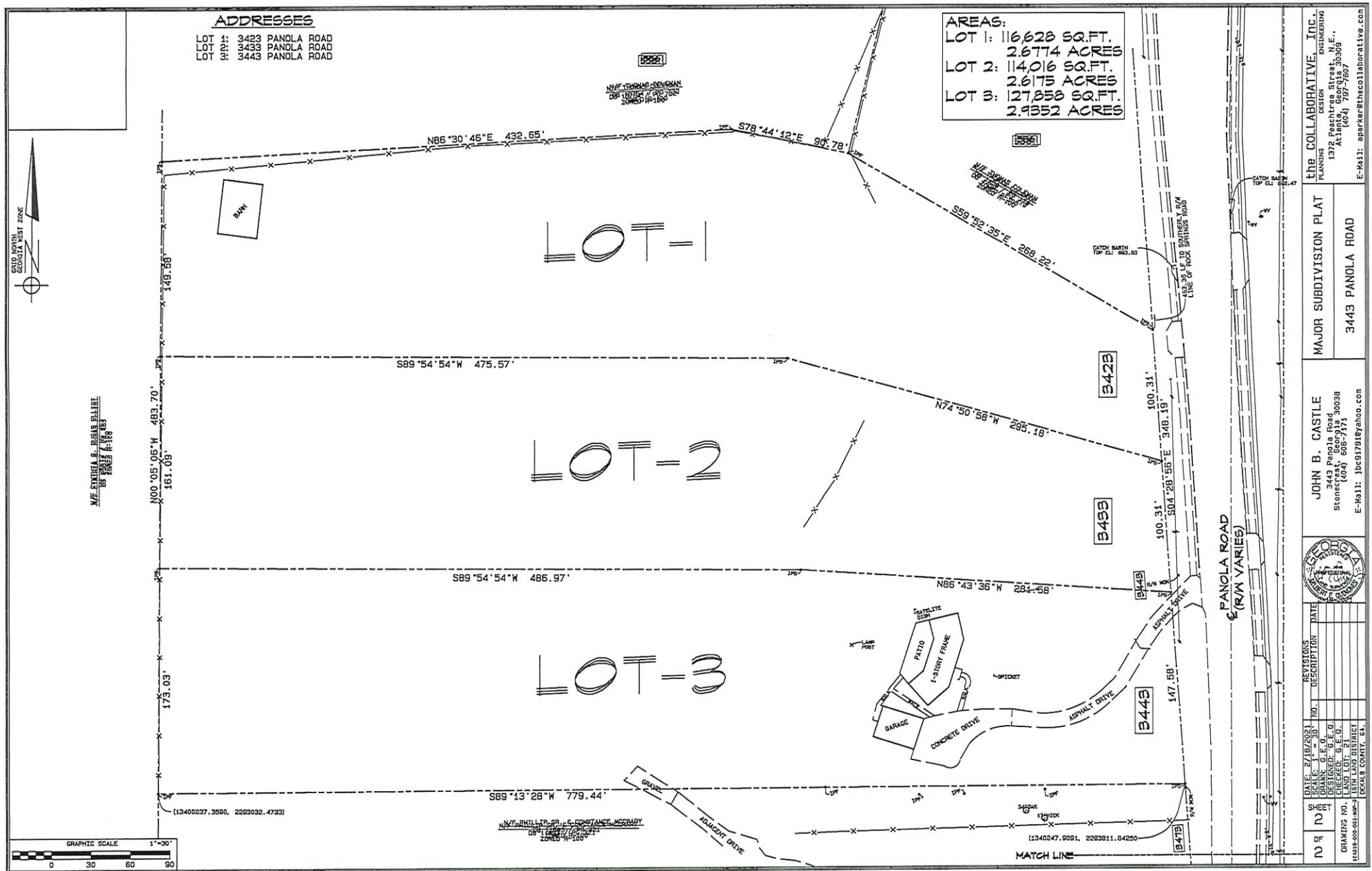


## Petition Information

- Applicant: John B. Castle
- Location: 3443 Panola Road
- Acreage: 8.37 acres
- REQUEST: The applicant is requesting approval of a major preliminary subdivision plat, which will result in the creation of Three (3) lots of record from one original lot in accordance with Chapter 14, Sec.14-85, Part B, Sec. 14-88 & Sec. 14-89.

LAND LOT 21; 16TH LAND DISTRICT  
CITY OF STONECREST  
DEKALB COUNTY, GEORGIA  
ZONING: R-100  
DEKALB AP#: 3079240

## 183







## CITY COUNCIL AGENDA ITEM

**SUBJECT: SPD22-000008 Flat Rock Hills Phase 4**

**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: Not a public hearing, but a decision is to be rendered

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

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

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

**Current Council Meeting:** Monday, September 26, 2022

**SUBMITTED BY:** Keedra T. Jackson, Planning & Zoning

**PRESENTER:** Ray White

**PURPOSE:** The applicant proposes a Final Plat for Phase 4B of the Flat Rock Hills subdivision. The subdivision will consist of 58 lots. The disturbed acreage will be 20.008. The applicant will follow the R-100 development standards.

**FACTS:** The application review started under the previous administration and was inherited by the current staff in January of 2022. In the subsequent month it was discovered that the developer had received approvals from DeKalb County; however, our records did not reflect the process in which Preliminary Plats and Final Plats are to be handled according to Section 14-88 of the Chapter 27 City of Stonecrest Zoning Ordinance. The applicant was instructed to submit a Preliminary Plat and Final Plat application for review.

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

**RECOMMENDED ACTION:** Approval

**ATTACHMENTS:**



## CITY COUNCIL AGENDA ITEM

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- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - Final Plat
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



**Mayor and City Council**  
**Mayor and City Council Meeting September 26, 2022**

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**Staff Analysis of Preliminary Plat**

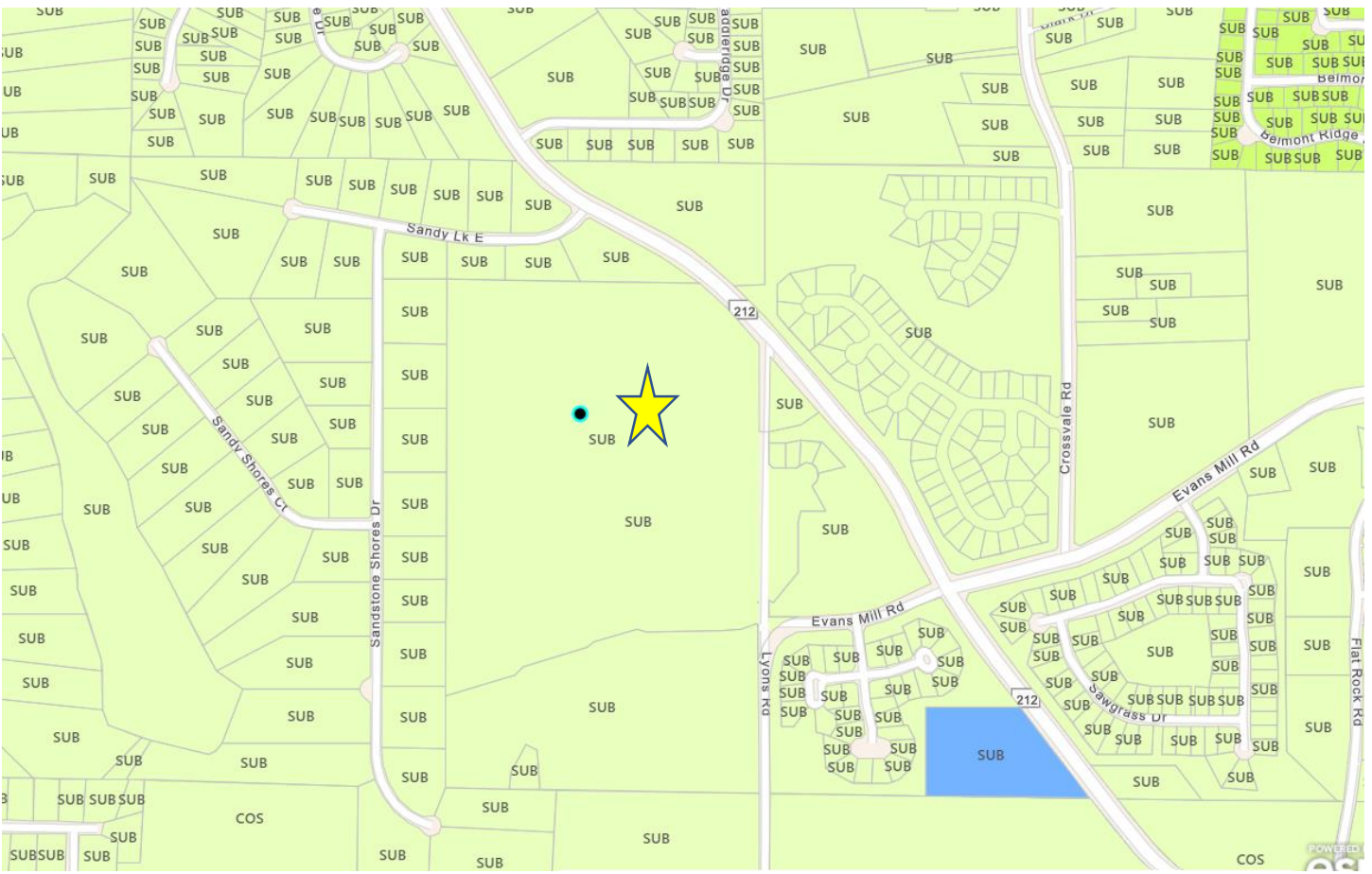
<b>Petition Number:</b>	SPD22-000008
<b>Applicant:</b>	Tiffany D. Hogan
<b>Owner:</b>	D. R. Horton
<b>Project Location:</b>	5627 Browns Mill Road
<b>Parcels:</b>	16-047-03-014
<b>Council District:</b>	Council District 4
<b>Acreage:</b>	32.095 +/- acres
<b>Existing Zoning:</b>	R-100
<b>Proposed Zoning:</b>	R-100
<b>Comprehensive Plan Community: Area Designation</b>	Suburban
<b>Proposed Development/Request:</b>	The applicant is requesting an approval of the Final Plat of the Flat Rock Hills
<b>Staff Recommendations:</b>	<i>Approval</i>
<b>Planning Commission</b>	N/A





## Mayor and City Council

### Zoning Map



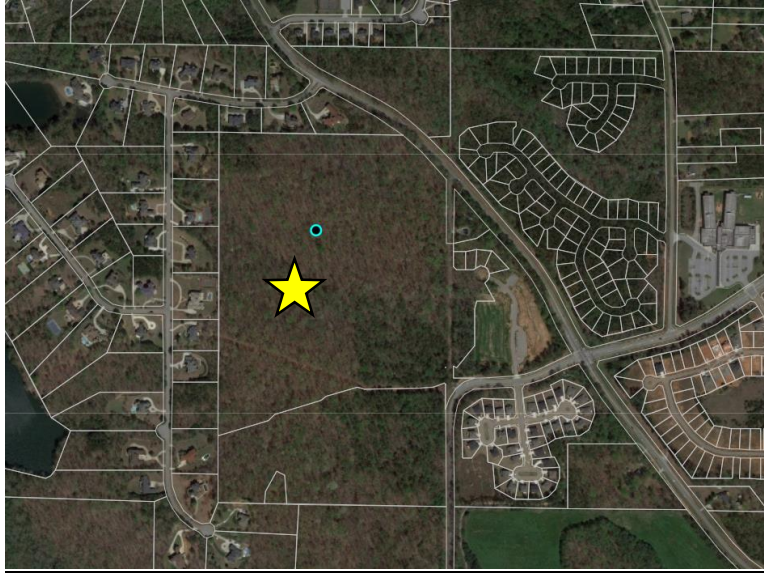
### Proposed Zoning: R-100 (Residential Medium Lot)



**Subject Property**



**Mayor and City Council**  
**Aerial Map**



**Location**

The subject property is located at 5627 Browns Mill Road (Parcel ID: 16-047-03-014). The Subject Property consists of a ±32.095 -acres in Land Lots 047, of the 16th District, of City of Stonecrest, DeKalb County, Georgia ("Subject Property").

The property is bounded by Flat Rock Elementary to the east, by Sandstone Estates to the north and west and southern portion.



**Subject Property**

SDP22-000010

**Background:**

The preliminary plat review started under the administration of DeKalb County in 2005. The City Council at the City of Stonecrest were introduced to this subdivision in 2019 when community discussions regarding the construction of the subdivision began to take place. The current administration were introduced to this subdivision in January of 2022 when the developer inquired about the status of the final plat. In the subsequent month it was discovered that the developer had received approvals from DeKalb County; however, our did not reflect the process in which Preliminary Plats and Final Plats are to be handled according to Section 14-88 of the Chapter 27 City of Stonecrest Zoning Ordinance. The applicant was instructed to submit a Preliminary Plat application where payment was collected. Staff has completed two thorough reviews with the applicant. A Performance Bond and a Maintenance Bond has been applied to the project.

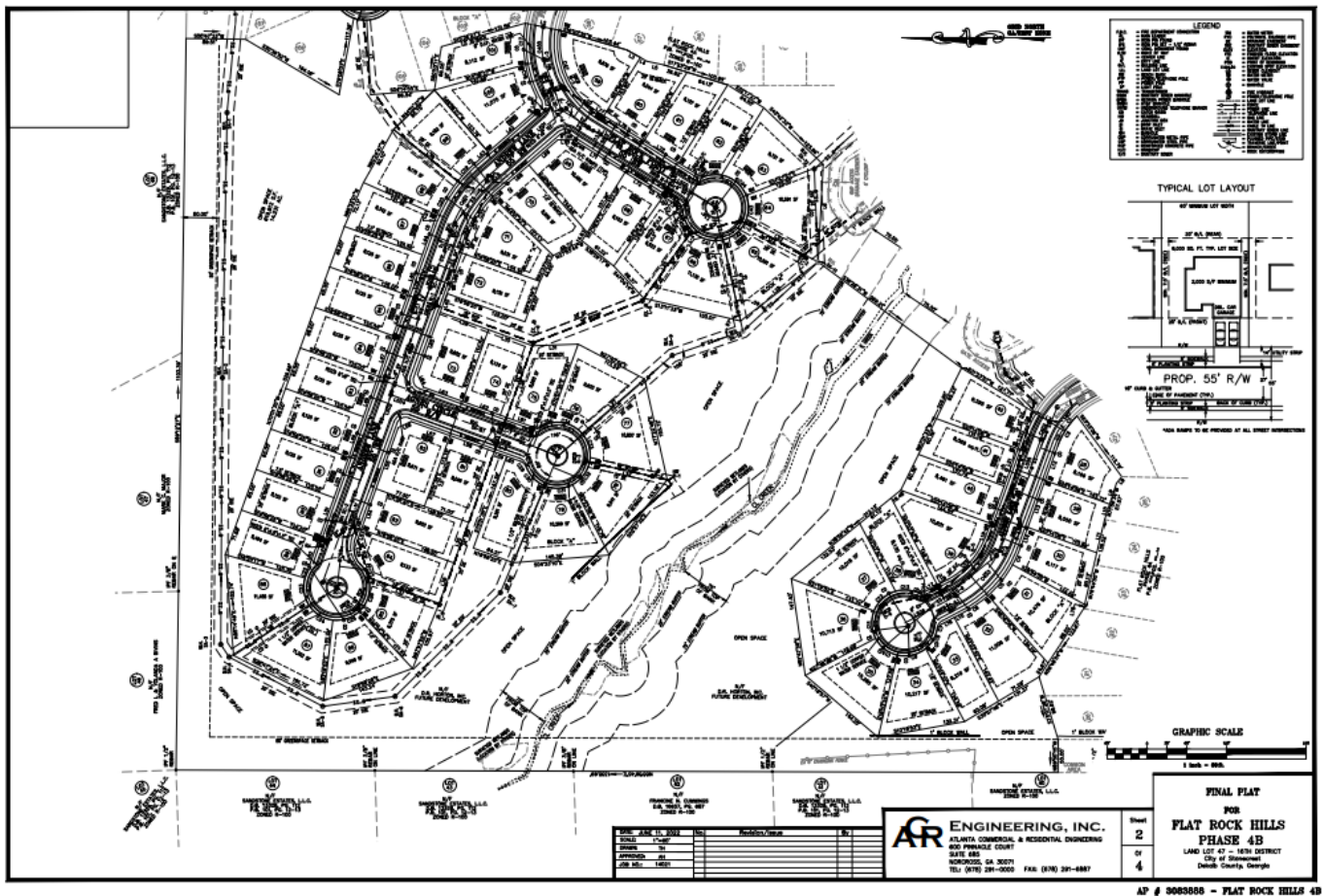


## Mayor and City Council

### Details of the Preliminary Plat:

The applicant proposes to Phase 4B of the Flat Rock Hills subdivision. The subdivision will consist of 58 lots. The disturbed acreage will be 28.44. The applicant will follow the R-100 development standards.

The subject property is predominantly surrounded by single family residential with the R-100 zoning category. Detail site and architectural plans must be submitted to the Planning & Zoning Department for the Pre-Development Review Team and shall be in substantial conformity with the City of Stonecrest Development Standards.





## Mayor and City Council

### **STANDARDS OF PRELIMINARY PLAT REVIEW:**

*Section 14-88 of the Stonecrest Zoning Ordinance list eight factors to be considered in a technical review of a zoning case completed by the Community Development Department and Planning Commission. Each element is listed with staff analysis.*

*The owner of the land where the proposed development is to occur, or his authorized agent, shall file a preliminary plat with the Director along with an application for approval. The application shall:*

*(1)*

*Be submitted with the plan set for a Land Disturbance Permit;*

*(2)*

*Be accompanied by minimum of six copies of the plans, which must be prepared by a registered civil engineer, surveyor, or landscape architect, as described in these regulations and complying in all respects with these regulations and conforming with the zoning of the property;*

*(3)*

*Be accompanied by an application fee in the amount set by the mayor and city council;*

*(4)*

*Be accompanied by a tree survey;*

*(5)*

*Include the name, address and telephone number of an agent who is authorized to receive all notices required by these regulations;*

*(6)*

*Be signed by the owner of the property, or if the application is not signed by the owner, a completed indemnification agreement signed by the owner of the property;*

*(7)*

*Be accompanied with a consent affidavit from the property owner;*





## Mayor and City Council

(8)

*Be accompanied by a small map of the City of Stonecrest depicted the subdivision location within the City;*

(9)

*Be accompanied by a vicinity map at a scale of 400 feet to one inch showing the location of the tract with reference to surrounding properties, streets, municipal boundaries, and streams within 500 feet of the tract show zoning districts of adjoining property;*

(10)

*Include the names of adjoining property owners and the zoning classifications of adjacent properties;*

(11)

*Include the name, address and phone of developer and engineer;*

(12)

*Be accompanied by a certification by the applicant that no lots platted are nonconforming or will result in any nonconforming lots;*

(13)

*The applicant shall obtain the approval of the DeKalb County Health Department and the DeKalb County Department for Watershed Management; and*

(14)

*Payment of the appropriate development review application fee.*

*(Ord. No. 2018-06-03, § 14-88, 6-3-2018)*

- **Whether the proposed land use change will permit uses that are suitable in consideration of the use and development of adjacent and nearby property or properties.**

As shown in the table below, the subject property is surrounded by industrial and residential development. \*  
*Please see the map below table*



Mayor and City Council

ADJACENT ZONING AND LAND USE		
	Zoning	Zoning Land Use
Adjacent: North	R-100(Residential Medium Lot) District	Single-family (Sandstone Estates)
Adjacent: East	R-100 (Residential Medium Lot) District	Single-family (Sandstone Estates) Flat Rock Hills Elementary
Adjacent: South	R-100 (Residential Medium Lot District	Single-Family (Sandstone Estates)
Adjacent: West	R-100 (Med Residential)	Single-family Residential (Sandstone Estates)

**STAFF RECOMMENDATION**

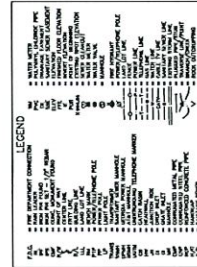
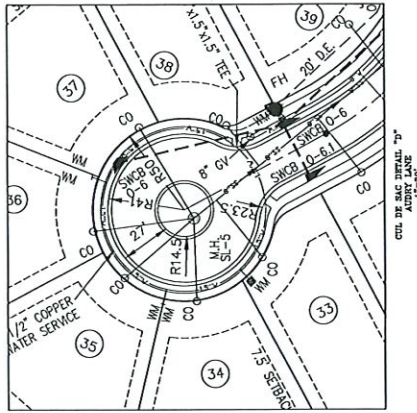
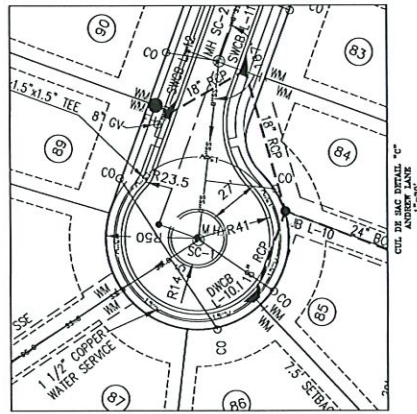
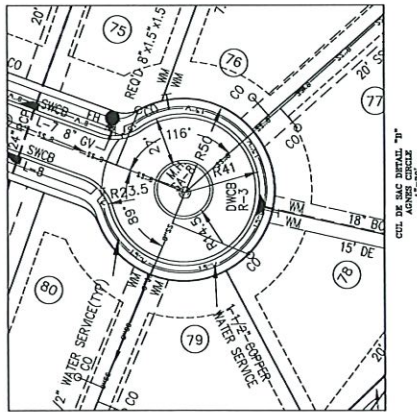
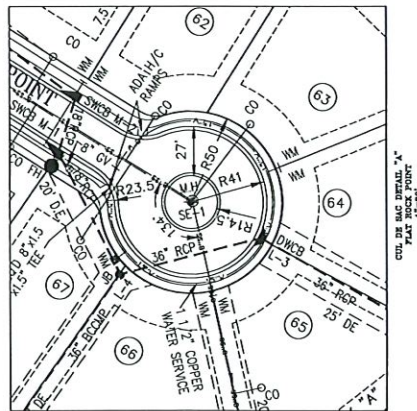
The applicant has met all of the Preliminary Plat requirements stated in Section 14-88 of Chapter 14; therefore, staff recommends **APPROVAL** of SDP22-000008.




MAP # 3110664 - FLAT ROCK HILLS 4B





[illegible]

DATE	JUNE 11, 2022	NO.		REVISION/REMARK
SCALE	"N"=1"			
DRAWN BY	TH			
CHECKED BY	TH			
APP. NO.	14031			



**ACR**  
ENGINEERING, INC.

ATLANTA, COMMERCIAL & RESIDENTIAL ENGINEERING

300 PINEHURST COURT

ROCKDALE, IL 60421

TEL: (708) 295-4907

FAX: (708) 295-4907

**FOR**

**FINAL PLAT**

**FLAT ROCK HILLS**

**PHASE 4B**

**Sheet**

**3**

**LAND LOT 42 - 16TH DISTRICT**

**City of Skowhegan**

**State of New Hampshire**

**of**

**4**

AP # 3110664 - FLAT ROCK HILLS 4B







## CITY COUNCIL AGENDA ITEM

**SUBJECT: SPD22-0000009 Preliminary Plat for Crestview Pointe**

**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: Crestview Pointe Preliminary Plat

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

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

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

**Current Council Meeting:** Monday, September 26, 2022

**SUBMITTED BY:** Keedra T. Jackson, Senior Planner

**PRESENTER:** Ray White, Director of Planning & Zoning

**PURPOSE:** The applicant proposes to construct a 129 unit single-family residential development.

**FACTS:** The proposed development will consist of 129 single-family residential dwellings. The minimum lot area is 5000 sf and 50 feet wide.

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

**RECOMMENDED ACTION:** Approval

### ATTACHMENTS:

- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - Preliminary Plat
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



**Mayor and City Council**  
**Mayor and City Council Meeting September 26, 2022**

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**Staff Analysis of Preliminary Plat (Section 14-88)**

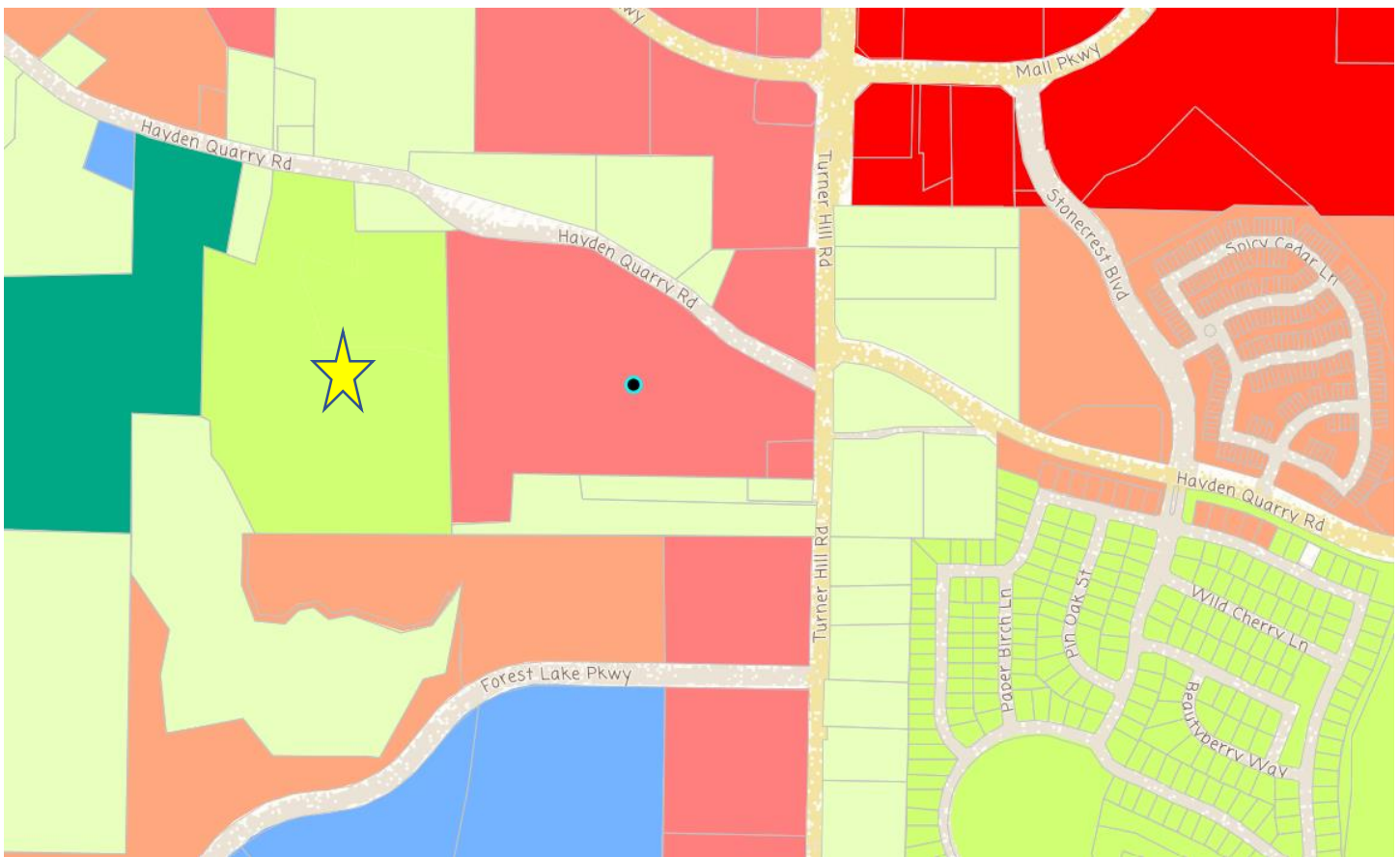
<b>Petition Number:</b>	SPD22-0000009
<b>Applicant:</b>	Jim Jacobi
<b>Owner:</b>	James Jacobi
<b>Project Location:</b>	7199 Hayden Quarry Road
<b>Parcels:</b>	16-171-02-003
<b>Council District:</b>	Council District 1
<b>Acreage:</b>	32.09 +/- acres
<b>Existing Zoning:</b>	RSM (Residential Small Lot) / Stonecrest Tier 3 Overlay
<b>Proposed Zoning:</b>	MR-2 (Medium Density Residential)
<b>Comprehensive Plan Community: Area Designation</b>	Regional Center
<b>Proposed Development/Request:</b>	The applicant is requesting an approval of the Preliminary Plat for a 129 single-family residential development
<b>Staff Recommendations:</b>	<i>Approval</i>
<b>Planning Commission</b>	N/A
<b>City Council:</b>	N/A





Mayor and City Council

Zoning Map



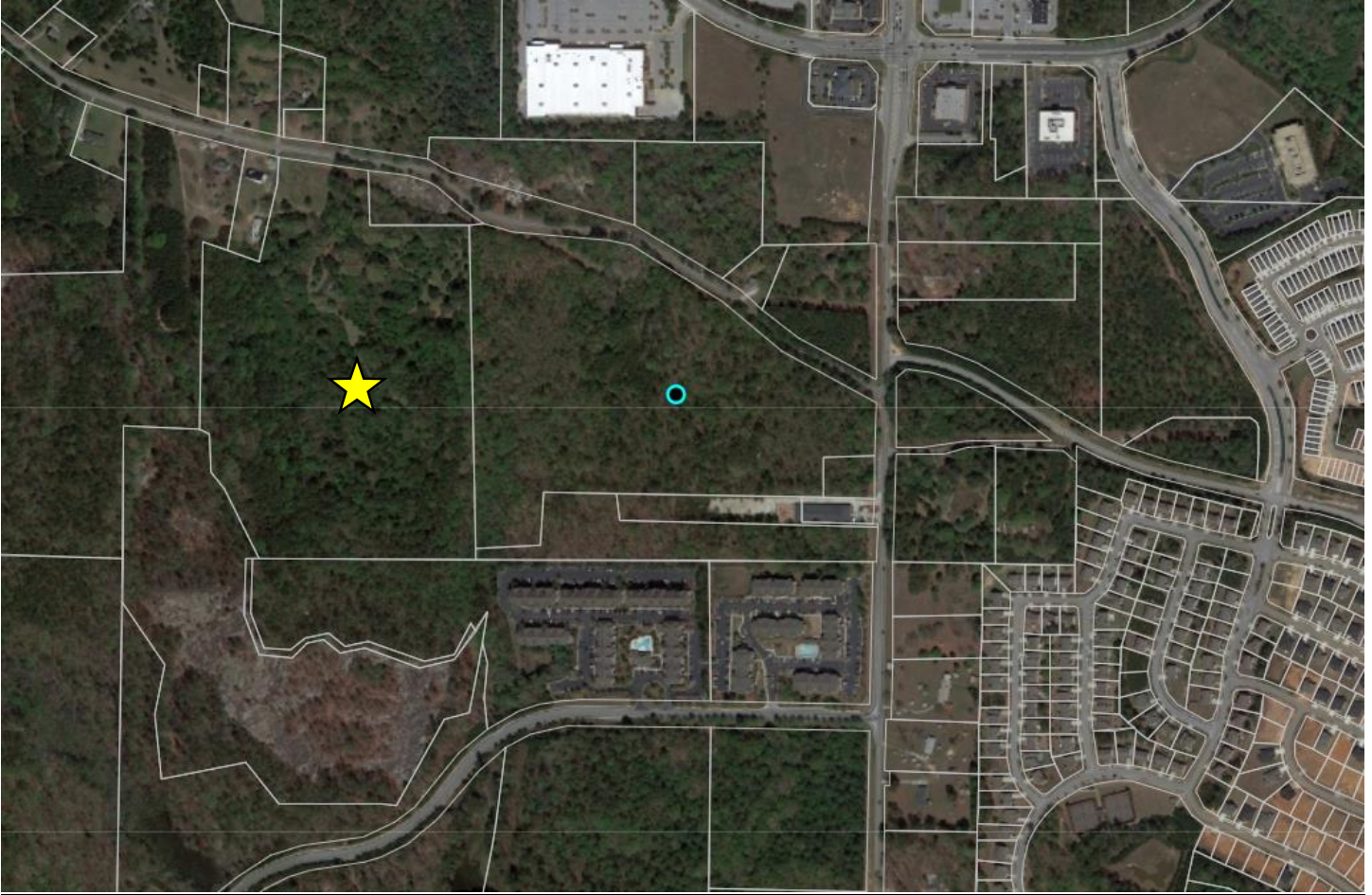
Current Zoning: RSM (Residential Small Lot District)



Subject Property



Mayor and City Council  
Aerial Map



PROJECT OVERVIEW



**Subject Property**

SDP22-000009



## Mayor and City Council

### Location

The subject property is located at 7199 Hayden Quarry Road (Parcel ID: 16-171-02-003). The Subject Property consists of a ±32.09 -acres in Land Lots 171, of the 16th District, of City of Stonecrest, DeKalb County, Georgia ("Subject Property").

The property is bounded by New Black Wall Street to the north, by Wesley Stonecrest Apartments to the south and residential to the east and west.

### Details of the Preliminary Plat:

The subject property is an odd, shaped lot and is heavily wooded in nature. The property is located near the corner of Hayden Quarry and Turner Hill Road. The property is in the Stonecrest Tier 3 Overlay District.

The applicant proposes to construct a 190-unit single-family development. The single-family homes will be a minimum of 5000 sf in area with two-car garages and an extra 1 space per unit. There will be 8 overflow parking spaces. The public streets will be 55 ft in width boarded by 5 ft sidewalks with 8ft grass strips throughout the development. There will be one ingress/egress to the development off Hayden Quarry Road.

### STANDARDS OF PRELIMINARY PLAT REVIEW:

*Section 14-88 of the Stonecrest Zoning Ordinance list eight factors to be considered in a technical review of a zoning case completed by the Community Development Department and Planning Commission. Each element is listed with staff analysis.*

*The owner of the land where the proposed development is to occur, or his authorized agent, shall file a preliminary plat with the Director along with an application for approval. The application shall:*

(1)

*Be submitted with the plan set for a Land Disturbance Permit;*

(2)



### Mayor and City Council

*Be accompanied by minimum of six copies of the plans, which must be prepared by a registered civil engineer, surveyor, or landscape architect, as described in these regulations and complying in all respects with these regulations and conforming with the zoning of the property;*

(3)

*Be accompanied by an application fee in the amount set by the mayor and city council;*

(4)

*Be accompanied by a tree survey;*

(5)

*Include the name, address and telephone number of an agent who is authorized to receive all notices required by these regulations;*

(6)

*Be signed by the owner of the property, or if the application is not signed by the owner, a completed indemnification agreement signed by the owner of the property;*

(7)

*Be accompanied with a consent affidavit from the property owner;*

(8)

*Be accompanied by a small map of the City of Stonecrest depicted the subdivision location within the City;*

(9)

*Be accompanied by a vicinity map at a scale of 400 feet to one inch showing the location of the tract with reference to surrounding properties, streets, municipal boundaries, and streams within 500 feet of the tract show zoning districts of adjoining property;*

(10)

*Include the names of adjoining property owners and the zoning classifications of adjacent properties;*

(11)

*Include the name, address and phone of developer and engineer;*



## Mayor and City Council

(12)

*Be accompanied by a certification by the applicant that no lots platted are nonconforming or will result in any nonconforming lots;*

(13)

*The applicant shall obtain the approval of the DeKalb County Health Department and the DeKalb County Department for Watershed Management; and*

(14)

*Payment of the appropriate development review application fee.*

*(Ord. No. 2018-06-03, § 14-88, 6-3-2018)*

- **Whether the proposed land use change will permit uses that are suitable in consideration of the use and development of adjacent and nearby property or properties.**

As shown in the table below, the subject property is surrounded by industrial and residential development. \*  
*Please see the map below table*

ADJACENT ZONING AND LAND USE		
	Zoning	Zoning Land Use
Adjacent: North	C-1(Local Commercial) District	New Black Wall Street
Adjacent: East	R-100 (Residential Medium Lot) District; MU-4 (Mixed-Use High Density) and RSM (Residential Small Lot)	Vacant Lad
Adjacent: South	MR-1 (Medium Residential District	Wesley Stonecrest Apartments



Mayor and City Council

Adjacent: West	R-100 (Med Residential)	Single-family Residential
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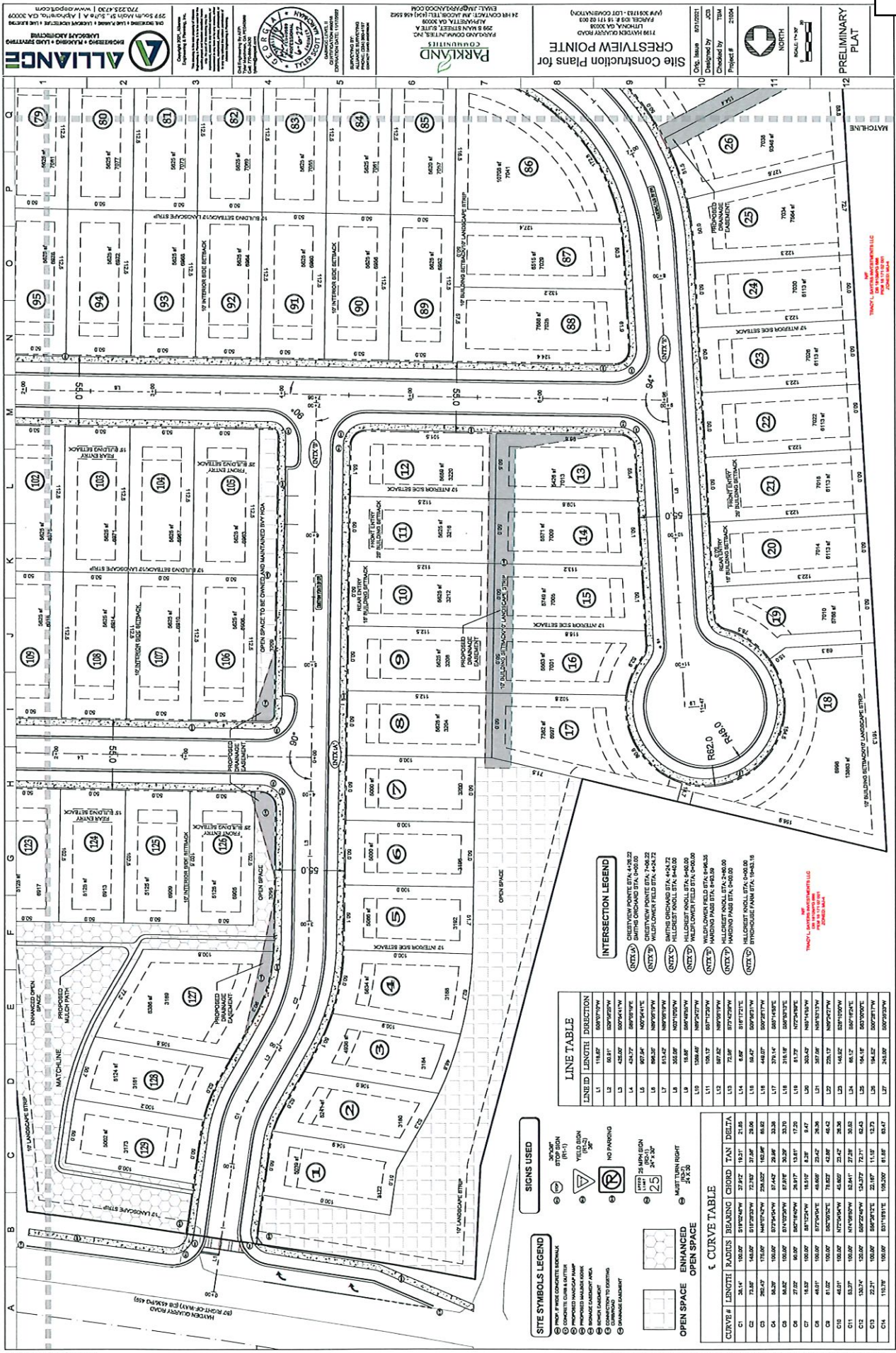
**STAFF RECOMMENDATION**

The applicant has met all of the Preliminary Plat requirements stated in Section 14-88 of Chapter 14; therefore, staff recommends **APPROVAL** of SDP22-000009.









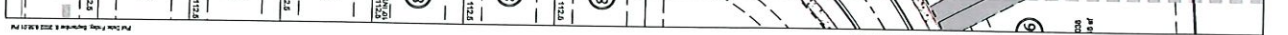














## CITY COUNCIL AGENDA ITEM

**SUBJECT: SPD22-000012 Final Plat for Flat Rock Hills Phase 3**

**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:** Not a public hearing, but a decision is to be rendered

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

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

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

**Current Council Meeting:** Monday, September 26, 2022

**SUBMITTED BY:** Keedra T. Jackson, Planning & Zoning

**PRESENTER:** Ray White, Director of Planning & Zoning

**PURPOSE:** The applicant proposes a Final Plat for Phase 3 of the Flat Rock Hills subdivision. This phase of the subdivision will consist of 31 lots. The disturbed acreage will be 11.5. The applicant will follow the R-100 development standards.

**FACTS:** The application review started under the previous planning administration and was inherited by the current staff in January of 2022. The Preliminary Plat was approved under DeKalb County. The applicant is ready to begin the Final Plat process in which Preliminary Plats and Final Plats are to be handled according to Section 14-88 of the Chapter 27 City of Stonecrest Zoning Ordinance. The applicant was instructed to submit a Preliminary Plat and Final Plat application for review.

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

**RECOMMENDED ACTION:** Approval

**ATTACHMENTS:**





## CITY COUNCIL AGENDA ITEM

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- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - Final Plat
- (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.







