



CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – AGENDA 3120 Stonecrest Blvd., Stonecrest, GA 30038 Wednesday, January 28, 2026 at 6:00 PM

Mayor Jazzmin Cobble

Mayor Pro Tem Tara Graves - District 1 Council Member Terry Fye - District 2

Council Member Alecia Washington - District 3 Council Member George Turner - District 4

Council Member Karmesha Smith- District 5

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

- I. CALL TO ORDER:** Tara Graves, Mayor Pro-Tem
- II. ROLL CALL:** Sonya Isom, City Clerk
- III. INVOCATION**
- IV. PLEDGE OF ALLEGIANCE:** Alecia Washington, District 3 Councilmember
- V. APPROVAL OF THE AGENDA**
- VI. REVIEW AND APPROVAL OF MINUTES**
 - a.** Approval of Meeting Minutes - City Council Meeting, December 18, 2025

VII. PUBLIC COMMENTS

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

All members of the public wishing to address the City Council shall submit their name and the topic of their comments to the city clerk prior to the start of any meeting held by the City Council. There is a three (3) minute time limit for each speaker submitting or reading a public comment. Individuals will be held to those established time limits.

VIII. PUBLIC HEARINGS

Citizens wishing to participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request including your full name, address,

position on the agenda item you are commenting on (for or against) via email to cityclerk@stonecrestga.gov by 2 pm the day of the Public Hearing to be read into the record at the meeting. A zoom link for the meeting will be sent to you upon your request.

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. **Public Hearing** - RZ 25-004 2374 Cove Lake Road - *Shawanna Qawiy, Division Director Community Development*
- b. For Decision** - Ordinance for RZ 25-004 2374 Cove Lake Road - *Shawanna Qawiy, Division Director Community Development*
- c. **Public Hearing** - RZ 25-006 7511 Covington Highway - *Shawanna Qawiy, Division Director Community Development*
- d. For Decision** - Ordinance for RZ 25-006 7511 Covington Highway - *Shawanna Qawiy, Division Director Community Development*
- e. **Public Hearing** - RZ 25-007 6760 Chupp Road - *Shawanna Qawiy, Division Director Community Development*
- f. For Decision** - Ordinance for RZ 25-007 6760 Chupp Road - *Shawanna Qawiy, Division Director Community Development*
- g. **Public Hearing** - RZ 25-013 3309 Panola Road - *Shawanna Qawiy, Division Director Community Development*
- h. For Decision** - Ordinance for RZ 25-013 3309 Panola Road - *Shawanna Qawiy, Division Director Community Development*
- i. **Public Hearing** - RZ 25-014 3313 Panola Road - *Shawanna Qawiy, Division Director Community Development*
- j. For Decision** - Ordinance for RZ 25-014 3313 Panola Road - *Shawanna Qawiy, Division Director Community Development*
- k. **Public Hearing** - SLUP 25-005 3802 Button Gate Court - *Shawanna Qawiy, Division Director Community Development*
- l. For Decision** - Ordinance for SLUP 25-005 3802 Button Gate Court - *Shawanna Qawiy, Division Director Community Development*
- m. **Public Hearing** - SLUP 25-007 1695 Spring Hill Cove - *Shawanna Qawiy, Division Director Community Development*
- n. For Decision** - Ordinance for SLUP 25-007 1695 Spring Hill Cove - *Shawanna Qawiy, Division Director Community Development*

IX. CONSENT AGENDA

X. APPOINTMENTS & ANNOUNCEMENTS

- a. Appointment of Acting City Manager - *Mayor Jazzmin Cobble*
- b. Appointment of Municipal Chief Judge - *Mayor Jazzmin Cobble*

XI. REPORTS & PRESENTATIONS

- a. Departmental Update - Human Resources
- b. Departmental Update - Parks and Recreation
- c. Departmental Update - Community Development

XII. OLD BUSINESS

- a. **For Decision** - Ordinance for SLUP 25-006 5940 Fairington Road - *Shawanna Qawiy, Division Director Community Development*

XIII. NEW BUSINESS

- a. **For Decision** - Resolution for Matrix Fee Schedule - *Shawanna Qawiy, Division Director Community Development*
- b. **For Decision** - Contract for Vendor Recommendation for Installation of Rectangular Rapid Beacons (RRFB) and Yellow Flashing Traffic Beacons - *Tanisha Boynton, Procurement Manager and Hari Karikaran, City Engineer.*
- c. **For Decision** - Resolution for FY 2026 Tire Products Grant - *Keira Drane, Grants Administrator*
- d. **For Decision** - Committee Assignments - *George Turner, Councilmember District 4*

XIV. CITY ATTORNEY COMMENTS

XV. CITY MANAGER UPDATE

XVI. MAYOR AND COUNCIL COMMENTS

XVII. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate, 4) Cyber Security

XVIII. 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

Thursday, December 18, 2025 at 6:00 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Terry Fye - District 2

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

Council Member Tammy Grimes - District 5

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

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

The meeting began at 6:10pm.

II. ROLL CALL: Sonya Isom, City Clerk

All members were present with Mayor Cobble arriving after roll call.

III. INVOCATION: Pastor Dr. Jamal H. Bryant, New Birth Missionary Baptist Church

IV. PLEDGE OF ALLEGIANCE: Alecia Washington, District 3 Councilmember

V. APPROVAL OF THE AGENDA

- a. There was a request to move Reports & Presentations under the Public Comments
- b. There was a request to move City Council Meeting Minutes from November 24, 2025, to Consent Agenda
- c. There was a request to move items a & b from Old Business to Consent Agenda
- d. There was a request to move items a-f from New Business to Consent Agenda
- e. There was a request to move Public Hearing item a to New Business

Motion – made by Councilmember Terry Fye to approve the agenda with the stated adjustments. Second by Councilmember Tammy Grimes.

Motion passed unanimously.

VI. REVIEW AND APPROVAL OF MINUTES

- a. Approval of Meeting Minutes - City Council Meeting, November 24, 2025

Motion – made by Councilmember Terry Fye to approve the City Council Meeting Minutes from November 24, 2025. Second by Councilmember Tara Graves.

Motion passed unanimously.

VII. PUBLIC COMMENTS

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

All members of the public wishing to address the City Council shall submit their name and the topic of their comments to the city clerk prior to the start of any meeting held by the City Council. There is a three (3) minute time limit for each speaker submitting or reading a public comment. Individuals will be held to established time limits.

Marie Colson – Welcomed Councilmember Karmesha Smith to District 5, and best wishes to Councilmember Tammy Grimes with a flower presentation.

Melissa Patti – requested cleanup and Officer Austin, along with DeKalb Beautification got it done. Suggested inviting vendors to the area.

VIII. PUBLIC HEARINGS

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

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

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

- a. Public Hearing** - SDP 24-004 Major Plat/Lot Division for IDI Logistics Center - Shawanna Qawiy, Division Director Community Development

No public hearing was held.

- b. For Decision** - Resolution for SDP 24-004 Major Plat/Lot Division for IDI Logistics Center - Shawanna Qawiy, Division Director Community Development

Item was moved to New Business.

- c. Public Hearing** - RZ 25-004 2374 Cove Lake Road - Shawanna Qawiy, Division Director Community Director

- d. For Decision** - Ordinance for RZ 25-004 2374 Cove Lake Road - Shawanna Qawiy, Division Director Community Director

Motion – made by Councilmember Terry Fye to defer the public hearing for RZ 25-004 2374 Cove Lake Road to the next meeting. Second by Councilmember Tara Graves.

Motion passed unanimously.

e. Public Hearing - SLUP 25-006 5940 Fairington Road - *Shawanna Qawiy, Division Director Community Development*

Presentation by Director Qawiy stating this item is to re-establish a package store. There was review of the background, public participation, future land use, zoning map, location map, aerial map, submitted site plan, and site photos. Staff recommended approval with conditions as listed.

Motion – made by Councilmember Tammy Grimes to open public hearing for SLUP 25-006 5940 Fairington Road. Second by Councilmember Tara Graves.

Motion passed unanimously.

Comments by owner stating the location has been a package store since 2003 and that he wants to keep serving the community. He also stated there is pre-established security and he is also installing secondary security and will have security patrolling the area.

In Favor – none

Opposition

Melissa Patti

Marty Garrison

Motion – made by Councilmember Tammy Grimes to close public hearing for SLUP 25-006 5940 Fairington Road. Second by Councilmember Tara Graves.

Motion passed unanimously.

Director Qawiy confirmed the applicant and owner have discussed and agreed to conditions, which will follow parcel of land and business.

The preamble was read by the City Clerk.

f. For Decision - Ordinance for SLUP 25-006 5940 Fairington Road - *Shawanna Qawiy, Division Director Community Director*

Motion – made by Councilmember Alecia Washington to defer SLUP 25-006 5940 Fairington Road for a 30-day cycle until agreement is in writing by owner. Second by Councilmember Tammy Grimes.

Motion - unreadiness.

Motion – made by Councilmember Alecia Washington to defer SLUP 25-006 5940 Fairington Road to the next meeting and obtain agreement in writing by the owner. Second by Councilmember Tammy Grimes.

Motion passed 3-2 with Councilmembers Tara Graves and Terry Fye voting Nay.

IX. CONSENT AGENDA

a. Resolution for the Request to Accept FY25 CDGB Grant for Salem Road Sidewalk Installation

- b. Resolution for the Request to Accept GMA 2025 Health and Wellness Grant
- c. Approval for Scoreboard Replacement at Browns Mill Park & Southeast Athletic Fields
- d. Contract for Vendor Recommendation for Field Upgrades & Maintenance
- e. Contract for Vendor Recommendation for Fairington Playground Equipment & Shades Upgrades
- f. Resolution for Vendor Recommendation for Fairington Road Sidewalk Project
- g. Memorandum of Agreement with GDOT for Construction of the Panola Road Bridgescape

All items were discussed during the January Work Session.

Motion – made by Councilmember Terry Fye to move item f from the Consent Agenda. Second by Councilmember Tammy Grimes.

Motion passed unanimously.

Motion – made by Councilmember Terry Fye to withdraw the previous motion.

Motion passed unanimously.

Motion – made by Councilmember Terry Fye to withdraw item f - Agreement for Mowing & Maintenance with GDOT at Panola Road Bridgescape from the Consent Agenda and move to New Business. Second by Councilmember Tara Graves.

Motion passed unanimously.

Motion – made by Councilmember Terry Fye to approve the Consent Agenda as amended. Second by Councilmember Tammy Grimes.

Motion passed unanimously.

X. APPOINTMENTS & ANNOUNCEMENTS

- a. **Appointments** - Municipal Court Judges, *Mayor Jazzmin Cobble*

This presentation was introduced by Mayor Cobble stating it is time to reappoint three of the city's Municipal Court Judges. Mayor Cobble is recommending that the city reappoint the existing Municipal Judges: Judge Sheridan, Judge Barnes and Judge Scott.

Motion – made by Councilmember Terry Fye to approve the recommended appointments by Mayor Jazzmin Cobble for Judges Sheridan, Scott and Barnes. Second by Councilmember Tammy Grimes.

Motion passed unanimously.

XI. REPORTS & PRESENTATIONS

- a. **Presentation** - State Representative Regina Lewis-Ward (Arbor Day Event Collaboration), *Mayor Jazzmin Cobble*
- b. **Presentation** - How Big is Your Dream: Joel Flynn BKA JFly, *Councilmember Tammy Grimes*
- c. **Presentation** - Reverend Dr. Mark Lomax, *Councilmember Tammy Grimes*
- d. **Presentation** - Constituent Care: Charmessa Grace, Kwajalyn Cornelius Grace, *Councilmember Tammy Grimes*

- e. **Presentation** - EMT Excellence:EMT Jacks, EMT Horne, *Councilmember Tammy Grimes*

XII. OLD BUSINESS

- a. **For Decision** - Resolution for the Request to Accept FY25 CDBG Grant for Salem Road Sidewalk Installation - *Keira Drane, Grants Administrator*

Presentation by Mrs. Drane, requesting to accept the award in the amount of \$340,000 from DeKalb County to install sidewalks on Salem Road.

Item approved in Consent Agenda with the preamble being read by the City Clerk.

- b. **For Decision** - Resolution for the Request to Accept GMA 2025 Health and Wellness Grant - *Keira Drane, Grant Administrator*

Presentation by Mrs. Drane requesting to accept the award in the amount of \$5,500 from GMA for Health & Wellness.

Item approved in Consent Agenda with the preamble being read by the City Clerk.

XIII. NEW BUSINESS

- a. **For Decision** - Approval for Scoreboard Replacement at Browns Mill Park & Southeast Athletic Fields - *Tanisha Boynton, Procurement Manager & Reginald Powell, Facilities Operations Manager*

Presentation by Ms. Boynton stating the recommended vendor will be Sourcewell – Daktronics Inc., who will replace all scoreboards at both locations in the amount of \$100,394.00. The funds will be used from the Southeast funding source.

Item approved in Consent Agenda.

- b. **For Decision** - Contract for Vendor Recommendation for Field Upgrades & Maintenance - *Tanisha Boynton, Procurement Manager and Reginald Powell, Facilities Operations Manager*

Presentation by Mrs. Boynton stating the field upgrades & maintenance are for all city parks. There was a solicitation with 5 responses. Yellowstone Landscape Southeast, LLC was selected to provide the service in the amount of \$281,380.00. The term is for 1 year with 4 1-year renewal options available if wished to renew.

Item approved in Consent Agenda.

- c. **For Decision** - Contract for Vendor Recommendation for Fairington Playground Equipment & Shades Upgrades - *Tanisha Boynton, Procurement Manager & Hari Karikaran, City Engineer*

Presentation by Mrs. Boynton and Mr. Karikaran stating this project will be the 2nd playground at Fairington Park, which will include the Shade Structure. The city will be using the vendor that was used previously to construct the playground, and utilized the cooperative purchase method to secure this project. The Sourcewell Contract to complete this project is in the amount of \$97,641.60.

Item approved in Consent Agenda.

- d. **For Decision** - Resolution for Vendor Recommendation for Fairington Road Sidewalk Project - *Tanisha Boynton, Procurement Manager and Hari Karikaran, City Engineer*

Presentation by Mrs. Boynton and Mr. Karikaran stating the sidewalk will start on the west side of Fairington Parkway where the existing sidewalk ends and will cover all apartments to bridge. There is also a CDBG grant to construct the sidewalk.

Item approved in Consent Agenda with the preamble being read by the City Clerk.

- e. **For Decision** - Memorandum of Agreement with GDOT for Construction of the Panola Road Bridgescape - *Hari Karikaran, City Engineer*

Presentation by Mr. Karikaran stating the city previously approved the design for the streetscape. This is to source and fund the construction and maintenance of the Bridgescape through a GDOT agreement.

Item approved in Consent Agenda

- f. **For Decision** - Agreement for Mowing & Maintenance with GDOT at Panola Road Bridgescape - *Hari Karikaran, City Engineer*

Presentation by Mr. Karikaran stating council previously approved the agreement to fund the streetscape and this is for mowing and maintenance of the Bridgescape. All maintenance will be covered under this agreement.

Motion – made by Councilmember Terry Fye to approve the Agreement for Mowing & Maintenance with GDOT at Panola Road Bridgescape. Second by Councilmember Tara Graves.

Motion passed unanimously.

- g. **For Decision** - Resolution for Preliminary Plat for SDP 25-003 7199 Hayden Quarry Road (Crestview Pointe) - *Shawanna Qawiy, Division Director Community Development*

Presentation by Director Qawiy stating this is an approval request for Hayden Quarry and Crestwind Pointe. There was a request to phase this project. Phase 1 will consist of 65 units of the 129 units that will be constructed.

The preamble was read by the City Clerk.

Motion – made by Councilmember Tara Graves to approve the Resolution for Preliminary Plat for SDP 25-003 7199 Hayden Quarry Road (Crestview Pointe). Second by Councilmember Alecia Washington.

Motion passed 4-1 with Councilmember T. Fye voting Nay.

- h. **For Decision** - Resolution for Preliminary Plat SDP 25-004 7259 Hayden Quarry Road (Crestwind Township) - *Shawanna Qawiy, Division Director Community Development*

Presentation by Director Qawiy stating this is an additional development for the Hayden Quarry Road project. This request is to construct phase 1 of this project which is 192 townhomes of the 260 units that will be constructed.

The preamble was read by the City Clerk.

Motion – made by Councilmember Tara Graves to approve the Resolution for Preliminary Plat for SDP 25-004 7259 Hayden Quarry Road (Crestwind Township). Second by Councilmember Alecia Washington.

Motion passed 4-1 with Councilmember Terry Fye voting Nay.

- i. **For Decision** - Resolution for Preliminary Plat SDP 25-008 5912 & 6030 Rockland Road - *Shawanna Qawiy, Division Director Community Development*

Presentation by Director Qawiy stating that this plat approval request is for 20 lots. The preamble was read by the City Clerk.

Motion – made by Councilmember Tammy Grimes to approve the Resolution for Preliminary Plat for SDP 25-008 5912 & 6030 Rockland Road. Second by Councilmember Alecia Washington.

Motion passed 3-1 with Councilmember Tara Graves being absent from dias and Terry Fye voting Nay.

- j. **For Decision** – Resolution for SDP 24-004 Major Plat/Lot Division for IDI Logistics Center – *Shawanna Qawiy, Division Director Community Development*

Presentation by Director Qawiy stating this is a lot division of the property with IDI/Swift Creek Logistics. The property will be divided into 3 individual lots. Track 1 will be 96.012 acres. Track 2 will be 35.064 acres. Track 3 will be 56.673 acres. There was review of the background, zoning map, location map and future land use map. The preamble was read by the City Clerk.

Motion – made by Councilmember Tara Graves to approve the Resolution for SDP 24-004 Major Plat/Lot Division for IDI Logistics Center. Second by Councilmember Terry Fye. **Motion passed unanimously.**

XIV. CITY ATTORNEY COMMENTS

No comments

XV. CITY MANAGER UPDATE

No comment

XVI. MAYOR AND COUNCIL COMMENTS

District 1/Tara Graves – Thank everyone, including staff and council for coming out to the last townhall. Looking forward to townhall meetings every quarter as well as Hazardous Waste

Events next year. Thanks to Vaughn Irons for partnering with the city for the Toy Giveaway.

District 2/Terry Fye – It has been a robust and action-packed year for Stonecrest and District 2. Thanks to every person he had the chance to work with this year. We passed a cart ordinance, addressed unhoused and youth outreach. Looking forward to continuing the work.

District 3/Alecia Washington – Wish everyone a Merry Christmas. Jesus is the reason for the season, and I look forward to seeing you in 2026.

District 4/Mayor Pro Tem George Turner – On January 2, 2026, we will have a Special Called Meeting for installation of the newly elected officials, Graves, Washington & Smith at 6pm in the City Chambers. We will later add members to the committees. Public safety is a must. Please put the guns away and don't shoot them as celebration.

District 5/Tammy Grimes – My commitment to D5 will never end. I don't know what the next chapter will be, but it will be even more impactful. I am excited about the next season. School is out tomorrow, please keep our students safe. Thanks to staff from both Browns Mill and City Hall for all have given me during my tenure. Know how much your City Clerk means to your success. I appreciate you and the City Clerk's Office. My Soror Director Qawiy, I am eternally grateful, my Soror Alicia Thompson on the legal team, thank you for being easy but firm. Thank you, George, for your guidance. I am signing off but will never sign out. Thank you Stonecrest for this opportunity.

Mayor Jazzmin Cobble – Thank you Stonecrest for the year we have had. We accomplished a lot and have a lot to look forward to in 2026. Stay engaged as we continue to make this city the best on the planet. Always stay Stonecrest Proud! Thank you to all staff that have made our vision come to life. Thank you to all city business owners for business and support to the city.

XVII. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate, 4) Cyber Security

Motion – made by Councilmember Terry Fye to enter Executive Session for personnel, litigation, real estate and cyber security. Second by Councilmember Tara Graves.

Motion passed unanimously.

Motion – made by Councilmember Tammy Grimes to exit Executive Session and return to regular scheduled meeting. Second by Councilmember Alecia Washington.

Motion passed 4-0 with Councilmember Tara Graves being absent.

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

Motion passed unanimously.

XVIII. ADJOURNMENT

Motion – made by Councilmember Tammy Grimes to adjourn the meeting. Second by Councilmember Alecia Washington.

Motion passed unanimously.

The meeting adjourned at 10:07pm.

Americans with Disabilities Act

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CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for RZ 25-004 2374 Cove Lake Road

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

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

ACTION REQUESTED: DECISION DISCUSSION, 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: Wednesday, January 28, 2026

SUBMITTED BY: Shawanna Qawiy, Division Director Community Development

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: A rezoning and map amendment request from MR-1 Medium Density Residential to MR-2

FACTS: The request is for a rezoning and map amendment of 2374 Cove Lake Road, from MR-1 (Medium Density Residential -1) to MR-2 (Medium Density Residential -2) for a proposed townhome development.

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

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

ATTACHMENTS:

- (1) Attachment 1 - Ordinance
- (2) Attachment 2 - Staff Analysis
- (3) Attachment 3 - Application
- (4) Attachment 4 - Meeting Minutes
- (5) Attachment 5 - Click or tap here to enter text.

STATE OF GEORGIA

CITY OF STONECREST

ORDINANCE NO. ____ - _____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO REZONE PROPERTY LOCATED AT 2374 COVE LAKE ROAD (PARCEL ID 16 072 03 009) FROM MR-1 (MEDIUM DENSITY RESIDENTIAL-1) TO MR- 2 (MEDIUM DENSITY RESIDENTIAL) FOR A PROPOSED 63 TOWNHOME DEVELOPMENT; TO PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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 Mayor and City Council desire to rezone 2374 Cove Lake Road (Parcel ID 16 072 03 009) from MR-1 (MEDIUM DENSITY RESIDENTIAL- 1) TO MR- 2 (MEDIUM DENSITY RESIDENTIAL); and

WHEREAS, pursuant to Sec. Sec. 7.3.5. of the City’s Zoning Code proposed amendments to the official zoning map shall require an application and public hearings before the planning commission and the Mayor and City Council; and

WHEREAS, from time-to-time amendments may be proposed for public necessity, general welfare, or sound zoning practice that justify such action; and

WHEREAS, the Planning and Zoning Department recommends approval of a rezoning for property located at 2374 Cove Lake Road; and

WHEREAS, the matter was heard in the City’s Community Planning Information Meeting pursuant to the provisions of the City’s Zoning Procedures Law; and

WHEREAS, a public hearing and recommendation pursuant to the provisions of the City’s Zoning Procedures Law has been provided by the Planning Commission; and

WHEREAS, a public hearing pursuant to the provisions of Georgia’s Zoning Procedures Law has been properly held by the City Council prior to the adoption of this Ordinance; and

WHEREAS, the health, safety, and welfare of the citizens of the city will be positively impacted by the adoption of this Ordinance.

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

Section 1. That the Zoning Ordinance of the City of Stonecrest be amended, and the official zoning map established in connection therewith be changed so that the following property located at 2374 Cove Lake Road (Parcel ID 16 072 03 009) or as described on the zoning maps and associated site plan attached as Exhibit A from MR-1 (MEDIUM DENSITY RESIDENTIAL-1) TO MR- 2 (MEDIUM DENSITY RESIDENTIAL) District and for other purposes.

Section 2. That the rezoning will be approved with the following conditions.

A. Stormwater & Drainage Mitigation

1. Developer must submit a detailed stormwater management plan reviewed and approved by the City Engineer prior to site development permit approval.

2. Plan must include remediation for existing drainage issues and ensure no increase in post development runoff.
3. Developers must regrade affected areas as necessary to eliminate standing water and mitigate erosion on adjacent properties.

B. Development Standards & Townhome Quality

4. All townhomes must be a minimum of 25 feet wide, in compliance with current MR-1 standards.
5. Building elevations, façade materials, and design must be reviewed and approved by planning staff to ensure architectural quality and compatibility with surrounding homes.
6. A Homeowners Association (HOA) must be established to maintain common areas and enforce architectural standards.

C. Traffic & Emergency Access Improvements

7. A traffic impact study shall be completed and mitigation measures implemented prior to final plat approval.
8. Developer must coordinate with public safety departments to ensure adequate emergency vehicle access.

D. Public Safety Enhancements

9. Developer must contribute to public safety improvements along Covington Highway, such as funding for street lighting, surveillance infrastructure, or traffic calming measures subject to coordination with the City of Stonecrest City Engineer and DeKalb County Police Department.
 10. Developer must coordinate with City of Stonecrest to evaluate the feasibility of installing traffic calming measures near the development entrance
- #### **E. Community Amenities**
11. Developer must include a playground within the common area with a list of amenities instead of a dog park to better serve families.

12. Any proposed amenity area shall include seating, shade, and landscaping.

Construction Management

13. A construction mitigation plan must be submitted, including limits on construction hours, dust control measures, and truck routing to minimize neighborhood disruption.

F. Plat and Permit Requirements

14. No final plat shall be approved until all conditions are satisfied and verified by city staff.

15. All development must comply with applicable MR-2 zoning regulations and building codes in effect at the time of permitting.

Existing Conditions: These are the current conditions that are on the subject property. The only change to these conditions is Condition #14. The applicant requested to change this condition from a dog park to a picnic with play area and staff agree with this request. All other conditions do not/will not change due to the rezoning request.

COMM. _____
ITEM NO. H-13 7.16.07
CLERK'S OFFICE Comm Mag

CONDITIONS OF ZONING
For Applications LP-07-13310 and Z-07- 13309

1. The Property shall be rezoned to RM-100 for a maximum of 63 fee simple townhomes, all of which are to be rear entry via an alley with a paved area to be no more than twelve (12) feet wide and with no curb or gutter.
2. On Cove Lake Road there will be one curb cut for the Subject Property in alignment with Cove Lane, subject to the approval of DeKalb County DOT, and one curb cut for the northern 1.62 acres zoned commercial.
3. The size of the homes shall be a minimum of 1,400 square feet with each home having a single car garage and a driveway in front of the garage being a minimal of 20' foot in length accommodating additional parking.
4. The architectural style of the homes shall be traditional. Materials to be used on exterior facades of all buildings shall include brick, stone, stucco (not EFS type), or fiber-cement siding, or combinations of those materials. No vinyl, aluminum or metallic siding may be used. *All sides of buildings shall include brick or stone.* (C) 7/10/07
5. Structures which are front face to front face, back face to back face, or front face to back face shall be not more than ~~forty~~ *fifty four (54)* feet apart.
6. ~~The Townhomes shall be "for sale" only.~~ *Only ten (10) percent of the townhomes may be rented at any given time*
7. A 50' buffer and building setback shall be provided to the rear property line as shown on the Rezoning Plan. Owner of the Subject Property shall not remove trees from this buffer area unless diseased or necessary to install utility crossings or detention facilities. The utilities shall not cross the buffer area unless another path is not reasonably available. The trees saved in the buffer area shall apply towards the tree preservation requirements under the Tree Protection Ordinance, DeKalb County. (C) 7/10/07
8. Prior to commencing development for the Subject Property, the Owner shall clearly mark all tree save areas as designated on the Rezoning Plan with appropriate temporary fencing and/or other indicators so as to attempt to prevent loss or damage to trees within these areas.
9. Owner shall provide the following planted buffers in accordance with the Rezoning Plan:
 - a. A 10' foot landscape strip between Covington Highway and the brick entry column adjacent to Cove Lake Road.
 - b. Should the right-of-way be altered and/or reduced, all landscape strips shall be moved adjacent to the revised right-of-way.
 - c. The entire frontage adjacent to Cove lake Road (where the proposed Townhomes are to be built) will be landscaped, irrigated, and maintained by the mandatory HOA for the new development. *to help screen cars from view along Cove Lake Rd.* (C) 7/10/07

- c. The entire frontage adjacent to Cove lake Road (where the proposed Townhomes are to be built) will be landscaped, irrigated, and maintained by the mandatory HOA for the new development.
 - d. Within the landscaping strips, the size of the shrubs planted shall be a size that is expected by local landscaping standards to allow for shrubs to reach maturity within three to four years from the date of installation. Trees will be in accordance with a landscaping plan approved by the Dekalb County Arborist.
10. The Applicant agrees to rebuild the brick entry column for Cove Lake if it is damaged or currently built on the Subject Property and needs to be relocated.
 11. A mandatory homeowners association shall be created that will be responsible for the upkeep and maintenance of all front yards and common areas including all fencing, landscaping, amenities and buffers and shall include architectural control oversights for the development.
 12. A Declaration of Covenants shall be recorded and shall contain rules and regulations applicable to the proposed residential community.
 13. The development on the Subject Property shall comply with the recommendations from Dekalb County Public Works Department with respect to location, configuration and methodology of on-site detention and water quality ponds.
 14. *Play area will have gazebo and picnic benches and children's play equipment.* LM
7/11/17

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

(c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of

the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or 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 5. 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 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Stonecrest.

Section 8. 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 _____, 2025.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



REZONING APPLICATION ANALYSIS

Prepared By: Ramona Eversley, Senior Planner

Petition Number: **RZ25-000004**

Applicant: David M. Miles Construction, Inc.
C/O Battle Law, P.C.
Habersham at Northlake, Building J,
Suite 100 Tucker, Georgia 300384

Owner: David Miles Construction, Inc.

Project Location: 2374 Cove Lake Road

District: 2- Councilman Terry Fye

Acreage: +/-6.50 acres

Existing Zoning: O.I- Office Institutional District

Future Land Use: Urban Neighborhood (UN)

Overlay District: N/A

Proposed Development/Request: The applicant is seeking a rezoning and map amendment of +/- 6.5 acres from MR-1 (Medium Density Residential- 1) to MR- 2 (Medium Density Residential) for a proposed 63 townhome development.

CPIM: 8/14/2025

Planning Commission (PC): 9/2/2025

Mayor & City Council: 9/22/2025

Sign Posted/ Legal Ad(s) submitted: 7/28/2025

Staff Recommendations: **APPROVAL w/ Conditions**

PC Recommendation: **TBD**

PROJECT OVERVIEW

Location

The subject property is situated in Stonecrest's Cove Lake/Belmont suburban neighborhood with a parcel identification of 16 072 03 009. The subject property is currently vacant in a heavily wooded area. The property abuts C-1 Districts to the north, RSM to the south and west, and MR-1 (Med Density Residential – 1) to the East.



Background

The City of Stonecrest Zoning Map has the property zoned MR-1 (Med Density Residential – 1). The property is heavily wooded and vacant. The applicant's survey indicates that there is no wetland area on the property. The applicant is requesting to rezone Tax Parcels 16 072 03 009 (2374 Cove Lake Road) from MR-1 (Medium Density Residential – 1) to MR- 2 (Med Density Residential- 2).



Adjacent and Surrounding Properties	Zoning (Petition Number)	Land Use
Applicant	MR-1 (Med Density Residential)	Vacant Land
Adjacent: North	C-1 (Local Commercial)	Vacant Land
Adjacent: West	RSM (Small Lot Residential Mix)	Single Family Residential
Adjacent: East	MR-1 (Med Density Residential)	Southwest Athletic Complex
Adjacent: South	RSM (Small Lot Residential Mix)	Single Family Residential

DIVISION 14. - MR-2 (MEDIUM DENSITY RESIDENTIAL-2) DISTRICT

Sec. 2.14.1. - Statement of purpose and intent.

The purpose and intent of the City Council in establishing the MR-2 (Medium Density Residential-2) District is as follows:

- A. To encourage primarily For Sale or For Rent residential, planned developments that allow accessory retail, office, institutional, and civic uses;
- B. To provide for residential neighborhoods with a mix of single-family and multifamily housing types that maintain harmony of scale, intensity, and design with surrounding development;
- C. To provide for connectivity of streets and communities and reduce the dependence on automobile use by increasing the ease of and opportunity for alternative modes of travel;
- D. To implement the future development map of the city's comprehensive plan.
- E. To provide districts that allow appropriate development transitions.

Public Participation

Property owners within 1,000 feet of the subject property were mailed notices of the proposed rezoning in July 2025. There was a Community Planning Information Meeting (CPIM) held on August 14th, at 6:00 p.m. at city hall. There were six attendees who voiced several concerns regarding the development. Residents expressed concerns about:

Stormwater & Drainage: The underground detention pond has created significant issues, including water retention, flooding, and standing water after rain. Previous grading created sloping yards and erosion, leaving



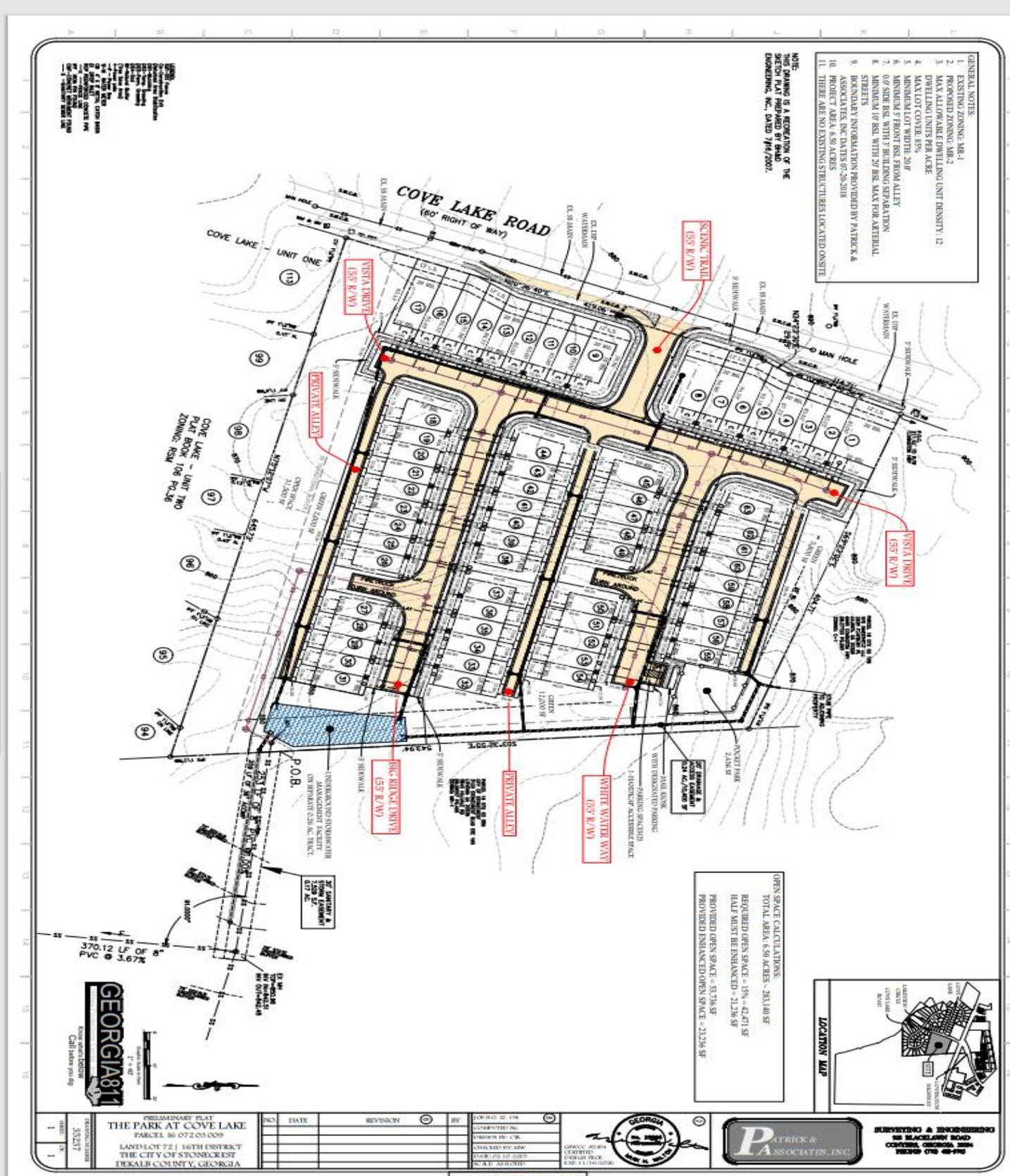
homeowners with long- term drainage problems. Residents were initially told the detention pond was a lake; once drained, it left behind persistent flooding and erosion issues.

Development Standards: In 2007, the previous developer proposed 20-foot-wide townhomes, though MR-1 zoning requires a minimum of 25 feet. The community strongly desires quality townhomes that comply with or exceed zoning requirements.

Traffic & Safety: Residents are concerned about dangerous intersections, frequent accidents, and limited access with only one way in and one way out. An additional access point, particularly at Cove Lake Road, is needed for traffic relief and emergency response. Increase police presence on Covington Highway is requested due to safety concerns and recent break-ins.

Community Amenities: The community would prefer a playground over a dog park to better serve families. They also request revisiting the previously approved 2007 plan for a storage facility.

Rezoning Plan



Building Elevations



Site Photos



RZ25-00004

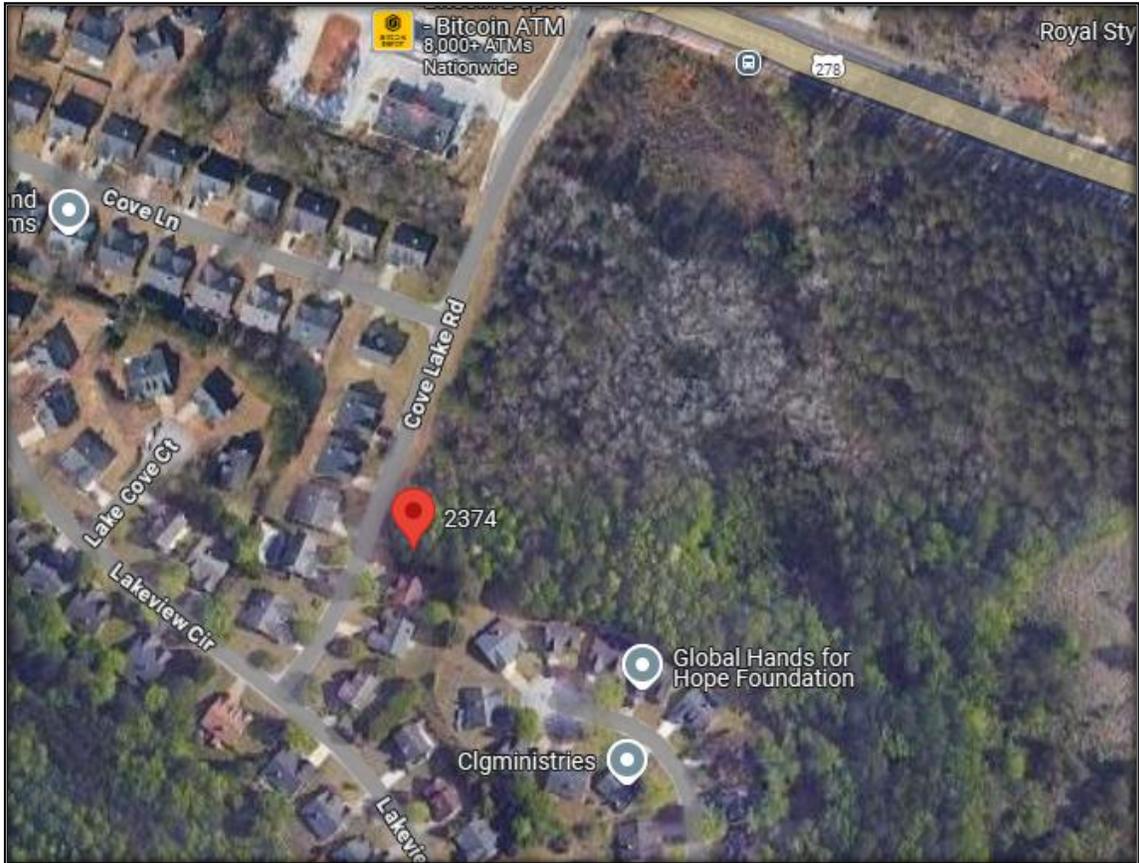
ADDRESS: 2374 COVE LAKE ROAD

CURRENT ZONING: MR-1 (Med Density Residential) District

OVERLAY DISTRICT: N/A

FUTURE LAND USE: Urban Neighborhood

Aerial Map



Zoning Map



Legend

-  MR-1 - Med Density Residential
-  RSM - Small Lot Residential Mix
-  C-1 - Local Commercial

Future Land Use Map



Legend

-  Urban Neighborhood
-  Suburban
-  Conservation/OpenSpace



Item VIII. b.

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STANDARDS OF ZONING MODIFICATION 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.

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

Yes, the Subject Property has a future land use designation of “Urban Neighborhood”. The MR-2 designation for this property is fully consistent with the City’s vision for Urban Neighborhoods, offering medium-density, mixed-residential development that supports walkability and a range of housing choices. Urban Neighborhood allows for up to twelve (12) dwelling units per acre without density bonuses. The zoning proposal calls for sixty-three (63) dwelling units on six and a half (6.5) acres which results in a density of 9.69 dwelling units per acre. It reflects the policy intent and land-use framework established in the 2038 Comprehensive Plan.

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

The proposed rezoning from MR-1 to MR-2 is suitable and compatible with the existing and surrounding property uses. MR-2 serves as a transitional buffer from existing single-family RSM areas, helping to integrate land-use changes smoothly across the neighborhood. On July 10, 2007, the DeKalb County Board of Commissioners approved CZ-07-13309 regarding the subject property for the development of up to 63 fee simple townhomes.

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

The property already has an approved townhome development under the current MR-1 zoning, indicating it has a reasonable economic use as it stands. However, the applicant is seeking rezoning to MR-2 primarily to reduce building size requirements, rather than to establish economic viability. While MR-2 would allow a higher unit yield (~63 units versus 40 units), the requested change is more about increasing design flexibility and optimizing site layout, rather than addressing a lack of economic use. This request remains consistent with the property’s Urban Neighborhood future land use designation.

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

While the proposed MR-2 zoning is generally compatible with adjacent and nearby residential uses, increased density may contribute to traffic impacts in the area particularly given existing challenges accessing Covington Highway, as reported by residents. To minimize potential adverse effects on the use and usability of surrounding properties, it is critical that the site design incorporates appropriate buffers, traffic mitigation measures, safety of pedestrian and vehicular



connections that respect the character and capacity of the existing neighborhood.

5. 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.

Current and evolving conditions in The City of Stonecrest favor approval of the MR-2 rezoning:

- Infrastructure improvements create readiness for increased residential density.
- Transit planning supports more compact, pedestrian-oriented development.
- Demographic and development trends confirm housing demand consistent with MR-2.
- Community opposition to industrial rezoning underscores a preference for residential alignment.
- The DeKalb County Board of Commissioners approved CZ-07-13309 regarding the Subject Property for the development of up to 63 fee simple townhomes.

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

There is no evidence of historic properties, districts, or archaeological resources in or adjacent to the 2374 Cove Lake Rd site. As such, the proposed rezoning to MR-2 would not adversely affect historic or archaeological resources. No preservation mitigation measures are required based on available information.

7. 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.

Although the rezoning to MR-2 will result in increased demand across transportation, utilities, and schools, there is **no indication of an excessive or burdensome impact**:

- **Transportation:** Local roads are being improved, and the scale of additional traffic is moderate.
- **Utilities:** Providers are upgrading service capacity proactively.
- **Schools:** Incremental enrollment is small in scale and within existing public school capacity ranges.

A **traffic impact study** and coordination with DeKalb County Schools would provide a more definitive assessment but are not triggering concerns based on current city and district planning.

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

There is **no evidence** that the rezoning proposal would negatively impact environmental or natural resources.



STAFF RECOMMENDATION

Staff is recommending APPROVAL with the following conditions:

A. Stormwater & Drainage Mitigation

1. Developer must submit a detailed **stormwater management plan** reviewed and approved by the City Engineer prior to site development permit approval.
2. Plan must include remediation for existing drainage issues and ensure no **increase in post-development runoff**.
3. Developers must **regrade affected areas** as necessary to eliminate standing water and mitigate erosion on adjacent properties.

B. Development Standards & Townhome Quality

4. All townhomes must be a **minimum of 25 feet wide**, in compliance with current MR-1 standards.
5. Building elevations, façade materials, and design must be **reviewed and approved by planning staff** to ensure architectural quality and compatibility with surrounding homes.
6. A **Homeowners Association (HOA)** must be established to maintain common areas and enforce architectural standards.

C. Traffic & Emergency Access Improvements

7. A **traffic impact study** shall be completed and mitigation measures implemented prior to final plat approval.
8. Developer must coordinate with public safety departments to ensure adequate **emergency vehicle access**.

D. Public Safety Enhancements

9. Developer must contribute to public safety improvements along Covington Highway, such as funding for street lighting, surveillance infrastructure, or traffic calming measures subject to coordination with the City of Stonecrest City Engineer and DeKalb County Police Department.
10. Developer must coordinate with City of Stonecrest to evaluate the feasibility of installing **traffic-calming measures** near the development entrance

E. Community Amenities

11. Developer must include a **playground** within the common area with a list of amenities instead of a dog park to better serve families.
12. Any proposed amenity area shall include seating, shade, and landscaping.

Construction Management

13. A **construction mitigation plan** must be submitted, including limits on construction hours, dust control measures, and truck routing to minimize neighborhood disruption.



F. Plat and Permit Requirements

- 14. No final plat shall be approved until all conditions are satisfied and verified by city staff.
- 15. All development must comply with applicable MR-2 zoning regulations and building codes in effect at the time of permitting.

Existing Conditions: These are the current conditions that are on the subject property. The only change to these conditions is Condition #14. The applicant requested to change this condition from a dog park to a picnic with play area and staff agree with this request. All other conditions do not/will not change due to the rezoning request.

COMM. _____
 ITEM NO. H-13 7/10/07
 CLERK'S OFFICE Comm Mag

CONDITIONS OF ZONING
 For Applications LP-07-13310 and Z-07- 13309

1. The Property shall be rezoned to RM-100 for a maximum of 63 fee simple townhomes, all of which are to be rear entry via an alley with a paved area to be no more than twelve (12) feet wide and with no curb or gutter.
2. On Cove Lake Road there will be one curb cut for the Subject Property in alignment with Cove Lane, subject to the approval of DeKalb County DOT, and one curb cut for the northern 1.62 acres zoned commercial.
3. The size of the homes shall be a minimum of 1,400 square feet with each home having a single car garage and a driveway in front of the garage being a minimal of 20' foot in length accommodating additional parking.
4. The architectural style of the homes shall be traditional. Materials to be used on exterior facades of all buildings shall include brick, stone, stucco (not EFS type), or fiber-cement siding, or combinations of those materials. No vinyl, aluminum or metallic siding may be used. *All sides of buildings shall include brick or stone.*
5. Structures which are front face to front face, back face to back face, or front face to back face shall be not more than ~~forty four~~ *fifty four (54)* feet apart.
6. *The Townhomes shall be "for sale" only. Only ten (10) percent of the townhomes may be rented at any given time.*
7. A 50' buffer and building setback shall be provided to the rear property line as shown on the Rezoning Plan. Owner of the Subject Property shall not remove trees from this buffer area unless diseased or necessary to install utility crossings or detention facilities. The utilities shall not cross the buffer area unless another path is not reasonably available. The trees saved in the buffer area shall apply towards the tree preservation requirements under the Tree Protection Ordinance, DeKalb County.
8. Prior to commencing development for the Subject Property, the Owner shall clearly mark all tree save areas as designated on the Rezoning Plan with appropriate temporary fencing and/or other indicators so as to attempt to prevent loss or damage to trees within these areas.
9. Owner shall provide the following planted buffers in accordance with the Rezoning Plan:
 - a. A 10' foot landscape strip between Covington Highway and the brick entry column adjacent to Cove Lake Road.
 - b. Should the right-of-way be altered and/or reduced, all landscape strips shall be moved adjacent to the revised right-of-way.
 - c. The entire frontage adjacent to Cove lake Road (where the proposed Townhomes are to be built) will be landscaped, irrigated, and maintained by the mandatory HOA for the new development. *to help screen cars from view along Cove Lake Rd.*

(LWS) 7/10/07

(LWS) 7/10/07

(LWS) 7/10/07



- c. The entire frontage adjacent to Cove lake Road (where the proposed Townhomes are to be built) will be landscaped, irrigated, and maintained by the mandatory HOA for the new development.
 - d. Within the landscaping strips, the size of the shrubs planted shall be a size that is expected by local landscaping standards to allow for shrubs to reach maturity within three to four years from the date of installation. Trees will be in accordance with a landscaping plan approved by the Dekalb County Arborist.
-
- 10. The Applicant agrees to rebuild the brick entry column for Cove Lake if it is damaged or currently built on the Subject Property and needs to be relocated.
 - 11. A mandatory homeowners association shall be created that will be responsible for the upkeep and maintenance of all front yards and common areas including all fencing, landscaping, amenities and buffers and shall include architectural control oversights for the development.
 - 12. A Declaration of Covenants shall be recorded and shall contain rules and regulations applicable to the proposed residential community.
 - 13. The development on the Subject Property shall comply with the recommendations from Dekalb County Public Works Department with respect to location, configuration and methodology of on-site detention and water quality ponds.
 - 14. *Play area will have gazelso and picnic benches and children's play equipment.*

*(LW)
7/16/17*



Item VIII. b.

PLANNING COMMISSION (PC) RECOMMENDATION – September 2, 2025.



CITY OF STONECREST, GEORGIA

Community Planning Information Meeting (CPIM)

November 13, 2025, at 6:00 P.M.

Planning-zoning@stonecrestga.gov

***IN-PERSON MEETING**

[Stonecrest's YouTube Broadcast Link](#)

Citizens wishing to actively 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, and position on the agenda item you are commenting on (for or against) via email to Planning-zoning@stonecrestga.gov by 2 p.m. the day before the meeting to be read into the record at the meeting.

- I. **CALL TO ORDER AND INTRODUCTIONS:** Planning and Zoning Staff – Ramona Eversley
- II. **REVIEW OF THE PURPOSE AND INTENT OF THE COMMUNITY PLANNING INFORMATION MEETING AND RULES OF CONDUCT**– Ramona Eversley
- III. **Item(s) of Discussion:**

PETITION: RZ25-004
PETITIONER: David M. Miles Construction, Inc.
LOCATION: 2374 Cove Lake Road
PETITIONER’S REQUEST: The request is for a rezoning and map amendment of the parcel from MR-1 (Medium Density Residential -1) to MR-2 (Medium Density Residential -2) for a proposed townhome development.

Michele Battle of Battle Law P.C. spoke. She stated that in 2007, the property was zoned to RM-100 under DeKalb County, which is known as MR-1 under the City of Stonecrest jurisdiction. The MR-1 zoning district minimum allowed width is 5 feet less than what was permitted under RM-100, which impacts their proposed density. They have met with the Cove Lake community as well as the DeKalb County Fire Marshal’s office to adjust their plans. They are proposing to develop 63 units.

Citizens were given the chance to comment.

Faye Cofield, a resident, came up to ask if the units would be on individual water meters.

Michele Battle answered that the units will be on individual meters.

PETITION: SDP24-004
PETITIONER: Breogan Fondevila of VHB
LOCATION: 6750 Stonecrest Industrial Way
PETITIONER’S REQUEST: The petitioner is seeking approval for a preliminary plat for a proposed Logistics Center.

Nick Favor with VHB spoke. He stated that the request is to divide the parcel into three separate parcels.

Citizens were given the chance to comment.

Kim James, a resident of unincorporated DeKalb County, questioned how far the development is from her home. She stated her concerns are for children in the area.

Nick Favor with VHB stated that the parcel was rezoned two years ago for the logistics center.

Ellis Woodhall, a resident of unincorporated DeKalb County, stated his curiosity about the project.

Faye Cofield, a resident, stated her concerns for the residents who live in the area.

Renee Kale, a resident, asked about the number of diesel trucks that will service the facility and the types of items that will be housed.



CITY OF STONECREST, GEORGIA

Nick Favor with VHB stated that the use is unique to the users who are there.

He also stated that the property is bordered by creeks, power lines, railroads, and two industrial buildings.

Montoya Turner, a resident, stated that this was his first time hearing about the project. He wanted to know more about the use, the number of trucks that will be on the property, etc.

Nia Harper, a resident, stated her concern about not knowing the specific businesses that will be operating in the facility and wanted to know if another environmental impact study, as well as additional studies, could be conducted.

Nick Favor with VHB stated that the studies required have been conducted. The City of Buford was used as an example of how their proposed project can be integrated into a current setting.

Kathy Randy, a resident, asked about the buffer and how the project will affect her property values.

Nick Favor stated that their project exceeds the buffer requirements.

Fellisha Blair, Stonecrest Planner, read the buffer requirements established by the conditions placed by DeKalb County.

PETITION:	SLUP25-006
PETITIONER:	Maiysha Rashad
LOCATION:	5940 Fairington Road
PETITIONER'S REQUEST:	The request is for a Special Land Use Permit (SLUP) to operate their (alcohol) package store.

Hakim Hilliard, representative of the applicant, spoke. He stated that there are other commercial businesses in the plaza, and that it was a previous package store. The owners will not have devices that may encourage loitering, they will have security measures in place, and will have strict operating standards. He also stated that the interior layout will differ from the previously operated business.

Citizens were given the chance to comment.

Faye Cofield, a resident, spoke. He stated that she is very familiar with the location and the previous owner through her security company. She mentioned how strict the previous owner was about loitering and asked if they would be the same. She also asked about the nearby restaurant.

Hakim Hillard stated that the proposed owner will also be strict about loitering and that the nearby restaurant is under a different tenant.

Glinda Jordan, a resident, stated her disapproval of the opening of another package store in the city.

Hakim Hillard stated his understanding of their concerns and that there was a previous package store in that location.

Faye Cofield, a resident, asked if the applicant had other businesses in the city.

Hakim Hillard stated that they do not.

PETITION:	V25-014
PETITIONER:	Joy Grier
LOCATION:	6900 Rockland Road
PETITIONER'S REQUEST:	The request is for a variance from <i>Sec. 5.4.7 - Walls, fences, and retaining walls</i> to install an eight-foot fence on the property.

Joy Grier, the applicant, spoke. She stated that there is an old county road in front of her property, which has led to a security issue due to many people traveling along it. There has also been an incident where a car drove into the ditch in front of her property. She currently has a four-foot fence.

Citizens were given the chance to comment.

Glinda Jordan, a resident, asked about the acreage of the parcel and if there were any neighbors nearby.

Joy Grier, the applicant, responded that the property is six acres, which created a distance from other surrounding parcels.



CITY OF STONECREST, GEORGIA

PETITION: V25-015
PETITIONER: The City of Stonecrest
LOCATION: 5106 Klondike Road
PETITIONER’S REQUEST: The request is for a stream buffer variance for the Everett Park Kayak Launch project.

Ali Iftikhar with CERM spoke. He stated that the purpose is to provide recreational access to the South River by constructing a Kayak launch and adequate parking space. Field investigations, such as a wetland delineation, a field survey, and geotechnical exploration, have been conducted for the request to encroach into the 75-foot buffer.

No comments were given by the citizens.

PETITION: RZ25-006
PETITIONER: Ramata Sissoko Cisse
LOCATION: 7511 Covington Highway
PETITIONER’S REQUEST: The request is for a rezoning and map amendment of the parcel from R-75 (Residential Medium Lot - 75) to C-1 (Local Commercial) for a proposed hair salon and boutique.

PETITION: RZ25-007
PETITIONER: Ramata Sissoko Cisse
LOCATION: 6760 Chupp Road
PETITIONER’S REQUEST: The request is for a rezoning and map amendment of the parcel from R-75 (Residential Medium Lot - 75) to C-1 (Local Commercial) for a proposed hair salon and boutique.

Cases RZ25-006 and RZ25-007 have been deferred to the next scheduled CPIM. She was given a chance to briefly speak on her petition.

Ramata Sissoko Cisse stated that she opened the first African Hair Braiding salon in DeKalb County. Many of her customers are interested in the African culture, which inspired her to open an African Center on the property if approved.

IV. ADJOURNMENT

The meeting adjourned at 7:27 pm.

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.

APPROVED: Ellis Still 11/24/2025
 DIRECTOR, PLANNING & ZONING DATE

ATTEST:
 SECRETARY DATE



CITY OF STONECREST, GEORGIA



CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for RZ 25-006 7511 Covington Highway

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: Wednesday, January 28, 2026

SUBMITTED BY: Shawanna Qawiy, Division Director Community Development

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: The applicant is seeking a rezoning and map amendment.

FACTS: The request is for a rezoning and map amendment of 7511 Covington Highway, from R-75 to C-1 for a proposed hair salon and boutique.

OPTIONS: Approve, Deny, Defer Approve

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

ATTACHMENTS:

- (1) Attachment 1 - Staff Analysis/Application
- (2) Attachment 2 - CPIM Meeting Minutes
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

STATE OF GEORGIA

CITY OF STONECREST

ORDINANCE NO. ____ - _____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO REZONE PROPERTY LOCATED AT 7511 COVINGTON HWY (PARCEL ID 16 137 03 010) FROM R-75 (RESIDENTIAL MEDIUM LOT) TO C-1 (LOCAL COMMERCIAL) TO ALLOW FOR THE EXPANSION OF AN EXISTING HAIR BRAIDING SALON AND BOUTIQUE; TO PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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 Mayor and City Council desire to rezone (PARCEL ID 16 137 03 010) from R-75 (RESIDENTIAL MEDIUM LOT) TO C-1 (LOCAL COMMERCIAL); and

WHEREAS, pursuant to Sec. Sec. 7.3.5. of the City’s Zoning Code proposed amendments to the official zoning map shall require an application and public hearings before the planning commission and the Mayor and City Council; and

WHEREAS, from time-to-time amendments may be proposed for public necessity, general welfare, or sound zoning practice that justify such action; and

WHEREAS, the Planning and Zoning Department recommends approval of a rezoning for property located at 7511 Covington Hwy; and

WHEREAS, the matter was heard in the City’s Community Planning Information Meeting pursuant to the provisions of the City’s Zoning Procedures Law; and

WHEREAS, a public hearing and recommendation pursuant to the provisions of the City’s Zoning Procedures Law has been provided by the Planning Commission; and

WHEREAS, a public hearing pursuant to the provisions of Georgia’s Zoning Procedures Law has been properly held by the City Council prior to the adoption of this Ordinance; and

WHEREAS, the health, safety, and welfare of the citizens of the city will be positively impacted by the adoption of this Ordinance.

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

Section 1. That the Zoning Ordinance of the City of Stonecrest be amended, and the official zoning map established in connection therewith be changed so that the following property located at 7511 Covington Hwy (PARCEL ID 16 137 03 010) or as described on the zoning maps and associated site plan attached as Exhibit A from R-75 (RESIDENTIAL MEDIUM LOT) TO C-1 (LOCAL COMMERCIAL) and for other purposes.

Section 2. That the rezoning will be approved with the following conditions.

1. Use Limitation: The property shall be used only for a hair braiding salon and related personal care services. Any change in use shall require separate reviews and approval by the Planning Department.
2. Hours of Operation: Hours of operation shall be limited to Tuesday – Saturday (9am-6pm)

3. **Parking and Access:** Access to the parcel shall come from the access for 7505 Covington Highway. A site plan showing all required off-street parking must be provided to serve clients and staff. The site plan must address storm-water management requirements.
4. **Signage and Exterior Modifications:** Any new signage or exterior modifications to the building or property shall comply with city codes and require approval from the Planning and Zoning Department.
5. **Compliance with Codes:** The applicant shall upgrade as necessary all applicable health, safety, building, and fire codes.
6. **Lot Combination Plat:** The applicant must submit a lot combination plat within 90 days of approval of the application requesting the following three (3) lots are combined. 7505 & 7511 Covington Highway and 6760 Chupp Road.

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

(c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or 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 5. 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 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Stonecrest.

Section 8. 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 _____, 2026.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



REZONING APPLICATION ANALYSIS

Prepared By: Ramona Eversley, Senior Planner

Petition Number: **RZ25-000006**

Applicant: Ramata Sissoko Cisse
1440 Hebron Church Road
Statham, GA 30666

Owner: Cisse Ramata Sissoko

Project Location: 7511 Covington Hwy

District: 1- Councilwoman Tara Graves

Acreage: +/-0.29 acres

Existing Zoning: R-75 (Residential Med Lot)

Future Land Use: Urban Neighborhood (UN)

Overlay District: N/A

Proposed Development/Request: The applicant is requesting the rezoning and map amendment of approximately ±0.29 acres from R-75 (Residential Medium Lot) to C-1 (Local Commercial) to allow for the expansion of an existing hair braiding salon and boutique. The request includes a retail component for the sale of authentic African arts and crafts, as well as office space dedicated to providing business consulting services for individuals interested in traveling to or conducting business in Africa.

CPIM: 12/11/2025

Planning Commission (PC): 1/06/2026

Mayor & City Council: 1/26/2026

Sign Posted/ Legal Ad(s) submitted: 10/19/2025

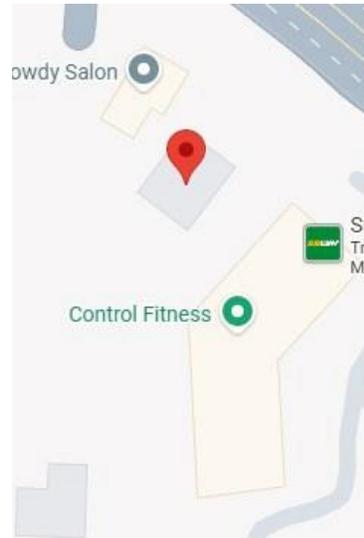
Staff Recommendation(s): **APPROVAL w/ Conditions**

PC Recommendation(s): **APPROVAL with Staff conditions with an additional condition.**

PROJECT OVERVIEW

Location

The subject property is located at 7511 Covington Hwy in Stonecrest, GA. (Parcel Number [16 137 03 010](#)). The site is situated along Covington Highway, a major arterial corridor that supports a range of commercial and mixed-use activities and serves as an important transportation route within the eastern portion of the city. The surrounding area contains a mix of commercial, institutional, and residential uses, consistent with development patterns along the corridor.



Background

The City of Stonecrest Zoning Map has the property zoned R-75 (Residential Medium Lot). The property is currently developed with a single-family structure. The applicant's survey indicates that there is no wetland area on the property. The applicant is requesting to rezone Tax Parcel [16 137 03 010](#) (7511 Covington Hwy) from R-75 (Residential Medium Lot-75) to C-1 (Local Commercial).



Adjacent and Surrounding Properties	Zoning (Petition Number)	Land Use
Applicant	R-75 (Residential Med Lot)	Single Family Structure
Adjacent: North	R-75 (Residential Med Lot)	Single Family Home
Adjacent: West	C-1 (Local Commercial)	Single Family Residential (Afromania Braiding Salon)
Adjacent: East	C-1 (Local Commercial)	Retail Center
Adjacent: South	R-75 (Residential Med Lot)	Single Family Residential

DIVISION 26. - C-1 (LOCAL COMMERCIAL) DISTRICT

Sec. 2.26.1. - Statement of purpose and intent.

The purpose and intent of the City Council in establishing the C-1 (Local Commercial) District is as follows:

- A. To provide convenient local retail shopping and service areas within the city for all residents;
- B. To provide for quality control in development through materials and building placement;
- C. To ensure that the uses authorized within the C-1 (Local Commercial) District are those uses which are designed to serve the convenience shopping and service needs of groups of neighborhoods;
- D. To implement the future development map of the city's comprehensive plan.

Public Participation

Property owners within 1,000 feet of the subject property were mailed notices of the proposed rezoning in July 2025. There was a Community Planning Information Meeting (CPIM) held on December 11, 2025, at City Hall. No comments were received in support of or in opposition to the proposed rezoning of the property at 7511 Covington Highway.

Site Photos



Side



Rear



Front

RZ25-00006

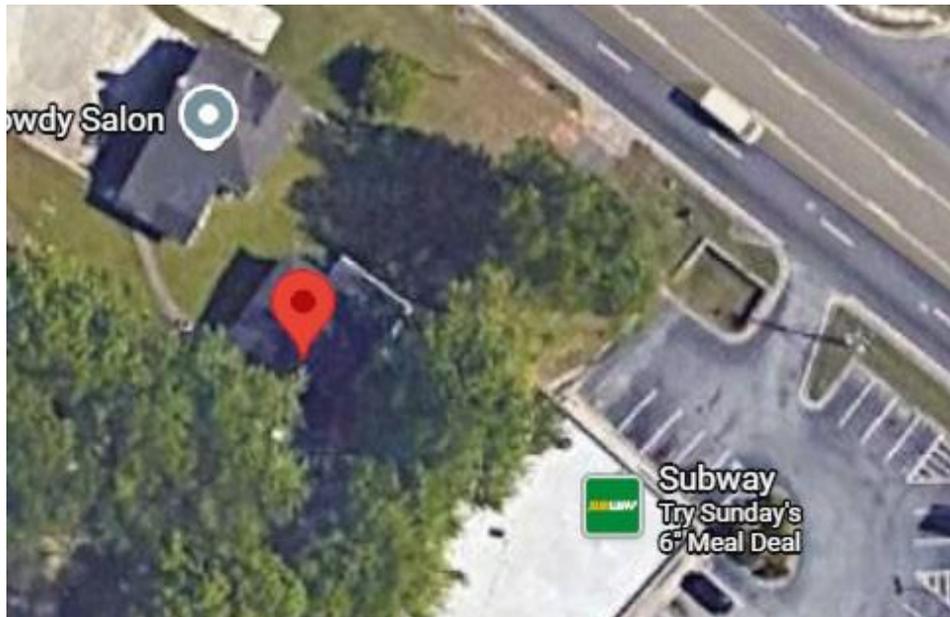
ADDRESS: 7511 Covington Hwy

CURRENT ZONING: R-75 (Residential Med Lot)

OVERLAY DISTRICT: N/A

FUTURE LAND USE: Urban Neighborhood

Aerial Map



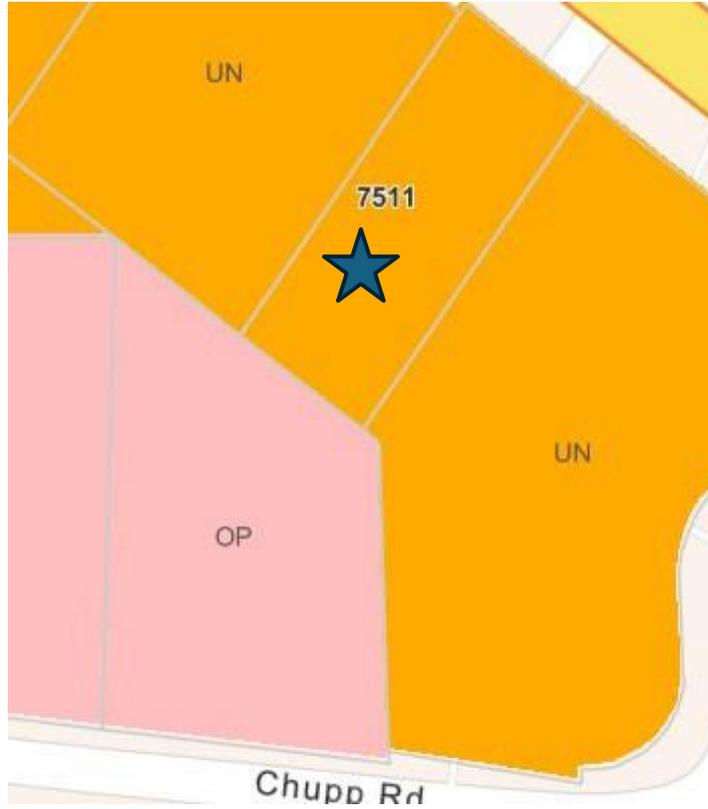
Zoning Map



Legend

-  C-1 - Local Commercial
-  R-75 - Residential Med Lot

Future Land Use Map



Legend

-  Urban Neighborhood
-  Office Professional



Item VIII. d.

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STANDARDS OF ZONING MODIFICATION 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.

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

The zoning proposal is in general conformity with the policy and intent of the Comprehensive Plan. The requested C-1 Commercial zoning supports the plan’s goals of encouraging neighborhood-serving commercial uses, promoting small business development, and providing services that meet community needs, provided that the development includes appropriate buffers, landscaping, and design measures to maintain compatibility with adjacent commercial areas.

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

The zoning proposal will permit a use suitable for the expansion of the hair braiding salon in view of the use and development of adjacent and nearby properties. The proposed C-1 Commercial zoning allows a small-scale, neighborhood-oriented business that is compatible with surrounding residential and commercial properties, provided required buffers, landscaping, and parking standards are maintained to minimize impacts on neighboring properties.

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

The property has a reasonable economic use as currently zoned (R-75 Residential), as it can continue to be used for single-family residential purposes. However, the proposed rezoning to C-1 Commercial would allow the expansion of the existing hair braiding salon, providing greater economic opportunity and better supporting small business growth in the community.

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

The zoning proposal is not expected to adversely affect the existing use or usability of adjacent or nearby properties. The proposed C-1 Commercial use is small-scale and neighborhood-oriented, and with proper buffers, screening, and adherence to parking and operational standards, it can coexist compatibly with surrounding residential and commercial properties.

5. 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 that provide supporting grounds for approval of the zoning proposal.



The subject property is an African braiding salon, demonstrating an established commercial use within a predominantly residential area. Additionally, the community has a growing demand for neighborhood-serving small businesses, and the surrounding area includes other commercial and mixed-use properties along Covington Hwy. These factors support the rezoning to C-1 Commercial to allow the salon’s expansion while maintaining compatibility with adjacent properties through proper buffering and site design.

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

The zoning proposal is not expected to adversely affect historic buildings, sites, districts, or archaeological resources. There are no known historic structures or designated archaeological resources on the property or immediately adjacent to it, and the proposed use involves the expansion of an existing commercial facility without significant alteration to any historically significant features.

7. 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 proposal is not expected to cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The expansion of the hair braiding salon is a low-impact, neighborhood-oriented commercial use with modest traffic generation, limited utility demand, and no direct impact on school enrollment. Adequate access and parking will be provided in accordance with city standards to minimize any potential impacts on surrounding infrastructure.

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

The zoning proposal is not expected to adversely impact the environment or surrounding natural resources. The property is already developed, and the proposed expansion of the hair braiding salon involves minimal changes to the site, with no anticipated effects on water quality, vegetation, wetlands, or other sensitive natural resources. Proper site planning, landscaping, and stormwater management will ensure environmental impacts are minimized.



STAFF RECOMMENDATION

Staff is recommending APPROVAL of the rezoning request from **R-75 (Residential)** to **C-1 Commercial** to allow the expansion of the existing African braiding salon, subject to the following conditions:

Conditions of Approval:

1. **Use Limitation:** The property shall be used only for a hair braiding salon and related personal care services. Any change in use shall require separate reviews and approval by the Planning Department.
2. **Hours of Operation:** Hours of operation shall be limited to Tuesday – Saturday (9am-6pm)
3. **Parking and Access:** Access to the parcel shall come from the access for 7505 Covington Highway. A site plan showing all required off-street parking must be provided to serve clients and staff. The site plan must address storm-water management requirements.
4. **Signage and Exterior Modifications:** Any new signage or exterior modifications to the building or property shall comply with city codes and require approval from the Planning and Zoning Department.
5. **Compliance with Codes:** The applicant shall upgrade as necessary all applicable health, safety, building, and fire codes.
6. **Lot Combination Plat:** The applicant must submit a lot combination plat within 90 days of approval of the application requesting the following three (3) lots are combined. 7505 & 7511 Covington Highway and 6760 Chupp Road.



PLANNING COMMISSION (PC) RECOMMENDATION – January 6, 2026.
APPROVAL WITH STAFF RECOMMENDATIONS

Staff is recommending APPROVAL of the rezoning request from **R-75 (Residential)** to **C-1 Commercial** to allow the expansion of the existing African braiding salon, subject to the following conditions:

Conditions of Approval:

1. **Use Limitation:** The property shall be used only for a hair braiding salon and related personal care services. Any change in use shall require separate reviews and approval by the Planning Department.
2. **Hours of Operation:** Hours of operation shall be limited to Tuesday – Saturday (9am-6pm)
3. **Parking and Access:** Access to the parcel shall come from the access for 7505 Covington Highway. A site plan showing all required off-street parking must be provided to serve clients and staff. The site plan must address storm-water management requirements.
4. **Signage and Exterior Modifications:** Any new signage or exterior modifications to the building or property shall comply with city codes and require approval from the Planning and Zoning Department.
5. **Compliance with Codes:** The applicant shall upgrade as necessary all applicable health, safety, building, and fire codes.
6. **Lot Combination Plat:** The applicant must submit a lot combination plat within 90 days of approval of the application requesting the following three (3) lots are combined. 7505 & 7511 Covington Highway and 6760 Chupp Road.



CITY OF STONECREST, GEORGIA

Community Planning Information Meeting (CPIM)

Summary Minutes

December 11, 2025, at 6:00 P.M.

Planning-zoning@stonecrestga.gov

***IN-PERSON MEETING**

[Stonecrest's YouTube Broadcast Link](#)

Citizens wishing to actively 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, and position on the agenda item you are commenting on (for or against) via email to Planning-zoning@stonecrestga.gov by 2 p.m. the day before the meeting to be read into the record at the meeting.

- I. **CALL TO ORDER AND INTRODUCTIONS:** Planning and Zoning Staff – Fellisha Blair
- II. **REVIEW OF THE PURPOSE AND INTENT OF THE COMMUNITY PLANNING INFORMATION MEETING AND RULES OF CONDUCT:** Planning and Zoning Staff – Fellisha Blair
- III. **Item(s) of Discussion:**

PETITION: **RZ25-006**
PETITIONER: Ramata Sissoko Cisse
LOCATION: 7511 Covington Highway
PETITIONER’S REQUEST: The request is for a rezoning and map amendment of the parcel from R-75 (Residential Medium Lot - 75) to C-1 (Local Commercial) for a proposed hair salon and boutique.

PETITION: **RZ25-007**
PETITIONER: Ramata Sissoko Cisse
LOCATION: 6760 Chupp Road
PETITIONER’S REQUEST: The request is for a rezoning and map amendment of the parcel from R-75 (Residential Medium Lot - 75) to C-1 (Local Commercial) for a proposed hair salon and boutique.

Ramata Sissoko Cisse, the applicant, came up to speak. Ms. Cisse stated that her African Hair Braiding salon opened in 1993 and was the first in DeKalb County. She travels a lot to promote African culture in the USA, which she described as a moral responsibility. The rezoning will allow full commercial operation. The building at 7511 Covington Highway will be used for the expansion of her current business, and the building at 6760 Chupp Road will be used for office use to ensure minimal neighborhood impact. Ms. Cisse also mentioned other services that she would like to offer as well including travel assistance, helping young adults with their resumes, etc.

Charles Nation, a resident, came up to make a comment. He stated that the area was abandoned and abused by the county. He stated that there are many who do not adhere to the speed limit in the area, which has led to accidents on Chupp Road. Mr. Nation compared the noise on the road to the streets of New York City.

There was no one else to comment.

PETITION: **RZ25-013**
PETITIONER: Darrell Johnson of JDM Consultants, LLC
LOCATION: 3309 Panola Road
PETITIONER’S REQUEST: The request is for a rezoning and map amendment of the parcel from R-100 (Residential Medium Lot - 100) to RSM (Small Lot Residential Mix) for a proposed residential development.



CITY OF STONECREST, GEORGIA

PETITION: RZ25-014
PETITIONER: Darrell Johnson of JDM Consultants, LLC
LOCATION: 3313 Panola Road
PETITIONER’S REQUEST: The request is for a rezoning and map amendment of the parcel from R-100 (Residential Medium Lot - 100) to RSM (Small Lot Residential Mix) for a proposed residential development.

Darrell Johnson of JDM Consultants, LLC, the applicant, came up to speak. He stated that his client is proposing to develop 12 single-family homes with a community park and dog park. He mentioned that the plans include a deceleration lane to assist with the traffic on Panola Road and included that he has presented the property before with a previous client, but believes that this development is more fitting for the city.

Ronald Oneal, a resident, stated that he lives near the property and is opposed to the development due to it land locking his property.

Lewis Anderson, a resident and president of the Hilson Head HOA, came up to state his concern with the buffer, noise, pests, traffic, and accidents. He stated that there was a traffic study conducted on Panola Road, and also that 10 years ago, there was a proposal for the road to be expanded. Mr. Anderson is concerned about the development being in the current residents 'backyard.

Darrell Johnson of JDM Consultants, LLC, the applicant, suggested an easement for the property described to be landlocked. He also stated that what was presented was not the final design of the stormwater pond. He acknowledged the traffic on Panola Road and stated that the traffic study he had conducted showed the development would have minimal impact.

There was no one else to comment.

PETITION: SLUP25-005
PETITIONER: Francine Williams
LOCATION: 3802 Button Gate Court
PETITIONER’S REQUEST: The request is for a Special Land Use Permit (SLUP) to operate a childcare home.

Francine Williams, the applicant, came up to speak. She stated that she would like to provide high-quality early care and education to the children in the community. She would like the children to feel like they are at home. She mentioned that there are over 11,000 children in the foster care system and that there is a shortage of homes, which can affect those in it. Lastly, Ms. Williams is petitioning for the care of 6 or more children up to the age of 18.

Tanisha Williams, a resident, came up to speak. She stated that Ms. Williams has done many activities for children in the community and that she will be helpful for the youth.

Fellisha Blair, the City of Stonecrest Planner, asked if the applicant had a specific age group.

Francine Williams, the applicant, responded that the state determines the children who will be in her care. She shared her experience of what she has seen working in the sheriff department and the knowledge she has gained through schooling, as well as being a parent.

Ramona Eversley, the City of Stonecrest Senior Planner, asked if she would be living in the home.

Francine Williams, the applicant, stated that she will be staying in the home.

Fellisha Blair, the City of Stonecrest Planner, asked if she is petitioning to operate as a group home or foster care home.

Francine Williams, the applicant, responded that the state is transitioning from the term foster care and instead using the term childcare institution.

Fellisha Blair, the City of Stonecrest Planner, asked if children would be staying until they are adopted.

Francine Williams, the applicant, stated that it is dependent on the state.

There was no one else to comment.



CITY OF STONECREST, GEORGIA

PETITION: SLUP25-007
PETITIONER: Michael Stewart of Stewart Michael Home Health Care
LOCATION: 1695 Spring Hill Cove
PETITIONER’S REQUEST: The request is for a Special Land Use Permit (SLUP) to operate a personal care home.

Michael Stewart of Stewart Michael Home Health Care, the applicant, stated that he has owned several businesses in the area. His mom passed away last year in the petitioned home, which has inspired him to start the personal care home. He will be working with the state to assist with selecting the clients and nurses. If all goes well, he will consider expanding the business.

Corine Stewart, daughter of the applicant, continued with the presentation. She stated that they will provide 24/7 care to hospice patients or those who need assistance with tasks. The home has three bathrooms and three bedrooms with an additional room for the nurse. Lastly, she stated that the traffic volume will be low.

Terrance Stewart, a resident, asked how the applicant will vet the personnel and how he will ensure that they are providing proper care.

Michael Stewart of Stewart Michael Home Health Care, the applicant, stated that he has another business in proximity to the proposed address. He stated that he will do his due diligence by stopping by the property, following up often, and vetting the caretakers. He stated that the clients will also be given his contact information, and cameras will be placed in the home.

Fellisha Blair, the City of Stonecrest Planner, asked if the applicant would be residing in the home.

Michael Stewart of Stewart Michael Home Health Care, the applicant, stated that they would not be staying on the property, but a registered nurse would be on site.

Fellisha Blair, the City of Stonecrest Planner, informed the applicant of the requirements of the code.

Michael Stewart of Stewart Michael Home Health Care, the applicant, stated that he has a younger brother who works at night and will be staying on the property.

Fellisha Blair, the City of Stonecrest Planner, asked if there had been an emergency and EMS plan prepared. She also asked about the number of clients they are proposing to have and the rooms.

Michael Stewart of Stewart Michael Home Health Care, the applicant, stated that cameras will be installed and that there will be a live-in nurse on the property. He also stated there are three bedrooms and that they are proposing three clients.

Daphney Logan, a resident, stated that she knew the applicant’s mother and that his proposal concerns her. She has witnessed the police showing up at the home regarding the applicant's brother. She does not agree with this type of use being close to her property due to her property values, visitors, the applicant not staying on the property, and the subdivision’s HOA. Lastly, Ms. Logan mentioned her career as a daycare teacher and her understanding of being a caretaker.

Michael Stewart of Stewart Michael Home Health Care, the applicant, stated that it will be no different than him visiting his mom when she stayed at the home, and also that his brother has grown since the past stated situation. Mr. Stewart wants to be entrusted with the care of the clients.

There was no one else to comment.

PETITION: V25-012
PETITIONER: Hugh Delaney of D2construcction Services
LOCATION: 2979 Klondike Road
PETITIONER’S REQUEST: The request is for variances from the Section. 5.7.6 of the city’s code for staggered adjacent units in the same building cluster, rear-entry garages, and to provide 12-foot-wide alleyway access to the garage, with a 7-foot-wide landscape strip along each side.

Hugh Delaney of D2construcction Services, the applicant, came up to speak. He stated that the shape of the property makes rear parking and a rear alleyway difficult to develop. He also stated that staggering the units will contradict the nearby residential development and will also affect the number of units the applicant is attempting to develop.

Reshon J. Landers, a resident, came up to speak. She stated that she is concerned with the noise and the privacy. She has lived in the area for 25 years and appreciates the amenities that have been brought to the area. She asked for a noise barrier and privacy for the seniors, or even a gate. She wants to see the city grow and is fine with the development if this is done.



CITY OF STONECREST, GEORGIA

Bora Hightail, a resident, came to state that she is not concerned about the development, but that there are several blind spots on the road in the area. She asked if there could be a traffic light placed for safety.

There was no one else to comment.

IV. ADJOURNMENT

Meeting adjourned at 7:30 pm

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.

APPROVED:	<i>Ellis Still</i>	12/30/2025
<hr/>		<hr/>
	DIRECTOR, PLANNING & ZONING	DATE
ATTEST:	<i>Cobi Brown</i>	12/30/25
<hr/>		<hr/>
	SECRETARY	DATE



CITY OF STONECREST, GEORGIA



CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for RZ 25-007 6760 Chupp Road

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

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

ACTION REQUESTED: DECISION DISCUSSION, 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: Wednesday, January 28, 2026

SUBMITTED BY: Shawanna Qawiy, Division Director Community Development

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: The applicant is seeking a rezoning and map amendment.

FACTS: The request is for a rezoning and map amendment of 7511 Covington Highway, from R-75 to C-1 for a proposed hair salon and boutique.

OPTIONS: Approve, Deny, Defer Approve

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

ATTACHMENTS:

- (1) Attachment 1 - Staff Analysis/Application
- (2) Attachment 2 - CPIM Meeting Minutes
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

STATE OF GEORGIA

CITY OF STONECREST

ORDINANCE NO. ____ - _____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO REZONE PROPERTY LOCATED AT 6760 CHUPP ROAD (PARCEL ID 16 137 03 008) FROM R-75 (RESIDENTIAL MEDIUM LOT) TO C-1 (LOCAL COMMERCIAL) TO ALLOW FOR THE EXPANSION OF AN EXISTING HAIR BRAIDING SALON AND BOUTIQUE; TO PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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WHEREAS, pursuant to Sec. Sec. 7.3.5. of the City’s Zoning Code proposed amendments to the official zoning map shall require an application and public hearings before the planning commission and the Mayor and City Council; and

WHEREAS, from time-to-time amendments may be proposed for public necessity, general welfare, or sound zoning practice that justify such action; and

WHEREAS, the Planning and Zoning Department recommends approval of a rezoning for property located at 6760 Chupp Road; and

WHEREAS, the matter was heard in the City’s Community Planning Information Meeting pursuant to the provisions of the City’s Zoning Procedures Law; and

WHEREAS, a public hearing and recommendation pursuant to the provisions of the City’s Zoning Procedures Law has been provided by the Planning Commission; and

WHEREAS, a public hearing pursuant to the provisions of Georgia’s Zoning Procedures Law has been properly held by the City Council prior to the adoption of this Ordinance; and

WHEREAS, the health, safety, and welfare of the citizens of the city will be positively impacted by the adoption of this Ordinance.

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

Section 1. That the Zoning Ordinance of the City of Stonecrest be amended, and the official zoning map established in connection therewith be changed so that the following property located at 6760 Chupp Road (PARCEL ID 16 137 03 008) or as described on the zoning maps and associated site plan attached as Exhibit A from R-75 (RESIDENTIAL MEDIUM LOT) TO C-1 (LOCAL COMMERCIAL) and for other purposes.

Section 2. That the rezoning will be approved with the following conditions.

1. Use Limitation: The property shall be used only for a hair braiding salon and related personal care services. Any change in use shall require separate reviews and approval by the Planning Department.
2. Hours of Operation: Hours of operation shall be limited to Tuesday – Saturday (9am-6pm)

3. **Parking and Access:** Access to the parcel shall come from the access for 7505 Covington Highway. A site plan showing all required off-street parking must be provided to serve clients and staff. The site plan must address storm-water management requirements.
4. **Signage and Exterior Modifications:** Any new signage or exterior modifications to the building or property shall comply with city codes and require approval from the Planning and Zoning Department.
5. **Compliance with Codes:** The applicant shall upgrade as necessary all applicable health, safety, building, and fire codes.
6. **Lot Combination Plat:** The applicant must submit a lot combination plat within 90 days of approval of the application requesting the following three (3) lots are combined. 7505 & 7511 Covington Highway and 6760 Chupp Road.
7. **No commercial signage on Chupp Road.**

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

(c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or 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 5. 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 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Stonecrest.

Section 8. 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 _____, 2026.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



REZONING APPLICATION ANALYSIS

Prepared By: Ramona Eversley, Senior Planner

Petition Number: **RZ25-00007**

Applicant: Ramata Sissoko Cisse
1440 Hebron Church Road
Statham, GA 30666

Owner: Cisse Ramata Sissoko

Project Location: 6760 Chupp Road

District: 1- Councilwoman Tara Graves

Acreage: +/-0.52 acres

Existing Zoning: R-75 (Residential Med Lot)

Future Land Use: Office Professional (OP)

Overlay District: N/A

Proposed Development/Request: The applicant is requesting the rezoning of approximately ±0.52 acres from R-75 (Residential Medium Lot) to C-1 (Local Commercial) to allow for the expansion of an existing hair braiding salon and boutique. The proposed expansion includes a retail component for the sale of authentic African arts and crafts, as well as office space dedicated to providing business consulting services for individuals interested in traveling to or conducting business in Africa.

CPIM: 12/11/2025

Planning Commission (PC): 1/06/2026

Mayor & City Council: 1/26/2025

Sign Posted/ Legal Ad(s) submitted: 10/19/2025

Staff Recommendations: **APPROVAL w/ Conditions**

PC Recommendation: **TBD**

PROJECT OVERVIEW

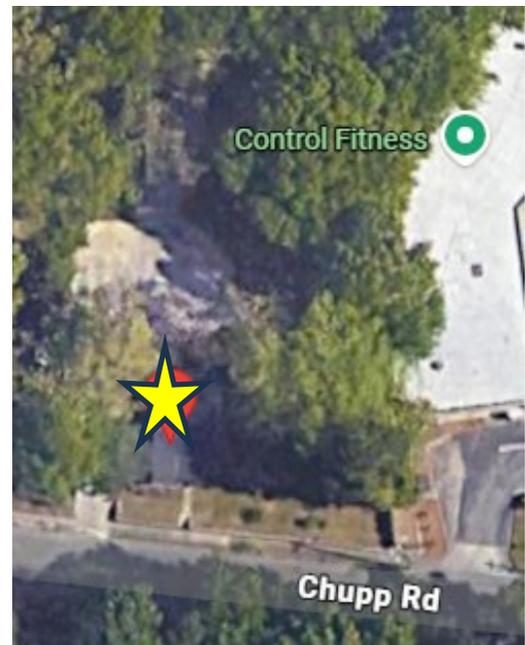
Location

The subject property is located at 6760 Chupp Road (Parcel Number [16 137 03 008](#)), on the south side of Covington Highway, within the City of Stonecrest, Dekalb County, Georgia. The parcel is 0.52 acres and currently zoned R-75 (Residential Medium Lot – 75). The subject property is currently occupied by a single-family structure, with frontage along Chupp Road, a local residential street. The property abuts R-75 (Residential Medium Lot) Districts to the west and C-1 (Local Commercial) to the east.



Background

The City of Stonecrest Zoning Map has the property zoned R-75 (Residential Medium Lot). The property is currently developed with a single-family structure. The applicant's survey indicates that there is no wetland area on the property. The applicant is requesting to rezone Tax Parcel [16 137 03 008](#) (6760 Chupp Road) from R-75 (Residential Medium Lot-75) to C-1 (Local Commercial).



Adjacent and Surrounding Properties	Zoning (Petition Number)	Land Use
Applicant	R-75 (Residential Med Lot)	Single Family Home
Adjacent: North	C-1 (Commercial)	African Breiding Shop
Adjacent: West	R-75 (Residential Med Lot)	Single Family Homes
Adjacent: East	C-1 (Local Commercial)	Retail Center
Adjacent: South	MR-2 (Medium Density Residential)	Multi-Family Residential

DIVISION 26. - C-1 (LOCAL COMMERCIAL) DISTRICT

Sec. 2.26.1. - Statement of purpose and intent.

The purpose and intent of the City Council in establishing the C-1 (Local Commercial) District is as follows:

- A. To provide convenient local retail shopping and service areas within the city for all residents;
- B. To provide for quality control in development through materials and building placement;
- C. To ensure that the uses authorized within the C-1 (Local Commercial) District are those uses which are designed to serve the convenience shopping and service needs of groups of neighborhoods;
- D. To implement the future development map of the city's comprehensive plan.

Public Participation

Property owners within 1,000 feet of the subject property were mailed notices of the proposed rezoning in July 2025. There was a Community Planning Information Meeting (CPIM) held on December 11, 2025, at City Hall. During the Community Planning Information Meeting, a resident strongly opposed the proposed rezoning, citing significant safety and quality-of-life concerns. The neighborhood is described as largely abandoned, with an increased speed limit and a sharp 90-degree turn where multiple accidents, including two fatalities, have occurred. The residents noted a lack of police enforcement, leaving residents feeling under siege, and reported difficulty safely exiting driveways due to speeding vehicles. Additionally, the frequent passage of emergency vehicles and sirens through the area further contributes to the residents' sense of distress and insecurity.

Site Photos



Rear



Side



Front

RZ25-00007

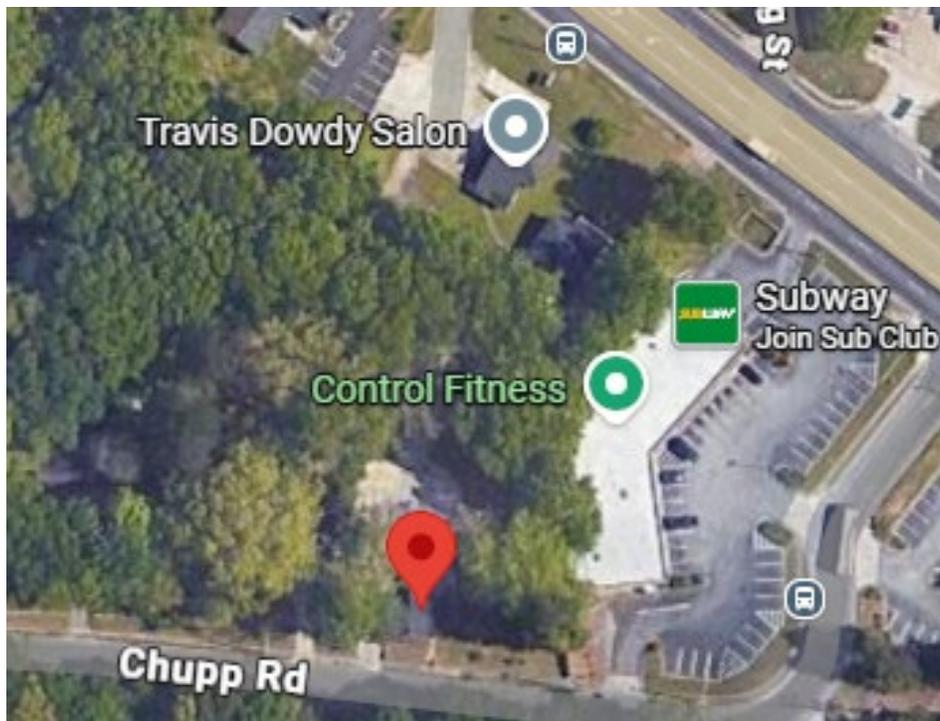
ADDRESS: **6760 Chupp Road**

CURRENT ZONING: **R-75 (Residential Med Lot)**

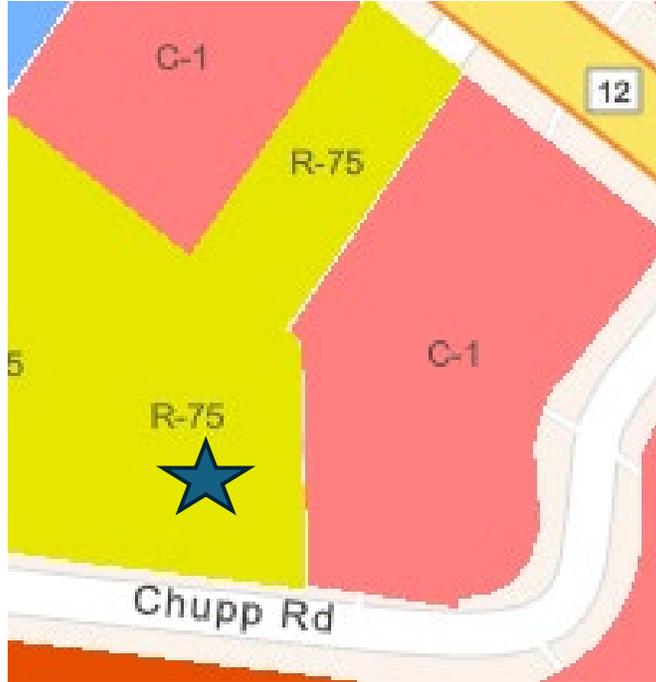
OVERLAY DISTRICT: **N/A**

FUTURE LAND USE: **OP- Office Professional**

Aerial Map



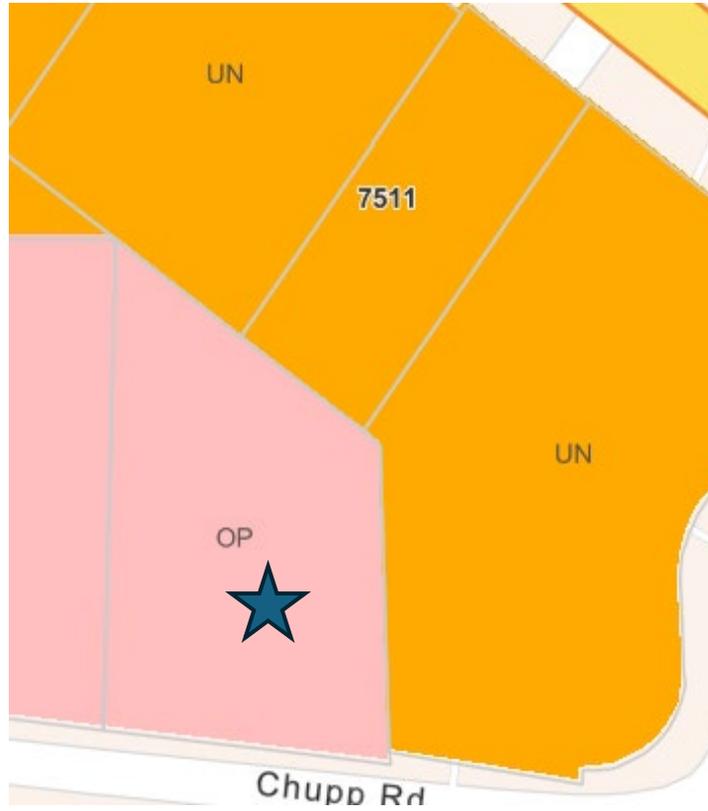
Zoning Map



Legend

-  R-75 - Residential Med Lot
-  C-1 - Local Commercial

Future Land Use Map



Legend

-  Urban Neighborhood
-  Office Professional



Item VIII. f.

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STANDARDS OF ZONING MODIFICATION 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.

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

The proposed rezoning is largely in conformity with the policy and intent of the comprehensive plan, provided that the commercial uses remain small-scale and neighborhood oriented. Appropriate buffering, landscaping, and parking measures are implemented to protect adjacent residential properties.

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

The proposed C-1 zoning will permit uses that are generally suitable in view of the existing use and development of adjacent and nearby properties. The small-scale, neighborhood-oriented commercial activities are compatible with surrounding residential and mixed-use development, especially if buffering and site design considerations are applied.

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

The property does have a reasonable economic use as currently zoned (single-family residential), but the current R-75 zoning limits the economic potential of the property for small-scale commercial uses like the braiding salon expansion, retail sales, and office consulting. Rezoning to C-1 would allow a more economically productive use consistent with neighborhood-serving commercial standards.

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

The proposed rezoning and uses are not expected to adversely affect the existing use or usability of adjacent or nearby properties, provided that appropriate site design, buffering, and landscaping measures are implemented.

5. 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 that provide supporting grounds for approval of the zoning proposal.



The nearby property is currently the site of an African braiding salon, demonstrating an established commercial use within a predominantly residential area. Additionally, the community has a growing demand for neighborhood-serving small businesses, and the surrounding area includes other commercial and mixed-use properties along Covington Hwy. These factors support the rezoning to C-1 Commercial to allow the salon’s expansion while maintaining compatibility with adjacent properties through proper buffering and site design.

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

The proposed rezoning is not expected to adversely affect historic buildings, districts, or archaeological resources. The property does not contain recognized historic or archaeological resources, and the scale of the proposed development is minimal.

7. 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 proposed C-1 zoning is unlikely to cause excessive or burdensome use of streets, transportation facilities, utilities, or schools. The expansion represents a modest increase in commercial activity that is consistent with neighborhood-scale infrastructure capacity.

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

The proposed rezoning is not expected to adversely impact the environment or surrounding natural resources. The small-scale, neighborhood-oriented commercial expansion represents minimal environmental risk.



STAFF RECOMMENDATION

Staff is recommending APPROVAL of the rezoning request from **R-75 (Residential)** to **C-1 (Local Commercial)** to allow the expansion of the existing African braiding salon, subject to the following conditions:

Conditions of Approval:

1. **Use Limitation:** The property shall be used only for a hair braiding salon and related personal care services. Any change in use shall require separate reviews and approval by the Planning Department.
2. **Hours of Operation:** Hours of operation shall be limited to Tuesday – Saturday (9am-6pm)
3. **Parking and Access:** Access to the parcel shall come from the access for 7505 Covington Highway. A site plan showing all required off-street parking must be provided to serve clients and staff. The site plan must address storm-water management requirements.
4. **Signage and Exterior Modifications:** Any new signage or exterior modifications to the building or property shall comply with city codes and require approval from the Planning and Zoning Department.
5. **Compliance with Codes:** The applicant shall upgrade as necessary all applicable health, safety, building, and fire codes.
6. **Lot Combination Plat:** The applicant must submit a lot combination plat within 90 days of approval of the application requesting the following three (3) lots are combined. 7505 & 7511 Covington Highway and 6760 Chupp Road.

PLANNING COMMISSION (PC) RECOMMENDATION – January 6, 2025.



Item VIII. f.



CITY OF STONECREST, GEORGIA

Community Planning Information Meeting (CPIM)

Summary Minutes

December 11, 2025, at 6:00 P.M.

Planning-zoning@stonecrestga.gov

***IN-PERSON MEETING**

[Stonecrest's YouTube Broadcast Link](#)

Citizens wishing to actively 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, and position on the agenda item you are commenting on (for or against) via email to Planning-zoning@stonecrestga.gov by 2 p.m. the day before the meeting to be read into the record at the meeting.

- I. **CALL TO ORDER AND INTRODUCTIONS:** Planning and Zoning Staff – Fellisha Blair
- II. **REVIEW OF THE PURPOSE AND INTENT OF THE COMMUNITY PLANNING INFORMATION MEETING AND RULES OF CONDUCT:** Planning and Zoning Staff – Fellisha Blair
- III. **Item(s) of Discussion:**

PETITION: RZ25-006
PETITIONER: Ramata Sissoko Cisse
LOCATION: 7511 Covington Highway
PETITIONER’S REQUEST: The request is for a rezoning and map amendment of the parcel from R-75 (Residential Medium Lot - 75) to C-1 (Local Commercial) for a proposed hair salon and boutique.

PETITION: RZ25-007
PETITIONER: Ramata Sissoko Cisse
LOCATION: 6760 Chupp Road
PETITIONER’S REQUEST: The request is for a rezoning and map amendment of the parcel from R-75 (Residential Medium Lot - 75) to C-1 (Local Commercial) for a proposed hair salon and boutique.

Ramata Sissoko Cisse, the applicant, came up to speak. Ms. Cisse stated that her African Hair Braiding salon opened in 1993 and was the first in DeKalb County. She travels a lot to promote African culture in the USA, which she described as a moral responsibility. The rezoning will allow full commercial operation. The building at 7511 Covington Highway will be used for the expansion of her current business, and the building at 6760 Chupp Road will be used for office use to ensure minimal neighborhood impact. Ms. Cisse also mentioned other services that she would like to offer as well including travel assistance, helping young adults with their resumes, etc.

Charles Nation, a resident, came up to make a comment. He stated that the area was abandoned and abused by the county. He stated that there are many who do not adhere to the speed limit in the area, which has led to accidents on Chupp Road. Mr. Nation compared the noise on the road to the streets of New York City.

There was no one else to comment.

PETITION: RZ25-013
PETITIONER: Darrell Johnson of JDM Consultants, LLC
LOCATION: 3309 Panola Road
PETITIONER’S REQUEST: The request is for a rezoning and map amendment of the parcel from R-100 (Residential Medium Lot - 100) to RSM (Small Lot Residential Mix) for a proposed residential development.



CITY OF STONECREST, GEORGIA

PETITION: RZ25-014
PETITIONER: Darrell Johnson of JDM Consultants, LLC
LOCATION: 3313 Panola Road
PETITIONER’S REQUEST: The request is for a rezoning and map amendment of the parcel from R-100 (Residential Medium Lot - 100) to RSM (Small Lot Residential Mix) for a proposed residential development.

Darrell Johnson of JDM Consultants, LLC, the applicant, came up to speak. He stated that his client is proposing to develop 12 single-family homes with a community park and dog park. He mentioned that the plans include a deceleration lane to assist with the traffic on Panola Road and included that he has presented the property before with a previous client, but believes that this development is more fitting for the city.

Ronald Oneal, a resident, stated that he lives near the property and is opposed to the development due to it land locking his property.

Lewis Anderson, a resident and president of the Hilson Head HOA, came up to state his concern with the buffer, noise, pests, traffic, and accidents. He stated that there was a traffic study conducted on Panola Road, and also that 10 years ago, there was a proposal for the road to be expanded. Mr. Anderson is concerned about the development being in the current residents 'backyard.

Darrell Johnson of JDM Consultants, LLC, the applicant, suggested an easement for the property described to be landlocked. He also stated that what was presented was not the final design of the stormwater pond. He acknowledged the traffic on Panola Road and stated that the traffic study he had conducted showed the development would have minimal impact.

There was no one else to comment.

PETITION: SLUP25-005
PETITIONER: Francine Williams
LOCATION: 3802 Button Gate Court
PETITIONER’S REQUEST: The request is for a Special Land Use Permit (SLUP) to operate a childcare home.

Francine Williams, the applicant, came up to speak. She stated that she would like to provide high-quality early care and education to the children in the community. She would like the children to feel like they are at home. She mentioned that there are over 11,000 children in the foster care system and that there is a shortage of homes, which can affect those in it. Lastly, Ms. Williams is petitioning for the care of 6 or more children up to the age of 18.

Tanisha Williams, a resident, came up to speak. She stated that Ms. Williams has done many activities for children in the community and that she will be helpful for the youth.

Fellisha Blair, the City of Stonecrest Planner, asked if the applicant had a specific age group.

Francine Williams, the applicant, responded that the state determines the children who will be in her care. She shared her experience of what she has seen working in the sheriff department and the knowledge she has gained through schooling, as well as being a parent.

Ramona Eversley, the City of Stonecrest Senior Planner, asked if she would be living in the home.

Francine Williams, the applicant, stated that she will be staying in the home.

Fellisha Blair, the City of Stonecrest Planner, asked if she is petitioning to operate as a group home or foster care home.

Francine Williams, the applicant, responded that the state is transitioning from the term foster care and instead using the term childcare institution.

Fellisha Blair, the City of Stonecrest Planner, asked if children would be staying until they are adopted.

Francine Williams, the applicant, stated that it is dependent on the state.

There was no one else to comment.



CITY OF STONECREST, GEORGIA

PETITION: SLUP25-007
PETITIONER: Michael Stewart of Stewart Michael Home Health Care
LOCATION: 1695 Spring Hill Cove
PETITIONER’S REQUEST: The request is for a Special Land Use Permit (SLUP) to operate a personal care home.

Michael Stewart of Stewart Michael Home Health Care, the applicant, stated that he has owned several businesses in the area. His mom passed away last year in the petitioned home, which has inspired him to start the personal care home. He will be working with the state to assist with selecting the clients and nurses. If all goes well, he will consider expanding the business.

Corine Stewart, daughter of the applicant, continued with the presentation. She stated that they will provide 24/7 care to hospice patients or those who need assistance with tasks. The home has three bathrooms and three bedrooms with an additional room for the nurse. Lastly, she stated that the traffic volume will be low.

Terrance Stewart, a resident, asked how the applicant will vet the personnel and how he will ensure that they are providing proper care.

Michael Stewart of Stewart Michael Home Health Care, the applicant, stated that he has another business in proximity to the proposed address. He stated that he will do his due diligence by stopping by the property, following up often, and vetting the caretakers. He stated that the clients will also be given his contact information, and cameras will be placed in the home.

Fellisha Blair, the City of Stonecrest Planner, asked if the applicant would be residing in the home.

Michael Stewart of Stewart Michael Home Health Care, the applicant, stated that they would not be staying on the property, but a registered nurse would be on site.

Fellisha Blair, the City of Stonecrest Planner, informed the applicant of the requirements of the code.

Michael Stewart of Stewart Michael Home Health Care, the applicant, stated that he has a younger brother who works at night and will be staying on the property.

Fellisha Blair, the City of Stonecrest Planner, asked if there had been an emergency and EMS plan prepared. She also asked about the number of clients they are proposing to have and the rooms.

Michael Stewart of Stewart Michael Home Health Care, the applicant, stated that cameras will be installed and that there will be a live-in nurse on the property. He also stated there are three bedrooms and that they are proposing three clients.

Daphney Logan, a resident, stated that she knew the applicant’s mother and that his proposal concerns her. She has witnessed the police showing up at the home regarding the applicant's brother. She does not agree with this type of use being close to her property due to her property values, visitors, the applicant not staying on the property, and the subdivision’s HOA. Lastly, Ms. Logan mentioned her career as a daycare teacher and her understanding of being a caretaker.

Michael Stewart of Stewart Michael Home Health Care, the applicant, stated that it will be no different than him visiting his mom when she stayed at the home, and also that his brother has grown since the past stated situation. Mr. Stewart wants to be entrusted with the care of the clients.

There was no one else to comment.

PETITION: V25-012
PETITIONER: Hugh Delaney of D2construcction Services
LOCATION: 2979 Klondike Road
PETITIONER’S REQUEST: The request is for variances from the Section. 5.7.6 of the city’s code for staggered adjacent units in the same building cluster, rear-entry garages, and to provide 12-foot-wide alleyway access to the garage, with a 7-foot-wide landscape strip along each side.

Hugh Delaney of D2construcction Services, the applicant, came up to speak. He stated that the shape of the property makes rear parking and a rear alleyway difficult to develop. He also stated that staggering the units will contradict the nearby residential development and will also affect the number of units the applicant is attempting to develop.

Reshon J. Landers, a resident, came up to speak. She stated that she is concerned with the noise and the privacy. She has lived in the area for 25 years and appreciates the amenities that have been brought to the area. She asked for a noise barrier and privacy for the seniors, or even a gate. She wants to see the city grow and is fine with the development if this is done.



CITY OF STONECREST, GEORGIA

Bora Hightail, a resident, came to state that she is not concerned about the development, but that there are several blind spots on the road in the area. She asked if there could be a traffic light placed for safety.

There was no one else to comment.

IV. ADJOURNMENT

Meeting adjourned at 7:30 pm

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.

APPROVED:	<i>Ellis Still</i>	12/30/2025
<hr/>		<hr/>
	DIRECTOR, PLANNING & ZONING	DATE
ATTEST:	<i>Cobi Brown</i>	12/30/25
<hr/>		<hr/>
	SECRETARY	DATE



CITY OF STONECREST, GEORGIA



CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for RZ 25-013 3309 Panola Road

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

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

ACTION REQUESTED: DECISION DISCUSSION, 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: Wednesday, January 28, 2026

SUBMITTED BY: Shawanna Qawiy, Division Director Community Development

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: The applicant is seeking a rezoning and map amendment.

FACTS: A rezoning and map amendment of 3309 Panola Road, from R-100 to RSM for a proposed residential development.

OPTIONS: Approve, Deny, Defer Approve

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

ATTACHMENTS:

- (1) Attachment 1 - Staff Analysis/Application
- (2) Attachment 2 - CPIM Meeting Minutes
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

STATE OF GEORGIA

CITY OF STONECREST

ORDINANCE NO. ____ - _____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO REZONE PROPERTY LOCATED AT 3309 PANOLA ROAD (PARCEL ID 16 022 01 004) FROM R-100 (RESIDENTIAL MED LOT) TO RSM (SMALL LOT RESIDENTIAL) TO CONSTRUCT A 12 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT; TO PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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 Mayor and City Council desire to rezone (PARCEL ID 16 022 01 004) from R-100 (RESIDENTIAL MED LOT) TO RSM (SMALL LOT RESIDENTIAL) to construct a 12-lot single family residential development; and

WHEREAS, pursuant to Sec. Sec. 7.3.5. of the City’s Zoning Code proposed amendments to the official zoning map shall require an application and public hearings before the planning commission and the Mayor and City Council; and

WHEREAS, from time-to-time amendments may be proposed for public necessity, general welfare, or sound zoning practice that justify such action; and

WHEREAS, the Planning and Zoning Department recommends approval of a rezoning for property located at 3309 Panola Road; and

WHEREAS, the matter was heard in the City’s Community Planning Information Meeting pursuant to the provisions of the City’s Zoning Procedures Law; and

WHEREAS, a public hearing and recommendation pursuant to the provisions of the City’s Zoning Procedures Law has been provided by the Planning Commission; and

WHEREAS, a public hearing pursuant to the provisions of Georgia’s Zoning Procedures Law has been properly held by the City Council prior to the adoption of this Ordinance; and

WHEREAS, the health, safety, and welfare of the citizens of the city will be positively impacted by the adoption of this Ordinance.

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

Section 1. That the Zoning Ordinance of the City of Stonecrest be amended, and the official zoning map established in connection therewith be changed so that the following property located at 3309 Panola Road (PARCEL ID 16 022 01 004) or as described on the zoning maps and associated site plan attached as Exhibit A from R-100 (RESIDENTIAL MED LOT) TO RSM (SMALL LOT RESIDENTIAL) and for other purposes.

Section 2. That the rezoning will be approved with the following conditions.

Development Standards:

The development shall have a minimum lot size of 10,000 square feet to be comparable to the adjacent RSM zoned property.

Site Plan Approval:

Prior to issuance of any permits, a detailed site plan shall be submitted and approved by the City, demonstrating compliance with all zoning, buffering, landscaping, and environmental requirements.

Buffering and Landscaping:

Adequate buffers and landscaping shall be provided along property lines adjacent to existing residential properties to minimize visual and noise impacts.

Tree preservation and additional vegetation shall be incorporated where it is feasible to maintain neighborhood character.

Traffic and Access Management:

All access points to Panola Road shall comply with City and Georgia Department of Transportation standards.

Any required traffic mitigation measures identified during permitting or site plan review shall be implemented.

Stormwater and Environmental Protection:

Development shall comply with all stormwater management, grading, and erosion control regulations.

Measures shall be taken to protect existing vegetation, wetlands, and water quality where applicable.

Construction and Operational Impacts:

Construction activities shall be managed to minimize noise, dust, and disruption to adjacent properties.

Adequate trash, pest control, and safety measures shall be maintained during construction and operation.

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

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

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

(c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or 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 5. 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 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Stonecrest.

Section 8. 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 _____, 2026.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



REZONING APPLICATION ANALYSIS

Prepared By: Ramona Eversley, Senior Planner
Abeykoon Abeykoon Zoning Analyst

Petition Number: RZ25-000013

Applicant: JDM Consultants LLC.
Darrell Johnson

Owner: Christ Gospel Parish Celestial
Church of Christ Inc.

Project Location: 3309 Panola Road

District: 3- Councilwoman Alecia Washington

Acreage: +/-3.06 acres

Existing Zoning: R-100 Residential Med Lot

Future Land Use: SUB- Suburban

Overlay District: N/A

Proposed Development/Request: A rezoning of +/- 3.06 acres from R-100 (Residential Med Lot) to RSM (Small Lot Residential) to construct a 12 lot single family residential development.

CPIM: 12/11/2025

Planning Commission (PC): 1/06/2026

Mayor & City Council: 1/26/2026

Sign Posted/ Legal Ad(s) submitted: 12/08/2025

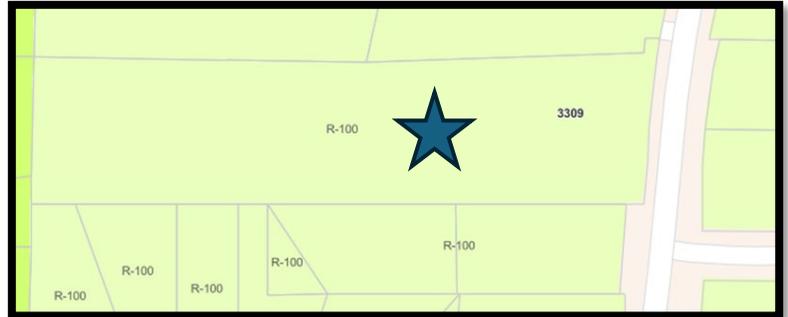
Staff Recommendations: APPROVAL w/ Conditions

PC Recommendation: TBD

PROJECT OVERVIEW

Location

The subject property is +/-3.06 acres situated on Panola Road in Stonecrest, Ga with a parcel identification of [16 022 01 004](#) Panola Road is a major east-west corridor through Stonecrest with residential and commercial land uses. The property abuts R-100 to the north, south and east, RSM to the west.



Background

The City of Stonecrest Zoning Map has the property zoned R-100 (Residential Med Lot). The property is heavily wooded and vacant. The applicant's survey indicates that there is no wetland area on the property. The applicant is requesting to rezone Tax Parcel [16 022 01 004](#) (3309 Panola Road) from R-100 (Residential Med Lot) to RSM (Residential Small Med Lot).



Adjacent and Surrounding Properties	Zoning (Petition Number)	Land Use
Applicant	R-100 (Residential Med Lot)	Vacant Land
Adjacent: North	R-100 (Residential Med Lot)	Church (Ousley United Methodist Church)
Adjacent: West	RSM (Small Lot Residential Mix)	Single Family Residential
Adjacent: East	R-100 (Residential Med Lot)	Single Family Residential
Adjacent: South	R-100 (Residential Med Lot)	Single Family Residential

DIVISION 12. - RSM (SMALL LOT RESIDENTIAL MIX) DISTRICT

Sec. 2.12.1. - Statement of purpose and intent.

The purpose and intent of the City Council in establishing the RSM (Small Lot Residential Mix) District is as follows:

- A. To provide for the creation of For Sale residential neighborhoods that allow a mix of single-family attached and detached housing options;
- B. To provide flexibility in design and product on the interior of new development while protecting surrounding neighborhoods;
- C. To implement the future development map of the city's comprehensive plan.

Public Participation

Property owners within 1,000 feet of the subject property were mailed notices of the proposed rezoning in July 2025. There was a Community Planning Information Meeting (CPIM) held on December 11, at 6:00 p.m. at city hall. There were two (2) attendees who voiced several concerns regarding the development.

A nearby resident stated that he is opposed to the proposed development because it would landlock his property. Another resident expressed concerns regarding buffering, noise, pests, increased traffic, and potential accidents. He noted that a traffic study was previously conducted on Panola Road and that there was a proposal approximately ten years ago to widen the roadway. He also expressed concern that the development would be located directly behind existing residents' homes.

Building Elevations



Site Photos



RZ25-000013

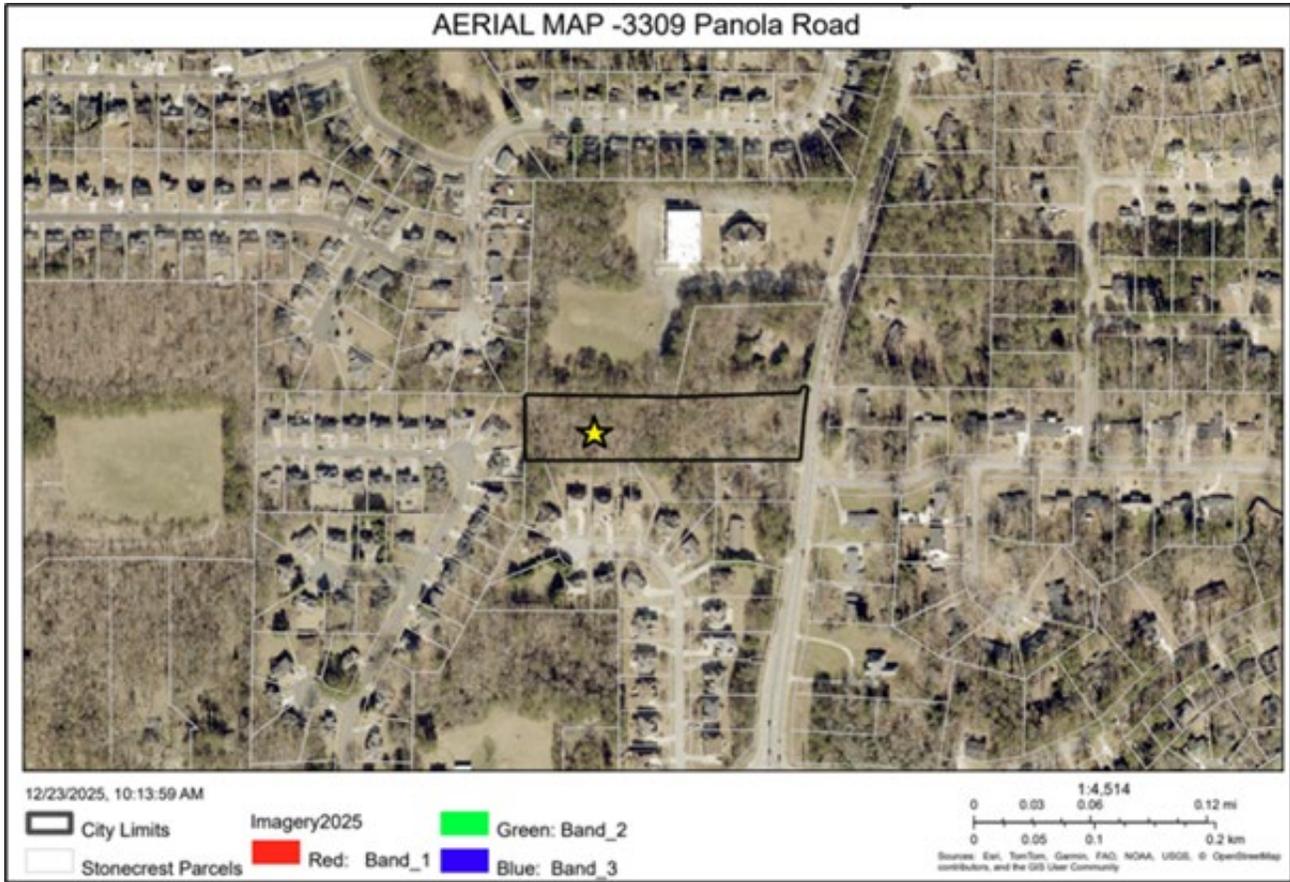
ADDRESS: **3309 Panola**

CURRENT ZONING: **R-100 (Residential Med Lot)**

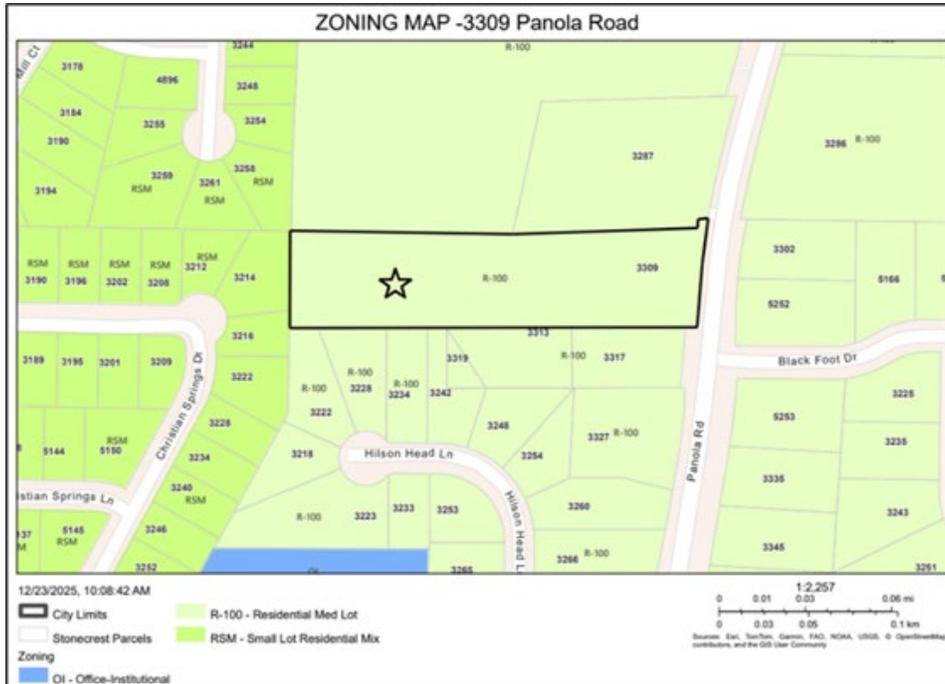
OVERLAY DISTRICT: **N/A**

FUTURE LAND USE: **SUB- Suburban**

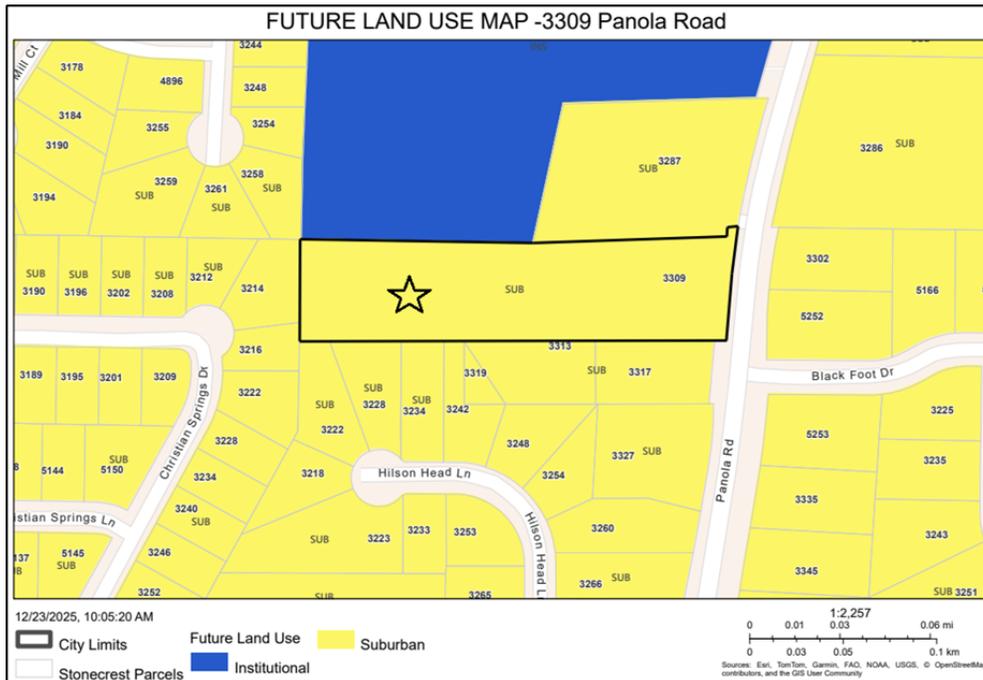
Aerial Map



Zoning Map



Future Land Use Map





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STANDARDS OF ZONING MODIFICATION 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.

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

The zoning proposal is generally in conformity with the policy and intent of the City of Stonecrest Comprehensive Plan. The proposed rezoning from R-100 to RSM is generally consistent with the City of Stonecrest Comprehensive Plan, supporting infill development, orderly growth, and housing diversity. The property’s location along Panola Road supports the increased density, and potential impacts can be addressed through site plan review and development conditions.

2. 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 zoning proposal will permit a use that is generally suitable in view of the use and development of adjacent and nearby properties. The proposed rezoning from R-100 to RSM allows a single-family residential use that is compatible with surrounding properties. While it permits higher density, potential impacts can be mitigated through site design and buffering, and the property’s location along Panola Road supports the proposed residential development.

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

The property retains reasonable economic use under its current R-100 zoning, which permits viable single-family residential development consistent with surrounding uses. Although the proposed rezoning to RSM would allow for a different development pattern and increased density, the property is not economically infeasible or unusable under the existing zoning classification.

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

The proposed rezoning from R-100 to RSM is not expected to adversely affect nearby properties, as it maintains single-family residential use consistent with the area. Potential impacts from increased density, traffic, and noise can be mitigated through site plan review and development standards, and the property’s location along Panola Road supports compatible residential development.

5. 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 and changing conditions that affect the use and development of the property and provide supporting grounds for consideration of the zoning proposal. The property's location along Panola Road and access to existing infrastructure support continued residential development and modest density increases consistent with the Comprehensive Plan. While concerns regarding traffic, buffering, and neighborhood compatibility exist, these conditions can be addressed through development standards and conditions, supporting further consideration of the rezoning request.

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

The proposed rezoning to RSM is not expected to impact historic or archaeological resources, as the property is undeveloped with no known historic structures or sites. Any discoveries during development would be addressed through standard mitigation and review processes.

7. 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 proposed RSM zoning for 12 single-family homes is not expected to overburden streets, utilities, or schools. Panola Road can accommodate the modest increase in traffic, existing utilities can support the development, and the impact on schools is minimal. Potential impacts can be managed through standard City review and mitigation measures.

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

The proposed rezoning to RSM (Residential Small Lot) is not expected to result in significant adverse environmental impacts provided that applicable development, stormwater, and landscaping regulations are followed. With proper site grading, erosion control, runoff management, and preservation of existing vegetation where feasible, potential impacts to land, water resources, and surrounding properties can be adequately mitigated.



STAFF RECOMMENDATION

Staff is recommending APPROVAL with the following conditions:

Development Standards:

The development shall have a minimum lot size of 10,000 square feet to be comparable to the adjacent RSM zoned property.

Site Plan Approval:

Prior to issuance of any permits, a detailed site plan shall be submitted and approved by the City, demonstrating compliance with all zoning, buffering, landscaping, and environmental requirements.

Buffering and Landscaping:

Adequate buffers and landscaping shall be provided along property lines adjacent to existing residential properties to minimize visual and noise impacts.

Tree preservation and additional vegetation shall be incorporated where it is feasible to maintain neighborhood character.

Traffic and Access Management:

All access points to Panola Road shall comply with City and Georgia Department of Transportation standards

Any required traffic mitigation measures identified during permitting or site plan review shall be implemented.

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Measures shall be taken to protect existing vegetation, wetlands, and water quality where applicable.

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Zoning Case History - 3309 & 3313 Panola Road

There was a Special Land Use Permit (SLUP) application reference to 3309 & 3313 Panola Road to construct a Place of Worship in 2023 (SLU23-000009). Mayor and City Council denied the referenced application as a result of the deferral meeting held on March 25, 2024.



Department of Planning and Zoning
3120 Stonecrest Boulevard, Suite 190
Stonecrest, Georgia 30038
☎ : (770) 519-2386
🌐 : stonecrestga.gov

March 29, 2024

Darrell Johnson
3375 Glenwood Road
Decatur, GA 30032

SLUP23-009

Applicant is seeking a Special Land Use Permit (SLUP) to construct a Place of Worship.

Location/Address: 3309 & 3313 Panola Road

Zoned: R-100 (Residential Medium Lot)

Parcel ID: 16 022 01 004 and 16 022 01 246

Owner: CCC Christ Gospel Parish

Council District: 3 (Councilwoman Alecia Washington)

Dear Petitioner,

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Information related to application heard by the Mayor and City Council (MCC) copy of this letter may be found online using <https://www.citizenserve.com>. Thank you in advance for your cooperation and please do not hesitate to contact with any questions.

Sincerely,

Tre'Jon Singletary
Senior Planner



PLANNING COMMISSION (PC) RECOMMENDATION – January 6, 2026.



REZONING APPLICATION ANALYSIS

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Proposed Development/Request: A rezoning of +/- 3.06 acres from R-100 (Residential Med Lot) to RSM (Small Lot Residential) to construct a 12 lot single family residential development.

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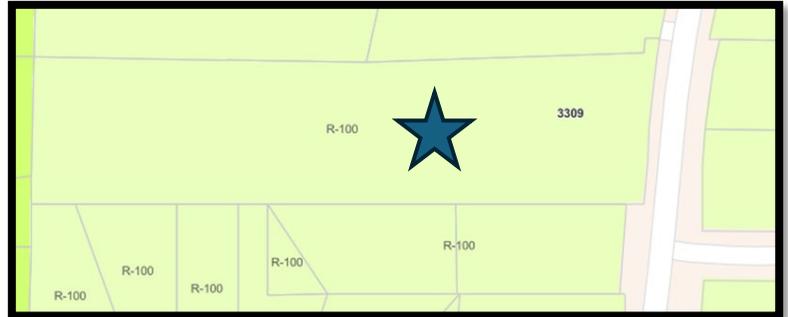
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Building Elevations





Site Plan



PANOLA ROAD RESIDENTIAL

3309 + 3313 PANOLA ROAD
 CITY OF STONECREST, DEKALB COUNTY, GEORGIA

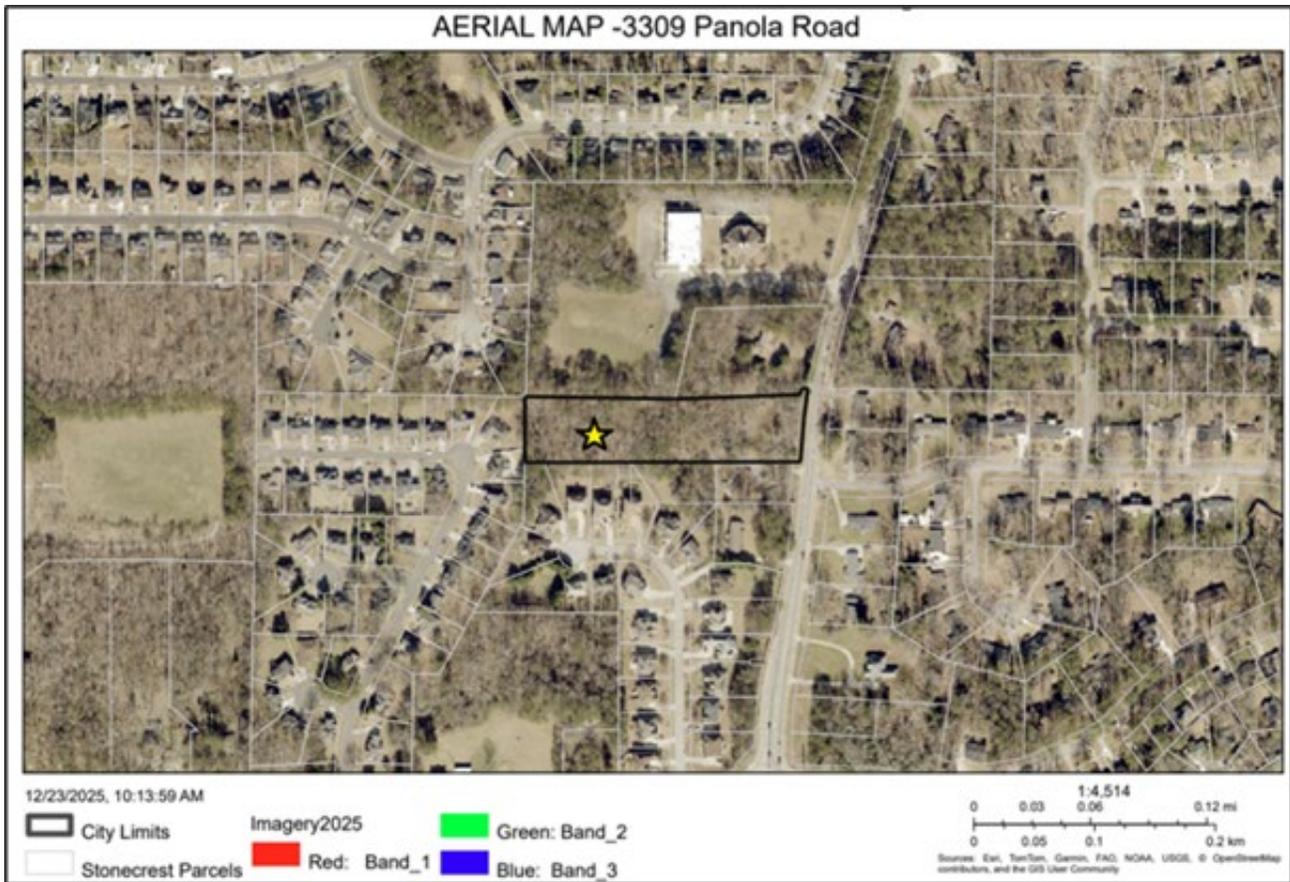


Site Photos

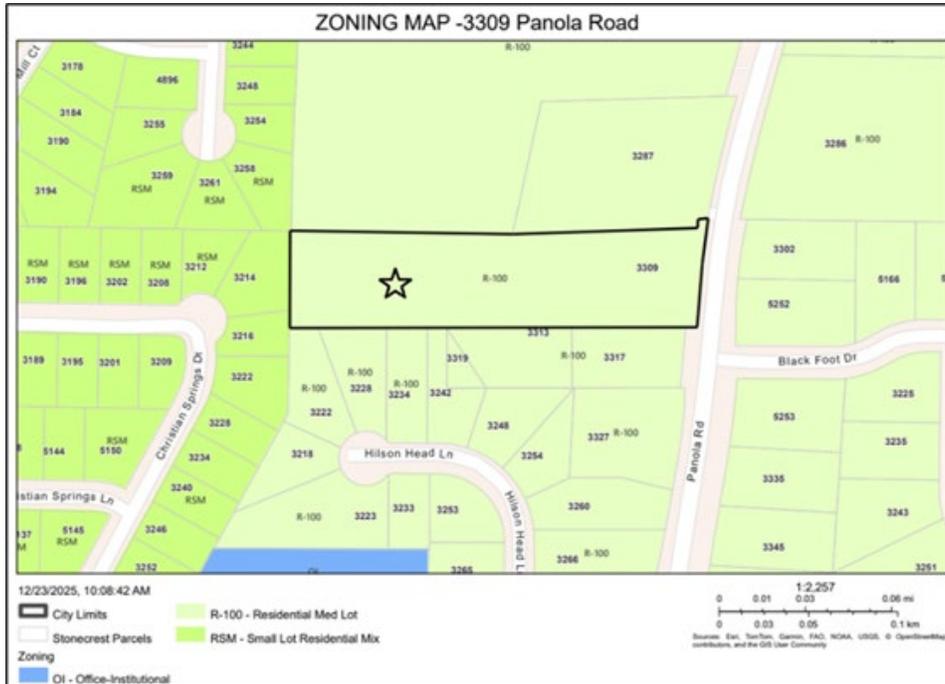


RZ25-000013
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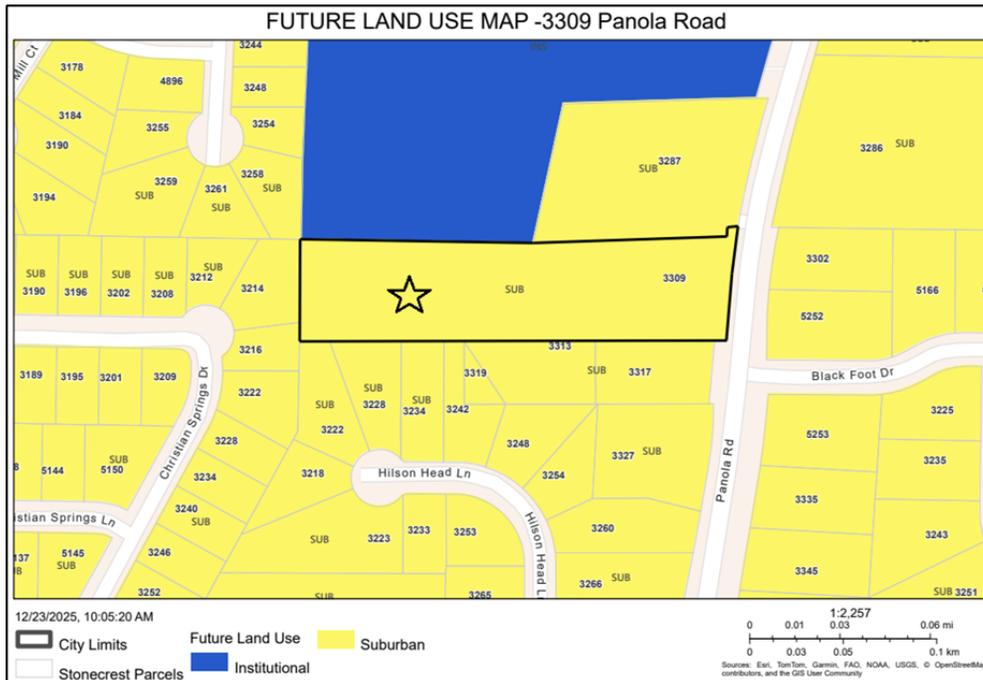
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STAFF RECOMMENDATION

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March 29, 2024

Darrell Johnson
3375 Glenwood Road
Decatur, GA 30032

SLUP23-009

Applicant is seeking a Special Land Use Permit (SLUP) to construct a Place of Worship.

Location/Address: 3309 & 3313 Panola Road

Zoned: R-100 (Residential Medium Lot)

Parcel ID: 16 022 01 004 and 16 022 01 246

Owner: CCC Christ Gospel Parish

Council District: 3 (Councilwoman Alecia Washington)

Dear Petitioner,

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Sincerely,

Tre'Jon Singletary
Senior Planner



PLANNING COMMISSION (PC) RECOMMENDATION – January 6, 2026.



CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for RZ 25-014 3313 Panola Road

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

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

ACTION REQUESTED: DECISION DISCUSSION, 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: Wednesday, January 28, 2026

SUBMITTED BY: Shawanna Qawiy, Division Director Community Development

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: A rezoning and map amendment request from R-100 to RSM.

FACTS: The request is for a rezoning and map amendment of 3313 Panola Road from R-100 to RSM Small Lot Residential for a residential development.

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

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

ATTACHMENTS:

- (1) Attachment 1 - Staff Analysis
- (2) Attachment 2 - Application
- (3) Attachment 3 - Meeting Minutes
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

STATE OF GEORGIA

CITY OF STONECREST

ORDINANCE NO. ____-_____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO REZONE PROPERTY LOCATED AT 3313 PANOLA ROAD (PARCEL ID 16 022 01 246) FROM R-100 (RESIDENTIAL MED LOT) TO RSM (SMALL LOT RESIDENTIAL) TO CONSTRUCT A 12 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT; TO PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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 Mayor and City Council desire to rezone property located at 3313 Panola Road (Parcel ID 16 022 01 246) from R-100 (Residential Med Lot) to RSM (Small Lot Residential) to construct a 12-lot single family residential development; and

WHEREAS, pursuant to Sec. Sec. 7.3.5. of the City’s Zoning Code proposed amendments to the official zoning map shall require an application and public hearings before the planning commission and the Mayor and City Council; and

WHEREAS, from time-to-time amendments may be proposed for public necessity, general welfare, or sound zoning practice that justify such action; and

WHEREAS, Planning and Zoning Staff recommends approval of a rezoning for property located at 3313 Panola Road; and

WHEREAS, the matter was heard in the City’s Community Planning Information Meeting pursuant to the provisions of the City’s Zoning Procedures Law; and

WHEREAS, a public hearing and recommendation pursuant to the provisions of the City’s Zoning Procedures Law has been provided by the Planning Commission; and

WHEREAS, a public hearing pursuant to the provisions of Georgia’s Zoning Procedures Law has been properly held by the City Council prior to the adoption of this Ordinance; and

WHEREAS, the health, safety, and welfare of the citizens of the city will be positively impacted by the adoption of this Ordinance.

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

Section 1. That the Zoning Ordinance of the City of Stonecrest be amended, and the official zoning map established in connection therewith be changed so that the following property located at 3313 Panola Road (Parcel ID 16 022 01 246) from R-100 (Residential Med Lot) to RSM (Small Lot Residential) to construct a 12 lot single family residential development and for other purposes.

Section 2. That the rezoning will be approved with the following conditions.

Development Standards:

The development shall have a minimum lot size of 10,000 square feet to be comparable to the adjacent RSM zoned property.

Site Plan Approval:

Prior to issuance of any permits, a detailed site plan shall be submitted and approved by the City, demonstrating compliance with all zoning, buffering, landscaping, and environmental requirements.

Buffering and Landscaping:

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Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

(c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or 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 5. 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 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Stonecrest.

Section 8. 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 _____, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



REZONING APPLICATION ANALYSIS

Prepared By: Ramona Eversley, Senior Planner
Abeykoon Abeykoon, Zoning Analyst

Petition Number: RZ25-000014

Applicant: JDM Consultants LLC.
Darrell Johnson

Owner: Christ Gospel Parish Celestial
Church of Christ Inc.

Project Location: 3313 Panola Road

District: 3- Councilperson Alecia Washington

Acreage: +/-0.49 acres

Existing Zoning: R-100 Residential Med Lot

Future Land Use: SUB- Suburban

Overlay District: N/A

Proposed Development/Request: A rezoning of +/- 0.49 acres from R-100 (Residential Med Lot) to RSM (Small Lot Residential) to construct a 12 lot single family residential development.

CPIM: 12/11/2025

Planning Commission (PC): 1/06/2026

Mayor & City Council: 1/26/2026

Sign Posted/ Legal Ad(s) submitted: 12/08/2025

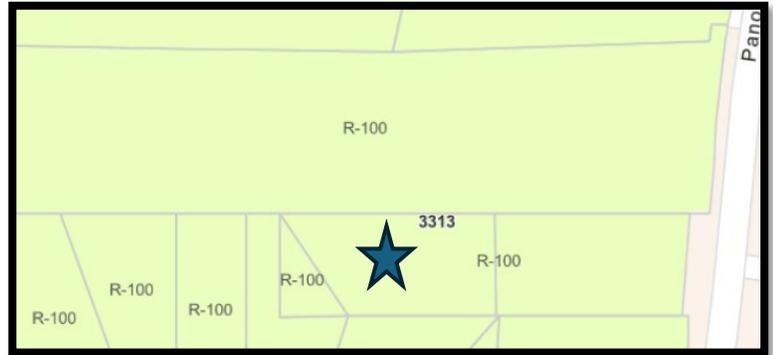
Staff Recommendations: APPROVAL w/ Conditions

PC Recommendation: TBD

PROJECT OVERVIEW

Location

The subject property is +/-0.49 acres situated on Panola Road in Stonecrest, Ga with a parcel identification of [16 022 01 246](#). Panola Road is a major east-west corridor through Stonecrest with residential and commercial land uses. The property abuts R-100 on all four sides.



Background

The City of Stonecrest Zoning Map has the property zoned R-100 (Residential Med Lot). The property is currently heavily wooded and vacant. The applicant’s survey indicates that there is no wetland area on the property. The applicant is requesting to rezone Tax Parcels 16 022 01 246 (3313 Panola Road) from R-100 (Residential Med Lot) to RSM (Residential Small Med Lot).



Adjacent and Surrounding Properties	Zoning (Petition Number)	Land Use
Applicant	R-100 (Residential Med Lot)	Vacant Land
Adjacent: North	R-100 (Residential Med Lot)	Vacant Land
Adjacent: West	R-100 (Residential Med Lot)	Single Family Residential
Adjacent: East	R-100 (Residential Med Lot)	Single Family Residential
Adjacent: South	R-100 (Residential Med Lot)	Single Family Residential



DIVISION 12. - RSM (SMALL LOT RESIDENTIAL MIX) DISTRICT

Sec. 2.12.1. - Statement of purpose and intent.

The purpose and intent of the City Council in establishing the RSM (Small Lot Residential Mix) District is as follows:

- A. To provide for the creation of For Sale residential neighborhoods that allow a mix of single-family attached and detached housing options;
- B. To provide flexibility in design and product on the interior of new development while protecting surrounding neighborhoods;
- C. To implement the future development map of the city's comprehensive plan.

Public Participation

Property owners within 1,000 feet of the subject property were mailed notices of the proposed rezoning in December 2025. There was a Community Planning Information Meeting (CPIM) held on December 11, at 6:00 p.m. at city hall. There were two (2) attendees who voiced concerns regarding the development.

A nearby resident stated is concerned that the development will landlock his property. Another resident expressed concerns regarding buffers, noise, pests, increased traffic, and potential accidents. He noted that a traffic study was previously conducted on Panola Road and that there was a proposal approximately ten years ago to widen the roadway. He also expressed concern that the development would be located directly behind existing residents' homes.

Building Elevations



Proposed Site Plan



SITE AREA CALCULATIONS

LOT SIZE = 3.713 AC

ZONING

JURISDICTION: CITY OF STONECREST
 EXISTING ZONING: R-100 (RESIDENTIAL)
 PROPOSED ZONING: RM (RESIDENTIAL)

DEVELOPMENT PROPOSAL

SFD (250'W X 100'D MIN.): 12 (23.23 UNITS/AC)
 OPEN SPACE REQUIRED: 20% (0.74 AC)
 OPEN SPACE PROVIDED: 32.2% (1.18 AC)

PARKING

MIN. CAR PARKING REQU. = 1.5/UNIT + 0.25/UNIT (GUEST)
 = 18 SPACES + 3 SPACES
 CAR PARKING PROVIDED = 24 SPACES + 4 SPACES

SETBACKS

FRONT YARD SETBACK: 20'
 SIDE YARD SETBACK: 10'
 REAR YARD SETBACK: 10'
 20' (CONC.)
 20' DISTURBED + REPLANTED (FURNACE)

STREETSCAPE REQUIREMENTS

LANDSCAPE STRIP WIDTH: 10'
 CONC. SIDEWALK: 6"

PROP. LANDSCAPE STRIP: 2'
 NOTED: REDUCTION REQUESTED DUE TO TRANSMISSION POLE*
 PROP. CONC. SIDEWALK: 6"

LANDSCAPE REQUIREMENTS

REQUIRED DENSITY: 55.69 UNITS (15 UNITS/AC)



SITE LOCATION MAP (NTS)

PANOLA ROAD RESIDENTIAL

3309 + 3313 PANOLA ROAD
 CITY OF STONECREST, DEKALB COUNTY, GEORGIA

OCTOBER 6, 2025

NOTE: PLANTING AND HARDSCAPE SHOWN IS FOR GRAPHIC REPRESENTATION ONLY. TREE REPLACEMENT WILL BE PREPARED IN ACCORDANCE WITH CITY OF STONECREST STANDARDS. SITE PLAN IS CONCEPTUAL.



DESIGN CONSULTING
 CONSTRUCTION MANAGEMENT

Site Photos



RZ25-000013

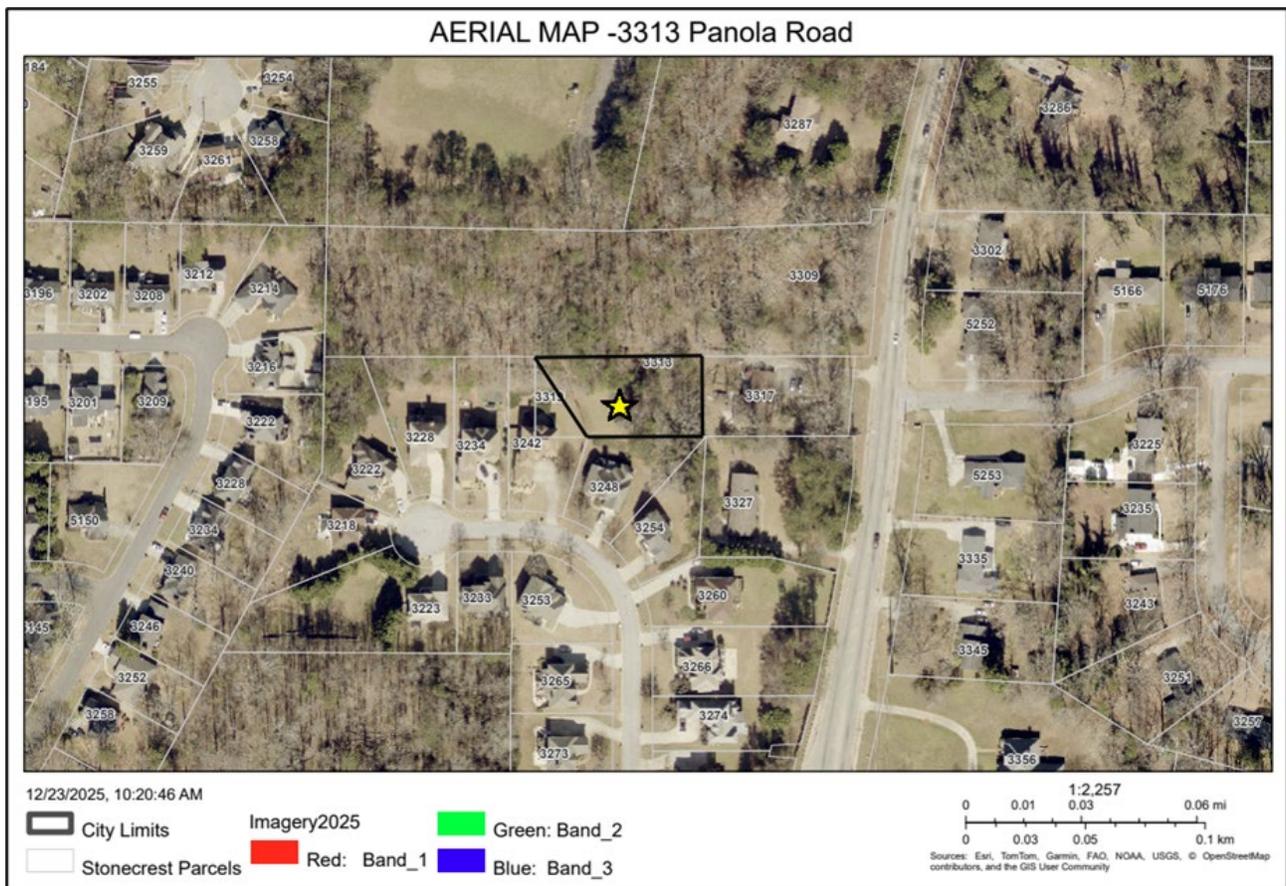
ADDRESS: **3313 Panola**

CURRENT ZONING: **R-100 (Residential Med Lot)**

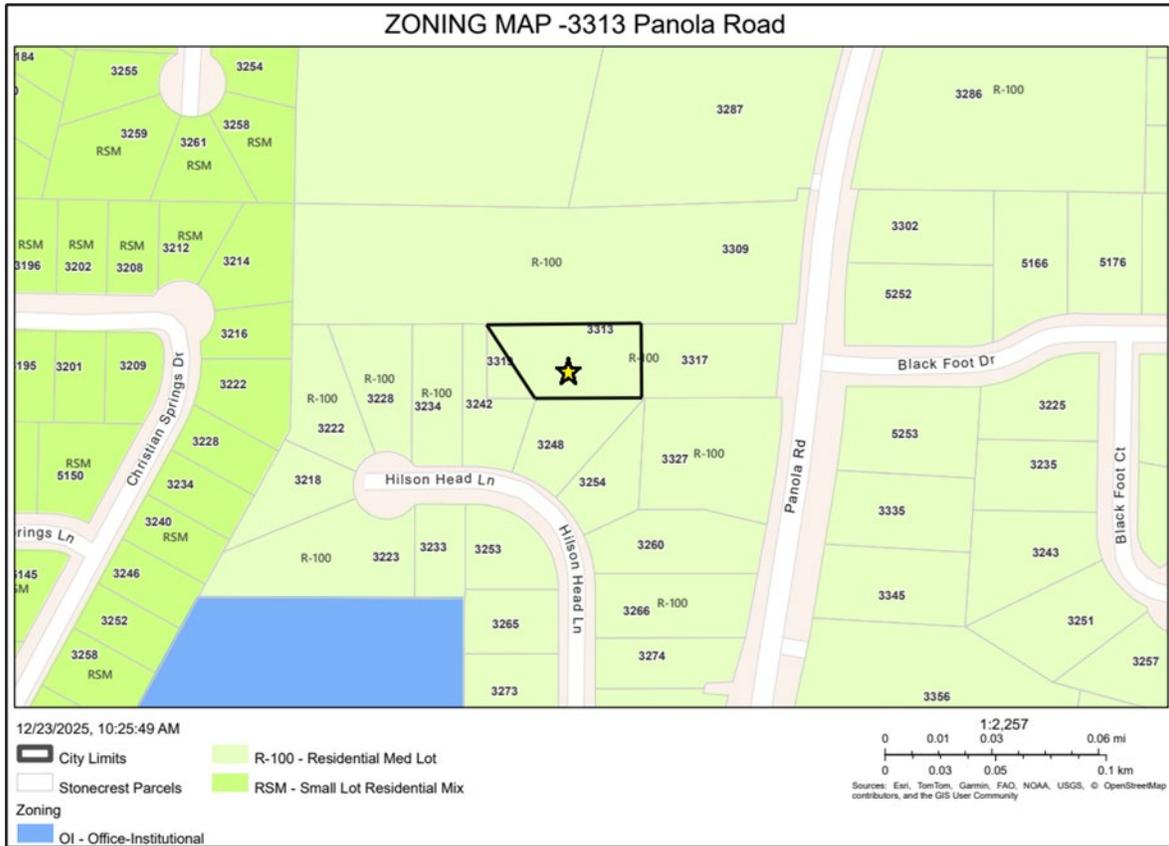
OVERLAY DISTRICT: N/A

FUTURE LAND USE: **SUB- Suburban**

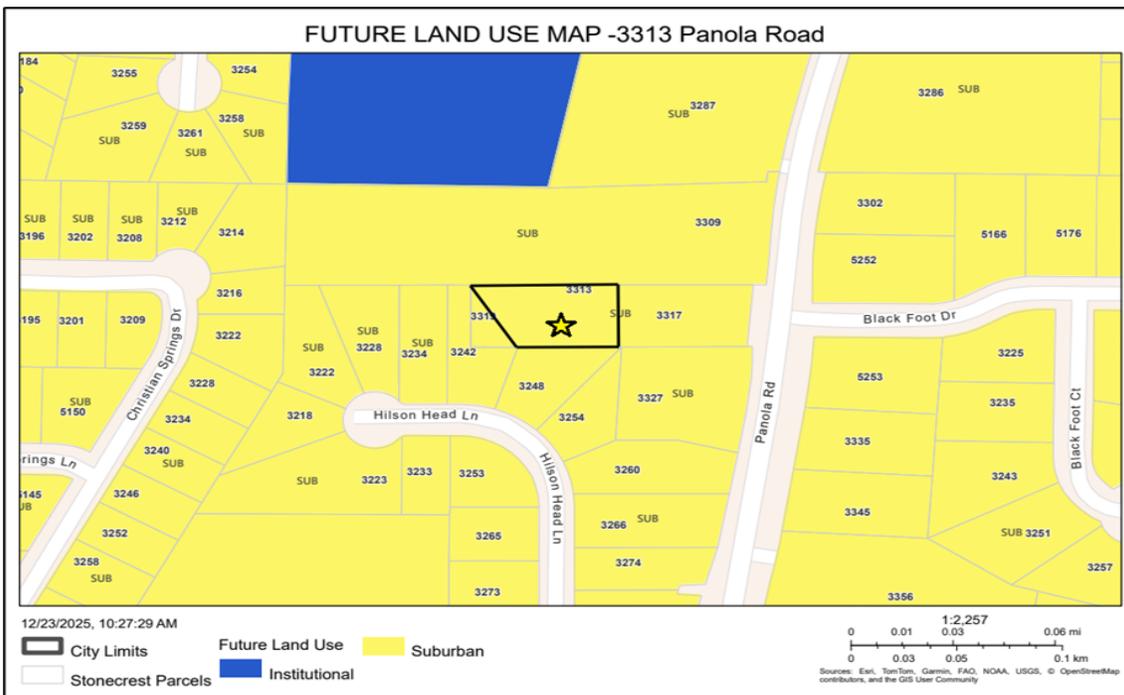
Aerial Map



Zoning Map



Future Land Use Map





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STANDARDS OF ZONING MODIFICATION 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.

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

Yes, the zoning proposal is generally in conformity with the policy and intent of the City of Stonecrest Comprehensive Plan. The proposed rezoning from R-100 to RSM is generally consistent with the City of Stonecrest Comprehensive Plan, supporting infill development, orderly growth, and housing diversity. The property’s location does not have lot frontage along Panola Road. However, with a correlating request from the abutting parcel it could support the increased density, and potential impacts can be addressed through site plan review and development conditions.

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

The zoning proposal will permit a use that is generally suitable in view of the use and development of adjacent and nearby properties. The proposed rezoning from R-100 to RSM allows a single-family residential use that is compatible with surrounding properties. While it permits higher density, potential impacts can be mitigated through site design and buffering, and the property’s location along Panola Road supports the proposed residential development.

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

The property retains reasonable economic use under its current R-100 zoning, which permits viable single-family residential development consistent with surrounding uses. Although the proposed rezoning to RSM would allow for a different development pattern and increased density, the property is not economically infeasible or unusable under the existing zoning classification.

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

The proposed rezoning from R-100 to RSM is not expected to adversely affect nearby properties, as it maintains single-family residential use consistent with the area. Potential impacts from increased density, traffic, and noise can be mitigated through site plan review and development standards. The property’s location along Panola Road supports compatible residential development.



5. 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 and changing conditions that affect the use and development of the property and provide supporting grounds for consideration of the zoning proposal. The property’s location along Panola Road and access to existing infrastructure support continued residential development and modest density increases consistent with the Comprehensive Plan. While concerns regarding traffic, buffering, and neighborhood compatibility exist, these conditions can be addressed through development standards and conditions, supporting further consideration of the rezoning request.

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

The proposed rezoning to RSM is not expected to impact historic or archaeological resources, as the property is undeveloped with no known historic structures or sites. Any discoveries during development would be addressed through standard mitigation and review processes.

7. 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 proposed RSM zoning for 12 single-family homes is not expected to overburden streets, utilities, or schools. Panola Road can accommodate the modest increase in traffic, existing utilities can support the development, and the impact on schools is minimal. Potential impacts can be managed through standard City review and mitigation measures.

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

The proposed rezoning to RSM (Residential Small Lot) is not expected to result in significant adverse environmental impacts provided that applicable development, stormwater, and landscaping regulations are followed. With proper site grading, erosion control, runoff management, and preservation of existing vegetation where feasible, potential impacts to land, water resources, and surrounding properties can be adequately mitigated.

STAFF RECOMMENDATION

Staff is recommending APPROVAL with the following conditions:

Development Standards:

The development shall have a minimum lot size of 10,000 square feet to be comparable to the adjacent RSM zoned property.



Site Plan Approval:

Prior to issuance of any permits, a detailed site plan shall be submitted and approved by the City, demonstrating compliance with all zoning, buffering, landscaping, and environmental requirements.

Buffering and Landscaping:

Adequate buffers and landscaping shall be provided along property lines adjacent to existing residential properties to minimize visual and noise impacts.

Tree preservation and additional vegetation shall be incorporated where it is feasible to maintain neighborhood character.

Traffic and Access Management:

All access points to Panola Road shall comply with City and Georgia Department of Transportation standards

Any required traffic mitigation measures identified during permitting or site plan review shall be implemented.

Stormwater and Environmental Protection:

Development shall comply with all stormwater management, grading, and erosion control regulations.

Measures shall be taken to protect existing vegetation, wetlands, and water quality where applicable.

Construction and Operational Impacts:

Construction activities shall be managed to minimize noise, dust, and disruption to adjacent properties.

Adequate trash, pest control, and safety measures shall be maintained during construction and operation.



Zoning Case History - 3309 & 3313 Panola Road

There was a Special Land Use Permit (SLUP) application reference to 3309 & 3313 Panola Road to construct a Place of Worship in 2023 (SLU23-000009). Mayor and City Council denied the referenced application as a result of the deferral meeting held on March 25, 2024.



Department of Planning and Zoning
3120 Stonecrest Boulevard, Suite 190
Stonecrest, Georgia 30038
☎ : (770) 519-2386
🌐 : stonecrestga.gov

March 29, 2024

Darrell Johnson
3375 Glenwood Road
Decatur, GA 30032

SLUP23-009

Applicant is seeking a Special Land Use Permit (SLUP) to construct a Place of Worship.

Location/Address: 3309 & 3313 Panola Road

Zoned: R-100 (Residential Medium Lot)

Parcel ID: 16 022 01 004 and 16 022 01 246

Owner: CCC Christ Gospel Parish

Council District: 3 (Councilwoman Alecia Washington)

Dear Petitioner,

This letter is to confirm that the Mayor and City Council denied the above referenced application as a result of the deferral meeting held on March 25, 2024.

Information related to application heard by the Mayor and City Council (MCC) copy of this letter may be found online using <https://www.citizenserve.com>. Thank you in advance for your cooperation and please do not hesitate to contact with any questions.

Sincerely,

Tre'Jon Singletary
Senior Planner



PLANNING COMMISSION (PC) RECOMMENDATION – January 6, 2026.

0



CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for SLUP 25-005 3802 Button Gate Court

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

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

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

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

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

Current Council Meeting: Wednesday, January 28, 2026

SUBMITTED BY: Shawanna Qawiy, Division Director Community Development

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: The applicant is seeking a Special Land use Permit (SLUP) to operate a childcare home.

FACTS: A special land use permit request to operate a childcare home.

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

RECOMMENDED ACTION: Choose an item. .

ATTACHMENTS:

- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - CPIM Meeting Minutes
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

**STATE OF GEROGIA
DEKALB COUNTY
CITY OF STONECREST**

ORDINANCE NO. ____ - _____

1 **AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST,**
2 **GEORGIA TO DENY A SPECIAL LAND USE PERMIT FOR PROPERTY LOCATED**
3 **AT 3802 BUTTON GATE COURT (PARCEL ID 16 014 03 033) TO OPERATE A**
4 **CHILDCARE INSTITUTE; TO PROVIDE SEVERABILITY; TO PROVIDE FOR**
5 **REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND**
6 **EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PUPOSES.**

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

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

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

13 **WHEREAS,** the City of Stonecrest has been vested with substantial powers, rights, and
14 functions to generally regulate the use of real property to maintain health, morals, safety, security,
15 peace, and the general welfare of the City; and

16 **WHEREAS,** the City received an application to operate a childcare institute; and

17 **WHEREAS,** pursuant to the City’s Zoning Ordinance applicants who desire to operate a
18 childcare institute must obtain a special land use permit; and

19 **WHEREAS**, the matter was heard in the City’s Community Planning Information Meeting
20 pursuant to the provisions of the City’s Zoning Procedures Law; and

21 **WHEREAS**, the City has properly advertised and held a public hearing before the
22 Planning Commission; and

23 **WHEREAS**, the City has properly advertised and held a public hearing pursuant to the
24 provisions of Georgia Zoning Procedures Law before the City Council prior to the adoption of this
25 Ordinance; and

26 **WHEREAS**, Planning and Zoning Staff recommends denial of a special land use permit
27 located at 3802 Button Gate; and

28 **WHEREAS**, the health, safety, and welfare of the citizens of the City will be positively
29 impacted by the adoption of this Ordinance.

30 **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF**
31 **THE CITY OF STONECREST, GEORGIA, as follows:**

32
33 **Section 1.** That SLUP 25-005, to operate a childcare institute at 3802 Button Gate is
34 DENIED.

35 **Section 2.** (a) It is hereby declared to be the intention of the Mayor and Council that all
36 sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their
37 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

38 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent
39 allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is
40 severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is
41 hereby further declared to be the intention of the Mayor and Council that, to the greatest extent
42 allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually
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48 dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.
 49 (c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for
 50 any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the
 51 valid judgment or decree of any court of competent jurisdiction, it is the express intent of the
 52 Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
 53 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
 54 of the remaining phrases, clauses, sentences, paragraphs or section of the Ordinance and that, to
 55 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
 56 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and
 57 effect.
 58 effect.
 59 effect.

60
 61 **Section 3.** The City Clerk, with the concurrence of the City Attorney, is authorized to
 62 correct any scrivener’s errors found in this Ordinance, including its exhibits, as enacted.
 63

64 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby
 65 expressly repealed.
 66

67 **Section 5.** The Ordinance shall be codified in a manner consistent with the laws of the
 68 State of Georgia and the City of Stonecrest.
 69

70 **Section 6.** It is the intention of the governing body, and it is hereby ordained that the
 71 provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of
 72 Stonecrest, Georgia.
 73
 74
 75
 76

SO ORDAINED AND EFFECTIVE this _____ day of _____, 2026.

[SIGNATURES TO FOLLOW]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

- 77
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SPECIAL LAND USE PERMIT ANALYSIS

Prepared By: Ramona Eversley, Senior Planner

Petition Number: SLUP 25-005

Applicant: Charms-Francine Williams
3802 Button Gate Ct
Lithonia, Ga 30038
fvwilliams8631@gmail.com

Property Owner: Francine Williams

Project Location: 3802 Button Gate Court [16 014 03 033](#)

District: 4 – Councilman George Turner, Jr.

Acreage: +/- 0.59 acres

Existing Zoning: R-100 (Residential Med Lot)

Overlay: None

Future Land Use: SUB- Suburban

Proposed Development/Request: The applicant is seeking to operate a CCI Child Care Institute in Compliance with GaSCORE Standards.

CPIM: 12/11/ 2025

Planning Commission: 1/6/2026

Mayor & City Council: 1/12/2026

Sign Posted/ Legal Ad(s) submitted: December 1, 2025

Staff Recommendations: **DENIAL**

Planning Commission: **TBD**

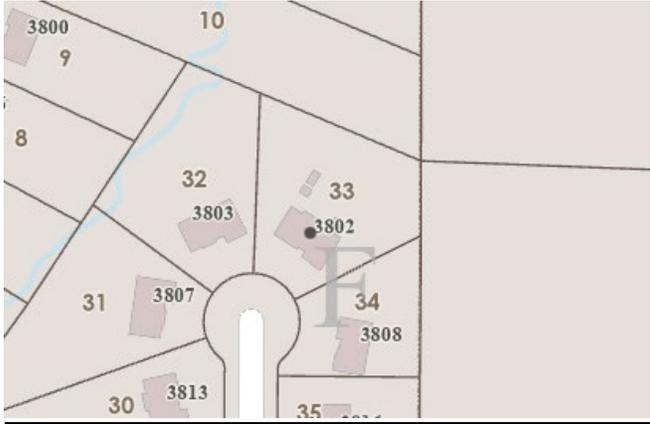
PROJECT OVERVIEW

SLUP 25-005

Location

The subject property is located at 3802 Button Gate Ct., Lithonia, GA 30038. The property is just south of Browns Mill Rd. Browns Mill Road is classified as a Minor Arterial.

The property zoned R-100 (Residential Med Lot) zoning district and the surrounding properties are zoned R-100 (Residential Med Lot).



Adjacent & Surrounding Properties	Zoning (Petition Number)	Land Use
Adjacent: North	R-100 (Residential Med Lot)	Residential (Single Family Home)
Adjacent: West	R-100 (Residential Med Lot)	Residential (Single Family Home)
Adjacent: East	R-100 (Residential Med Lot)	Residential (Single Family Home)
Adjacent: South	Browns Mill Road	Minor Arterial



Background

The property at 3802 Button Gate Court is part of a residential neighborhood in Lithonia, Georgia, located in Stonecrest, GA within the Atlanta metropolitan area. It is zoned R-100 (Residential Med Lot) and is 0.59 acres.

Button Gate Court lies within a residential enclave featuring predominantly single-family homes built around the year 2000. Nearby properties on Button Gate Court and adjacent streets typically consist of traditional single-family houses with lot sizes around 0.3–0.6 acres and square footage in the 2,500–3,500+ sq ft range, reflecting the character of the surrounding community.

DIVISION 2. - SUPPLEMENTAL USE REGULATIONS

Sec. 4.2.41. - Personal care homes and child caring institutions.

A. Personal care homes, general requirements.

1. If owned by a corporation, partnership, Limited Liability Company or any entity other than a natural person, the administrator identified in the state license application must reside in the personal care home. If owned by an individual, the individual owner must reside in the group personal care home.
2. Each personal care home must obtain a city license as well as all license(s) and/or permit(s) required by the State of Georgia before beginning to operate. Each personal care home licensed and/or permitted by the State of Georgia must display its state-issued and city-issued license(s) and/or permit(s) in plain view, visible from the front doorway of the facility.
3. No personal care home may display any exterior signage that violates the sign ordinance in chapter 21 of the Code or the sign provisions in the zoning regulations for the underlying zoning district where the personal care home is located.
4. Personal care homes may apply for an FHA Accommodation Variance as provided for in section 7.5.9 of this chapter.
5. No city permit for the operation of the personal care home shall be transferable.

B. Personal care home, group (up to six persons).

1. Two copies of complete architectural plans for the subject group personal care home, signed or sealed by a registered architect, shall be submitted to the director of planning prior to issuance of a building permit or business license.
2. Each group personal care home must provide at least four parking spaces within a driveway, garage or carport and must comply with any applicable requirements in article 6.
3. The home must be at least 1,800 sq. ft in size.
4. In order to prevent institutionalizing residential neighborhoods, no group personal care home located in a residential zoning district may be operated within 1,000 feet of any other group personal care home. The 1,000-foot distance requirement is measured by a straight line which is the shortest distance (i.e., "as the crow flies") between the property lines of the two tracts of land on which the group personal care homes are located.

C. Personal care home, (seven or more persons).

1. Two copies of complete architectural plans for the subject community personal care home, signed or sealed by a registered architect, shall be submitted to the director of planning prior to issuance of a building permit or business license.
2. Each community personal care home must provide at least one-half parking spaces for each employee and resident and must comply with any applicable requirements in article 6.

D. Child Care Home, and Child Care Facility general requirements.

1. If owned by a corporation, partnership, Limited Liability Company or any entity other than a natural person, the administrator identified in the state license application must reside in the child care home, facility. If owned by an individual, the individual owner must reside in the child care home, or child care facility.
2. No child care home, or child care facility shall be located within 1,500 feet of another child care home or child-care facility. The 1,500-foot distance requirement is measured by a straight line which is the shortest distance (i.e., "as the crow flies") between the property lines of the two tracts of land on which the child care homes, or child care facilities are located.
3. Each child caring home, and child care facility must obtain all license(s) and/or permit(s) required by the State of Georgia in order to operate. Each child caring institution must display its state-issued and city-issued license(s) and/or permit(s) in plain view, visible from the front doorway of the facility.

-
4. Child Care homes and Child Care facilities are not permitted in Multi-family dwellings.
 5. No child caring home, facility may display any exterior signage that violates the sign ordinance in chapter 21 of the Code or the sign provisions in the zoning regulations for the underlying zoning district where the personal care home is located.
 6. Each child care home, facility shall meet the minimum state requirements for playground size, location, and fencing.
- E. Child Care Homes, (up to five children).
1. Each group child care home must provide at least four parking spaces within a driveway, garage or carport, and must comply with any applicable requirements in article 6.
- F. Child Care Facility (six or more children).
1. Two copies of the complete architectural plans of the subject community child caring institution, signed and sealed by a registered architect, shall be submitted to the director of planning prior to issuance of a building permit or business license.
 2. Each community child caring institution must provide at least one-half parking spaces for each employee and resident and must comply with any applicable requirements in article 6.



Caption: An example Suburban Neighborhood Land Use in Stonecrest, GA

Suburban Neighborhood (SN): The Suburban Neighborhood area recognizes those areas of the city that have developed in traditional suburban land use patterns while encouraging new development to have increased connectivity and accessibility. These areas include those already developed and those under development pressures. Suburban Neighborhood areas are characterized by low-pedestrian orientation, limited transit access, scattered civic buildings, and curvilinear street patterns. The desired density for areas of this type is from 4 to 8 dwelling units per acre.

Use Descriptions: SF detached; Townhomes; Assisted Living facilities; Neighborhood Retail; Schools; Libraries; Parks and Related; Health Care, Civic

Maximum Density, Units/Acre: 4 to 8 du/ac

Permitted Districts: OI, OIT, NS, RSM, R100, R85, R75, R60, RNC

Zoning Classifications Legend

C-1: Local Commercial

C-2: General Commercial

HR-1: High-density Residential 1

HR-1: High-density Residential 2

HR-1: High-density Residential 3

M: Light Industrial

M-2: Heavy Industrial

MR-1: Medium-density Residential 1

MR-2: Medium-density Residential 2

MU-1: Mixed-use Low Density

MU-2: Mixed-use Low-Medium Density

MU-3: Mixed-use Medium Density

MU-4: Mixed-use High Density

MU-5: Mixed-use Very High Density

NS: Neighborhood Shopping

OD: Office-distribution

OI: Office-Institutional

OIT: Office-Institutional Transitional

R-60: Residential Medium Lot-60

R-75: Residential Medium Lot-85

R-85: Residential Medium Lot-85

R-100: Residential Medium Lot-100

RE: Residential Estate

RLG: Residential Large Lot

RNC: Residential Neighborhood Conservation

RSM: Small Lot Residential Mix

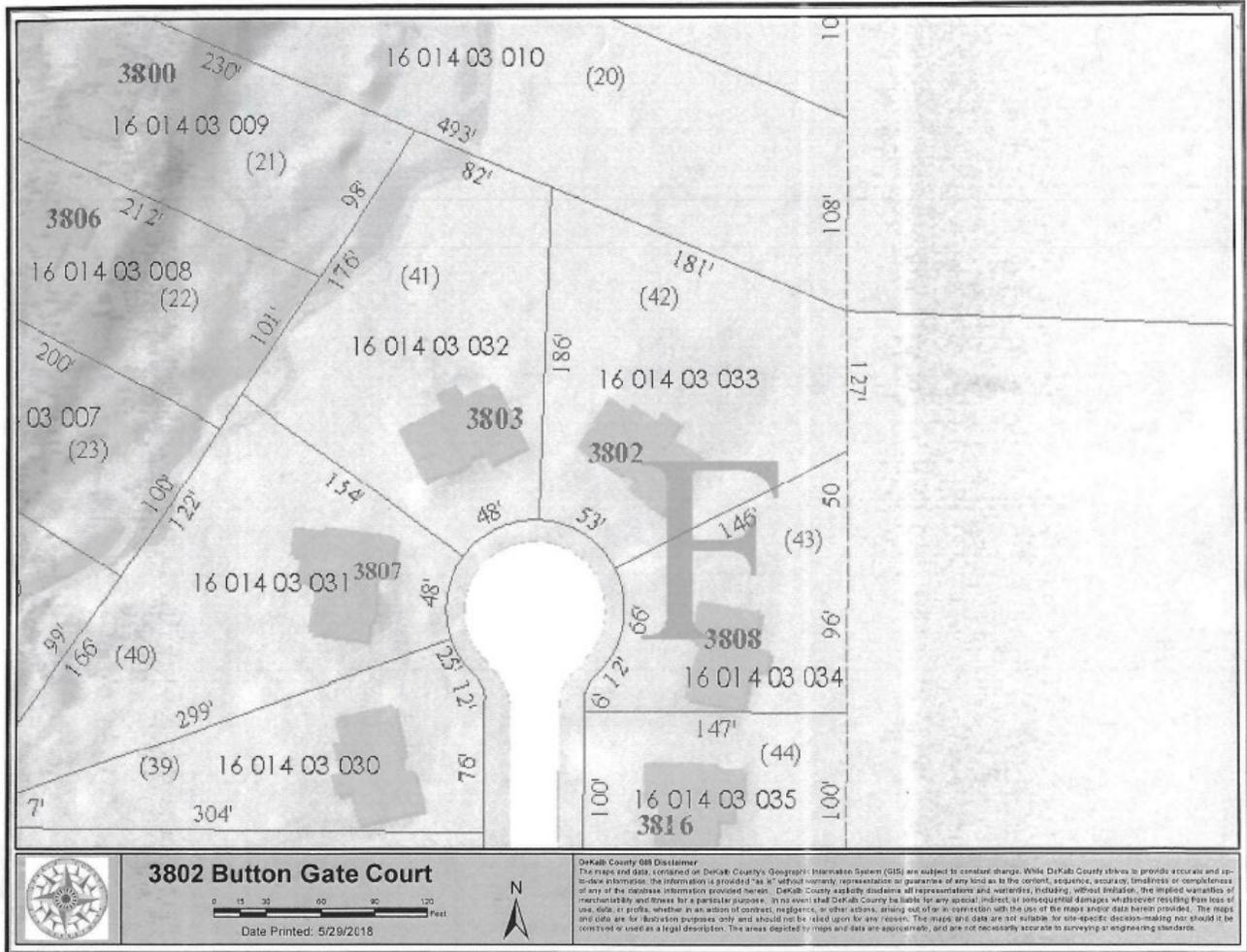


Public Participation

Property owners within 1,000 feet of the subject property were mailed notices of the proposed special land use permit in October. The Community Planning Information Meeting (CPIM) was held on December 11, 2025, at 6:00 pm at city hall. There was 1 resident in attendance that spoke in favor of the Child Care Institute at the meeting.

Plat





Pictures of the Residence





SLUP25-005

3802 Button Gate Ct.



SLUP 25-005

ADDRESS: **3802 BUTTON GATE COURT**

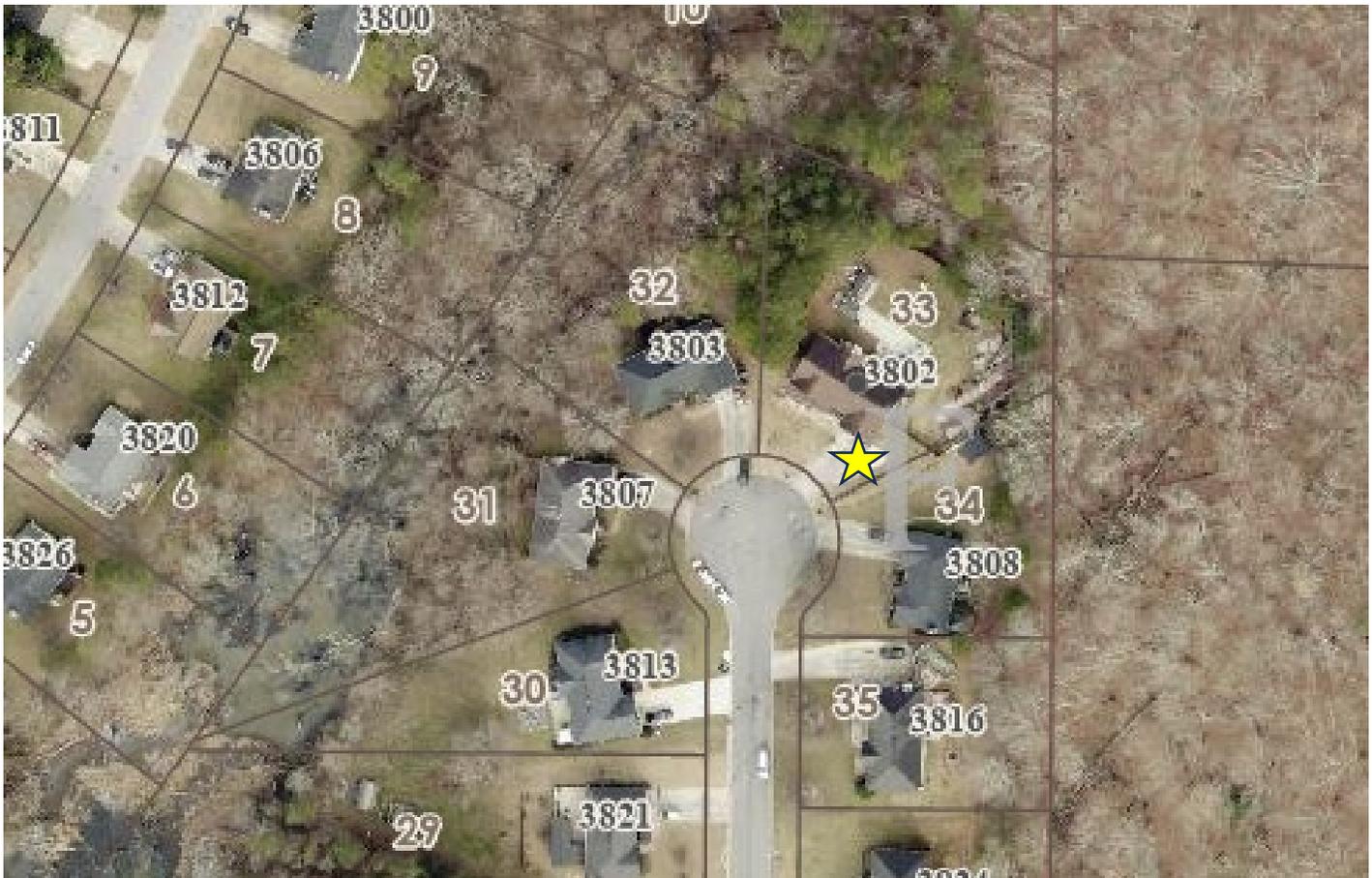
CURRENT ZONING: **R-100 (Residential Med Lot)**

OVERLAY: **None**

FUTURE LAND USE: **Suburban Neighborhood**



Ariel Map



Zoning Map



Future Land Use Map



STANDARDS OF REZONING REVIEW

Section 7.4.6 of the Stonecrest Zoning Ordinance list nineteen factors to be evaluated in consideration of granting a special land use permit. No application for a special land use permit shall be granted unless satisfactory provisions and arrangements have been made concerning each factor by the Community Development Department, Planning Commission and City Council. Each factor is listed with staff analysis.

A. Adequacy of the size of the site for the use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located.

Staff finds that the site at 3820 Button Gate Court may not be adequate to accommodate the proposed Child Care Institute in a manner consistent with the requirements of the R-100 zoning district. The application does not provide sufficient information regarding the number of children, required yards, open space, off-street parking, or operational layout. Without these details, it is unclear whether the site can safely and effectively support the proposed use while meeting all applicable zoning standards and maintaining compatibility with surrounding residential properties.

B. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district.

Staff is concerned that the proposed Child Care Institute may not be compatible with surrounding single-family homes due to unknown details about the number of children, staffing, and supervision. Potential impacts from increased traffic, noise, and activity could disrupt the residential character, and operating within an existing residence may not adequately mitigate these effects.

C. Adequacy of public services, public facilities, and utilities to serve the proposed use.

Staff finds that the application lacks sufficient information on the number of children, staffing, and operational needs to determine whether existing public services, facilities, and utilities can adequately support the proposed Child Care Institute. Without this information, staff cannot confirm that the site can be safely or effectively served.

D. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area.

The proposed use is located on Button Gate Court, a local residential street designed to serve low-volume neighborhood traffic. Button Gate Court provides adequate access to the subject property and connects to the surrounding roadway network, including nearby collector and arterial roads that serve the area. The traffic generated by the use is not expected to exceed the functional capacity of Button Gate Court or create undue congestion within the neighborhood. Missing information on the number of children, staff, and drop-off/pick-up activity makes it difficult to assess impacts, and increased traffic could cause congestion, and impede emergency access.

E. Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use.

Staff finds that existing land uses along access routes to 3820 Button Gate Court may be adversely affected by traffic associated with the proposed Child Care Institute. The application does not provide details regarding the number of children, staff, or anticipated drop-off and pick-up activity, making it difficult to evaluate traffic volume and patterns. Increased vehicle activity could disrupt the character of the neighborhood streets, create congestion.

F. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency.

The current access configuration is adequate to accommodate the proposed Child Care Institute and allows for safe and convenient entry and exit for staff, parents, and visitors. Traffic volumes associated with the proposed use are expected to be manageable and consistent with the capacity of the existing access points. The property is accessible to emergency vehicles, including fire, police, and emergency medical services, and the existing driveway access and on-site circulation are sufficient to allow emergency response vehicles to reach the site.

G. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use.

Staff is concerned that the proposed Child Care Institute may generate noise and activity that could negatively impact neighboring properties. Key operational details, including the number of children, staffing, and supervision methods, are unspecified, making it difficult to assess potential disruptions.

H. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use.

At this time, the proposed hours of operation for the Child Care Institute have not been clearly defined or committed to as part of the application. Without specific limitations on hours of operation, staff is unable to determine whether the proposed use would be compatible with adjoining residential properties. Child care facilities can generate early morning and late afternoon activity associated with drop-off and pick-up periods, which may conflict with the established residential character of the neighborhood. In the absence of clearly defined and enforceable hours, the potential exists for adverse impacts. Therefore, staff cannot conclude that the proposed use would not create adverse impacts on adjoining land uses by reason of its hours of operation.

I. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use.

Staff has concerns that the proposed manner of operation may create adverse impacts on adjoining land uses. While the facility is subject to state and county regulations, the application lacks detailed information regarding staffing ratio, supervision protocols, number of kids, and management of outdoor play areas. Without clear operational safeguards, there is potential for increased noise, traffic, and disturbances that could negatively affect neighboring properties. Additionally, the proposed operation within a residential structure may not adequately

accommodate the intensity of child care activities, raising concerns about compatibility with the surrounding single-family neighborhood.

J. Whether the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located.

The application does not provide sufficient details regarding the number of children, staffing, supervision, or operational procedures, which are essential to ensure compliance with the district's standards for residential compatibility, density, and site use. Without this information, staff cannot determine whether the proposed use would maintain the residential character of the neighborhood or meet the intent of the zoning district.

K. Whether the proposed use is consistent with the policies of the comprehensive plan.

While the Comprehensive Plan encourages educational and community-serving facilities, the application lacks critical details necessary to evaluate compatibility with surrounding residential uses. The total number of children to be served has not been clearly specified, and the applicant has not identified who will be responsible for monitoring and supervising the children during operation. Although the applicant indicated prior experience as a sheriff's officer, there is insufficient information regarding day-to-day operational oversight, staffing ratios, and procedures to ensure safety and proper care. Without this information, staff must conclude that the proposed use does not align with the Comprehensive Plan's goals of promoting neighborhood-supportive and compatible development.

L. Whether the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located.

The proposed use provides for all required buffer and transitional buffer zones in accordance with the regulations of the zoning district in which the property is located.

M. Whether there is adequate provision of refuse and service areas.

Adequate provision is made for refuse collection and service areas.

N. Whether the length of time for which the special land use permit is granted should be limited in duration.

The Special Land Use Permit will be granted to the applicant for the requested use and is not transferable. If the use is discontinued, the permit will expire.

O. Whether the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings.

The size, scale, and massing of the proposed building are appropriate in relation to the size of the subject property and are compatible with the size, scale, and massing of adjacent and nearby lots and houses.

P. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources.

There are no historical buildings or archeological resources that staff are aware of in the area.

Q. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit.

Staff finds that the proposed Child Care Institute does not meet the supplemental regulations for a special land use permit due to missing information on the number of children, staffing, supervision, and operational procedures, making it unclear whether the use would comply with safety, site, and neighborhood compatibility standards.

R. Whether the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height.

The proposed use will not create a negative shadow impact on any adjoining lot or building as a result of the proposed building height.

S. Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.

Staff finds that missing information the proposed use makes it difficult to evaluate potential impacts, and increased traffic, noise, and activity could conflict with the residential character. The use within an existing residence may also be inconsistent with the Comprehensive Plan's objectives for compatible and neighborhood-supportive development.

STAFF RECOMMENDATION

Based on the review of the application for SLUP25-005 to operate a Child Care Institute at 3820 Button Gate Court, staff recommend **DENIAL** of the special land use permit. The application lacks critical information necessary to evaluate the proposed use. Due to these deficiencies, staff cannot support the approval of the special land use permit.

PLANNING COMMISSION RECOMMENDATION –

TBD



Attachment(s): SLUP 25-005 Application Materials



Attachment(s): Community Planning Information Meeting (CPIM) Summary Minutes



CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for SLUP 25-007 SLUP 1695 Spring Hill Cove

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: Wednesday, January 28, 2026

SUBMITTED BY: Shawanna Qawiy, Divisions Director Community Development Department

PRESENTER: Shawanna Qawiy, Divisions Director, Community Development Department

PURPOSE: A special land use permit to operate a personal care home.

FACTS: The applicant is requesting a special land use permit to operate a personal care home.

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

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

ATTACHMENTS:

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

**STATE OF GEROGIA
DEKALB COUNTY
CITY OF STONECREST**

ORDINANCE NO. ____ - _____

1 **AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST,**
2 **GEORGIA TO DENY A SPECIAL LAND USE PERMIT ON PROPERTY LOCATED AT**
3 **1695 PANOLA ROAD (PARCEL ID 16 131 01 157) TO OPERATE A PERSONAL CARE**
4 **HOME; TO PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF**
5 **CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE**
6 **DATE; AND TO PROVIDE FOR OTHER LAWFUL PUPOSES.**

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

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

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

13 **WHEREAS,** the City of Stonecrest has been vested with substantial powers, rights, and
14 functions to generally regulate the use of real property to maintain health, morals, safety, security,
15 peace, and the general welfare of the City; and

16 **WHEREAS,** the City received an application to operate a personal care home; and

17 **WHEREAS,** pursuant to the City’s Zoning Ordinance applicants who desire operate a
18 personal care home must obtain a special land use permit; and

19 **WHEREAS**, the matter was heard in the City’s Community Planning Information Meeting
20 pursuant to the provisions of the City’s Zoning Procedures Law; and

21 **WHEREAS**, the City has properly advertised and held a public hearing before the
22 Planning Commission; and

23 **WHEREAS**, the City has properly advertised and held a public hearing pursuant to the
24 provisions of Georgia’s Zoning Procedures Law before the City Council prior to the adoption of
25 this Ordinance; and

26 **WHEREAS**, Planning and Zoning Staff recommends denial of special land use permit
27 located at 1695 Panola Road; and

28 **WHEREAS**, the health, safety, and welfare of the citizens of the City will be positively
29 impacted by the adoption of this Ordinance.

30 **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF**
31 **THE CITY OF STONECREST, GEORGIA, as follows:**

32
33 **Section 1.** That SLUP 25-007, to operate a personal care home at 1695 Panola Road is
34 DENIED.

35 **Section 2.** (a) It is hereby declared to be the intention of the Mayor and Council that all
36 sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their
37 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

38 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent
39 allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is
40 severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is
41 hereby further declared to be the intention of the Mayor and Council that, to the greatest extent
42 allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually
43
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48 dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.
 49 (c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for
 50 any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the
 51 valid judgment or decree of any court of competent jurisdiction, it is the express intent of the
 52 Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
 53 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
 54 of the remaining phrases, clauses, sentences, paragraphs or section of the Ordinance and that, to
 55 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
 56 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and
 57 effect.
 58 effect.
 59 effect.

60
 61 **Section 3.** The City Clerk, with the concurrence of the City Attorney, is authorized to
 62 correct any scrivener’s errors found in this Ordinance, including its exhibits, as enacted.
 63

64 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby
 65 expressly repealed.
 66

67 **Section 5.** The Ordinance shall be codified in a manner consistent with the laws of the
 68 State of Georgia and the City of Stonecrest.
 69

70 **Section 6.** It is the intention of the governing body, and it is hereby ordained that the
 71 provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of
 72 Stonecrest, Georgia.
 73
 74
 75
 76

SO ORDAINED AND EFFECTIVE this _____ day of _____, 2026.

[SIGNATURES TO FOLLOW]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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SPECIAL LAND USE PERMIT ANALYSIS

Prepared By: Ellis Still, Deputy Director of Planning & Zoning

Petition Number: SLUP 25-007

Applicant: Michael Stewart
1695 Spring Hill Cove
Lithonia, GA 30058
stewartmichaelz@yahoo.com

Property Owner: Michael Stewart
1695 Spring Hill Cove
Lithonia, GA 30058
stewartmichaelz@yahoo.com

Project Location: 1695 Panola Road (Parcel ID 16 131 01 157)

District: 1 – Councilwoman Tara Graves

Acreage: +/- 0.27 acres

Existing Zoning: RSM (Small Lot Residential Mix) District

Overlay: N/A

Future Land Use: Suburban (SUB)

Proposed Development/Request: The applicant is seeking to operate a personal care home.

CPIM: December 11, 2025

Planning Commission: January 6, 2026

Mayor & City Council: January 26, 2026

Sign Posted/ Legal Ad(s) submitted: November 24, 2025

Staff Recommendations: **Denial**

Planning Commission: **TBD**

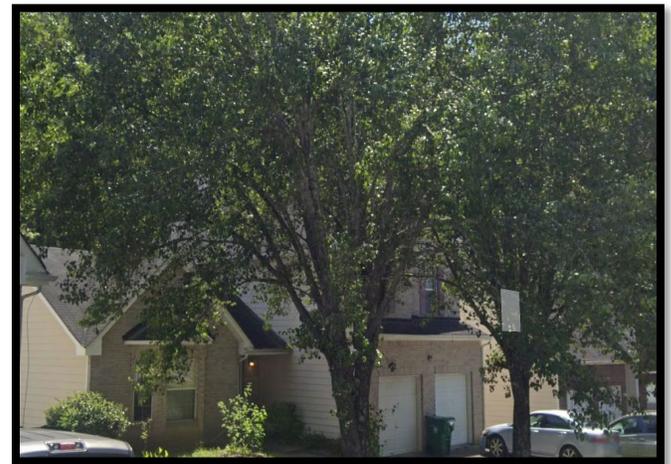
PROJECT OVERVIEW

Location The subject property is located at 1695 Spring Hill Cove, Lithonia, GA 30058 in the Rogers Crossing Subdivision off of Rogers Lake Road. Rogers Lake Road is classified as a Collector.

The property zoned RSM (Small Lot Residential Mix) zoning district and most of the surrounding properties are zoned RSM (Small Lot Residential Mix).



Adjacent & Surrounding Properties	Zoning (Petition Number)	Land Use
Adjacent: North	RSM- (Small Lot Residential Mix) District	Residential (Single Family Home)
Adjacent: West	RSM- (Small Lot Residential Mix) District	Residential (Single Family Home)
Adjacent: East	RSM- (Small Lot Residential Mix) District	Residential (Single Family Home)
Adjacent: South	RSM- (Small Lot Residential Mix) District	Residential (Single Family Home)



Background The zoning classification is RSM- Small Lot Residential Mix.

The property is developed as a single-family home in the Rogers Crossing Subdivision. The property has been used as a residence since it was built in 2002.

There is another application for a personal care home in the neighborhood that was applied for in March of 2025. The home consists of 2,162 square feet and sits on 0.27 acre.

According to [Division 12, Section 2.12.1](#) The purpose and intent of the City Council in establishing the RSM (Small Lot Residential Mix) District is as follows: A. To provide for the creation of For Sale residential neighborhoods that allow a mix of single-family attached and detached housing options; B. To provide flexibility in design and product on the interior of new development while protecting surrounding neighborhoods;

DIVISION 2. - SUPPLEMENTAL USE REGULATIONS

Sec. 4.2.41. - Personal care homes and child caring institutions.

A. Personal care homes, general requirements.

1. If owned by a corporation, partnership, Limited Liability Company or any entity other than a natural person, the administrator identified in the state license application must reside in the personal care home. If owned by an individual, the individual owner must reside in the group personal care home.
2. Each personal care home must obtain a city license as well as all license(s) and/or permit(s) required by the State of Georgia before beginning to operate. Each personal care home licensed and/or permitted by the State of Georgia must display its state-issued and city-issued license(s) and/or permit(s) in plain view, visible from the front doorway of the facility.
3. No personal care home may display any exterior signage that violates the sign ordinance in chapter 21 of the Code or the sign provisions in the zoning regulations for the underlying zoning district where the personal care home is located.
4. Personal care homes may apply for an FHA Accommodation Variance as provided for in section 7.5.9 of this chapter.
5. No city permit for the operation of the personal care home shall be transferable.

B. Personal care home, group (up to six persons).

1. Two copies of complete architectural plans for the subject group personal care home, signed or sealed by a registered architect, shall be submitted to the director of planning prior to issuance of a building permit or business license.
2. Each group personal care home must provide at least four parking spaces within a driveway, garage or carport and must comply with any applicable requirements in article 6.
3. The home must be at least 1,800 sq. ft in size.
4. In order to prevent institutionalizing residential neighborhoods, no group personal care home located in a residential zoning district may be operated within 1,000 feet of any other group personal care home. The 1,000-foot distance requirement is measured by a straight line which is the shortest distance (i.e., "as the crow flies") between the property lines of the two tracts of land on which the group personal care homes are located.

C. Personal care home, (seven or more persons).

1. Two copies of complete architectural plans for the subject community personal care home, signed or sealed by a registered architect, shall be submitted to the director of planning prior to issuance of a building permit or business license.
2. Each community personal care home must provide at least one-half parking spaces for each employee and resident and must comply with any applicable requirements in article 6.



Caption: An example Suburban Neighborhood Land Use in Stonecrest, GA

Suburban Neighborhood (SN): The Suburban Neighborhood area recognizes those areas of the city that have developed in traditional suburban land use patterns while encouraging new development to have increased connectivity and accessibility. These areas include those already developed and those under development pressures. Suburban Neighborhood areas are characterized by low-pedestrian orientation, limited transit access, scattered civic buildings, and curvilinear street patterns. The desired density for areas of this type is from 4 to 8 dwelling units per acre.

Use Descriptions: SF detached; Townhomes; Assisted Living facilities; Neighborhood Retail; Schools; Libraries; Parks and Related; Health Care, Civic

Maximum Density, Units/Acre: 4 to 8 du/ac

Permitted Districts: OI, OIT, NS, RSM, R100, R85, R75, R60, RNC

Zoning Classifications Legend

C-1: Local Commercial

C-2 General Commercial

HR-1: High-density Residential 1

HR-1: High-density Residential 2

HR-1: High-density Residential 3

M: Light Industrial

M-2 Heavy Industrial

MR-1: Medium-density Residential 1

MR-2: Medium-density Residential 2

MU-1: Mixed-use Low Density

MU-2: Mixed-use Low-Medium Density

MU-3: Mixed-use Medium Density

MU-4: Mixed-use High Density

MU-5: Mixed-use Very High Density

NS: Neighborhood Shopping

OD: Office-distribution

OI: Office-Institutional

OIT: Office-Institutional Transitional

R-60: Residential Medium Lot-60

R-75: Residential Medium Lot-85

R-85: Residential Medium Lot-85

R-100: Residential Medium Lot-100

RE: Residential Estate

RLG: Residential Large Lot

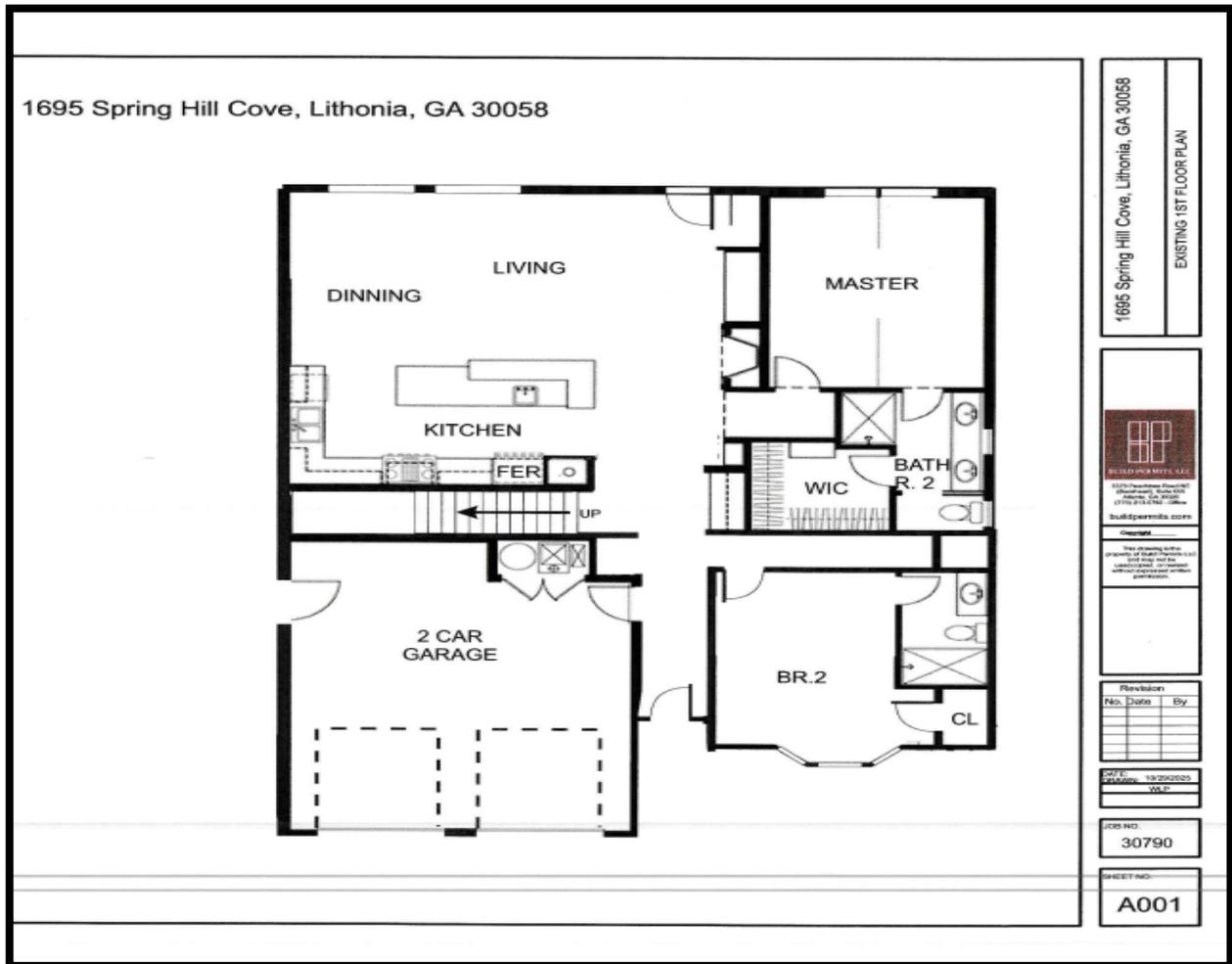
RNC: Residential Neighborhood Conservation

RSM: Small Lot Residential Mix

Public Participation

Property owners within 1,000 feet of the subject property were mailed notices of the proposed special land use permit in July. The Community Planning Information Meeting (CPIM) was held on December 11, 2025, at 6:00 pm at city hall. There were no residents in attendance at the meeting to speak on this request. One resident inquired about the vetting and oversight of professional personal care providers and the methods that would be used to ensure proper care for seniors. Staff also asked whether the applicant would reside at the residence; the applicant stated that he would not, and that his brother would be living at the home. Staff advised the applicant that residency by the applicant is a requirement of the proposed use. Additional questions were raised regarding emergency preparedness, including the posting of emergency information, the number of residents to be housed at the location, visitation schedules, parking arrangements, and the number of vehicles that could be accommodated in the driveway. Another resident expressed concerns regarding observed traffic levels and prior police activity at the property, stating that these conditions could present safety concerns for elderly residents. The resident also noted that the street is narrower than others in the neighborhood, which could potentially impede emergency vehicle access during an emergency.

Submitted Floor Plan



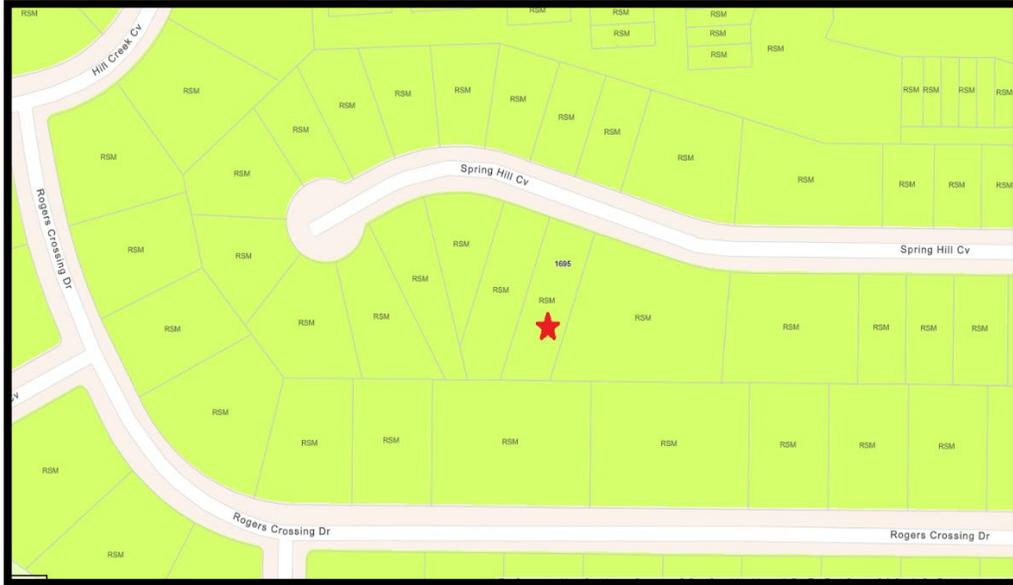
SLUP 24-009
ADDRESS: **3356 Panola Road**
CURRENT ZONING: **R-100 (Residential Med Lot) District**
OVERLAY: **None**
FUTURE LAND USE: **Suburban (SUB)**

 **Subject Property**

Aerial Map



Zoning Map



Future Land Use Map



STANDARDS OF REZONING REVIEW

Section 7.4.6 of the Stonecrest Zoning Ordinance list nineteen factors to be evaluated in consideration of granting a special land use permit. No application for a special land use permit shall be granted unless satisfactory provisions and arrangements have been made concerning each factor by the Community Development Department, Planning Commission and City Council. Each factor is listed with staff analysis.

- A. Adequacy of the size of the site for the use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located.**

The property was developed in the early 2000's as part of a single-family home subdivision. The subject property consists of approximately +/- 0.27 acres of residential zone land. The lot is narrow and the home is tightly placed on the lot. The setbacks appear to be met. The lot has appropriate parking for four vehicle spaces. There is enough lot area in the rear of the property to accommodate the required open space.

- B. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district.**

The proposal is consistently compatible with the residential zone district and the existing residential developed properties. The site has a single-family dwelling on the land. The proposal for a personal care home is allowed, per Section 2.12.2, Permitted and Special Land Uses that governs the site. There is another personal care home within the neighborhood. It is permitted because it meets the required 1,000 feet distance requirement.

- C. Adequacy of public services, public facilities, and utilities to serve the proposed use.**

The property is located off Rogers Lake Road, which is a collector road and has access to existing developed public facilities and utilities.

- D. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area.**

Rogers Lake Road is an existing roadway with a varied public right-of-way width. There is adequate traffic-carrying capacity along the roadway.

- E. Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use.**

The proposed personal care home would not adversely affect the character of the vehicles or volume of traffic generated. The standard traffic volume for the site would likely be a very modest increase. The possible need for medical assistance would not likely be more than what currently exists.

- F. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency.**

Adequate ingress and egress are provided from Spring Hill Cove. There are no sidewalks available for pedestrian walkability along the frontage of the subject property or throughout the subdivision. The subject property is near a cul-de-sac and should accommodate the requirements of Fire and Emergency Services as far as access.

- G. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use.**

The proposed use should not adversely impact adjoining land uses by reason of noise, smoke, odor, dust, or vibration generated from a personal care home.

- H. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use.**

The proposed use hours of operations should not create adverse impacts upon the adjoining land use. The applicant Letter of Intent indicate that there would be 24 hours can for 7 days a week.

- I. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use.**

The applicant stated that his brother would be staying at the home. This could adversely impact adjoining land use by reason of manner of operation. It was stated at the CPIM meeting that there have been past issues involving the police at this location and the applicant's brother. These activities and the applicant not being on the site of the business are cause for concern.

- J. Whether the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located.**

The proposed use is otherwise consistent with the requirements of the zoning district in accordance with Article 2 – District Regulations Table 4.1 – Division 12, Section 2.12.2 (C).

- K. Whether the proposed use is consistent with the policies of the comprehensive plan.**

The use is consistent with the policies of the comprehensive plan and is permitted by the zoning ordinance as a special land use permit. The comprehensive list "*Assisted Living Facilities*" as a one of the use descriptions.

- L. Whether the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located.**

The proposed use would be in an existing neighborhood and have adequate space required for the proposed use. The uses in the surrounding neighborhood are all similar in nature.

M. Whether there is adequate provision of refuse and service areas.

There are currently refuse and services provided at the property. The use would not change any of the current services.

N. Whether the length of time for which the special land use permit is granted should be limited in duration.

The Special Land Use Permit will be granted to the applicant for the requested use and is not transferable. If the use is discontinued, the permit will expire.

O. Whether the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings.

The size, scale and mass of the proposed development are appropriate in relation to the size of the subject property and in relation to the size and scale of the adjacent and nearby lots and buildings.

P. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources.

There are no historical buildings or archeological resources that staff are aware of in the area.

Q. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit.

The proposed use does not meet the requirements of the supplemental regulations. The supplemental regulations states *"If owned by an individual, the individual owner must reside in the group personal care home."* The applicant has stated that his brother will be residing at the property.

R. Whether the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height.

The proposed use will not create a negative shadow impact on any adjoining lot or building as a result of building height. The building height is not proposing to change with this request.

S. Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.

The proposed use would not necessarily benefit to the community as a whole due to an existing personal care home in the same subdivision. The could be a conflict with the existing personal care home and cause unwanted confusion in the community.



STAFF RECOMMENDATION

Based on the review of the application and supporting materials, Staff finds that several required findings for approval have not been adequately addressed and that the supplemental requirements associated with the proposed special land use permit have not been met. Specifically, outstanding concerns remain regarding compliance with operational standards, residency requirements, and site-related considerations necessary to ensure compatibility with surrounding properties and the protection of public health, safety, and welfare. As a result, Staff has concluded that the proposed use does not meet the criteria established by the zoning ordinance. Therefore, Staff recommends **DENIAL** of the requested special land use permit.

PLANNING COMMISSION RECOMMENDATION – January 26, 2026

TBD



Attachment(s): SLUP 24-006 Application Materials



Attachment(s): Community Planning Information Meeting (CPIM) Summary Minutes



CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for SLUP 25-006 5940 Fairington Road

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

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

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): 12/18/25 & Click or tap to enter a date.

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

Current Council Meeting: Wednesday, January 28, 2026

SUBMITTED BY: Shawanna Qawiy, Division Director Community Development

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: The applicant is requesting a Special Land Use Permit (SLUP) approval to re-open a liquor store.

FACTS: The applicant is requesting a SLUP to re-open a liquor store that closed in June of 2025.

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

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

ATTACHMENTS:

- (1) Attachment 1 - Ordinance
- (2) Attachment 2 - Staff Analysis/Summary
- (3) Attachment 3 - CPIM Meeting Minutes
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

**STATE OF GEROGIA
DEKALB COUNTY
CITY OF STONECREST**

ORDINANCE NO. ____ - _____

1 **AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST,**
2 **GEORGIA TO APPROVE SPECIAL LAND USE PERMIT SLUP 25-006 ON PARCEL**
3 **NUMBER 16 074 01 002 TO RE-ESTABLISH A LIQUOR STORE AT 5940 FAIRINGTON**
4 **ROAD; TO PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF**
5 **CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE**
6 **DATE; AND TO PROVIDE FOR OTHER LAWFUL PUPOSES.**

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

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

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

13 **WHEREAS,** the City of Stonecrest has been vested with substantial powers, rights, and
14 functions to generally regulate the use of real property to maintain health, morals, safety, security,
15 peace, and the general welfare of the City; and

16 **WHEREAS,** the City received an application to re-establish a liquor store at 5940
17 Fairington Road; and

18 **WHEREAS**, pursuant to the City’s Zoning Ordinance applicants who desire to operate a
19 liquor store in the C-1 (Local Commercial) zoning district must obtain a special land use permit;
20 and

21 **WHEREAS**, the matter was heard in the City’s Community Planning Information Meeting
22 pursuant to the provisions of the City’s Zoning Procedures Law; and

23 **WHEREAS**, the City has properly advertised and held a public hearing before the
24 Planning Commission for SLUP 25-006; and

25 **WHEREAS**, the City has properly advertised and held a public hearing pursuant to the
26 provisions of Georgia’s Zoning Procedures Law before the City Council prior to the adoption of
27 this Ordinance; and

28 **WHEREAS**, the Director of Planning and Zoning recommends approval with conditions
29 of special land use permit SLUP 25-006 of property located at 5940 Fairington Road; and

30 **WHEREAS**, the health, safety, and welfare of the citizens of the City will be positively
31 impacted by the adoption of this Ordinance.

32 **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF**
33 **THE CITY OF STONECREST, GEORGIA, as follows:**

34
35 **Section 1.** That SLUP 25-006, to re-establish a liquor store at 5940 Fairington Road,
36 satisfying section 7.4.6 of Division 4 of Article 7 and Division 2 of Article 4 in Chapter 27 of the
37 City of Stonecrest Code of Ordinances, **APPROVED WITH CONDITIONS** as follows:

- 38 1. The fencing and dumpster area shall be painted in a consistent color as the building.
39 2. Landscaping shall be installed to beautify the property and screen the parking areas.
40 3. The monument sign near the western boundary of the property shall be removed.

41 4. The property owner shall install and maintain high-resolution exterior security cameras
42 covering all entrances, parking areas, and loading zones. Footage must be stored for a
43 minimum of 30 days and made accessible to law enforcement upon request.

44 5. No consumption of alcohol shall be permitted on the premises, and clear signage shall
45 be posted to that effect.

46 **Section 2.** (a) It is hereby declared to be the intention of the Mayor and Council that all
47 sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their
48 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

55 (c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for
56 any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the
57 valid judgment or decree of any court of competent jurisdiction, it is the express intent of the
58 Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
59 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
60 of the remaining phrases, clauses, sentences, paragraphs or section of the Ordinance and that, to
61 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
62 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and
63 effect.
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73 **Section 3.** The City Clerk, with the concurrence of the City Attorney, is authorized to
74 correct any scrivener’s errors found in this Ordinance, including its exhibits, as enacted.

75 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby
76
77 expressly repealed.

78
79 **Section 5.** The Ordinance shall be codified in a manner consistent with the laws of the
80
81 State of Georgia and the City of Stonecrest.

82
83 **Section 6.** It is the intention of the governing body, and it is hereby ordained that the
84
85 provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of
86
87 Stonecrest, Georgia.

SO ORDAINED AND EFFECTIVE this _____ day of _____, 2025.

[SIGNATURES TO FOLLOW]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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SPECIAL LAND USE PERMIT ANALYSIS

Prepared By: Ellis Still, Deputy Director

Petition Number: SLUP 25-006

Applicant: Abdullahi Abdi
5940 Fairington Road
Stonecrest, GA 30038
fairingtonliquor@gmail.com

Property Owner: Akporokah Julius
5970-B Fairington Road
Stonecrest, GA 30038

Project Location: 5940 Fairington Road (Parcel ID 16 074 01 002)

District: 3 – Councilwoman Alicia Washington

Acreage: +/- 1.48 acres

Existing Zoning: C-1 (Local Commercial) District

Overlay: None

Future Land Use: Urban Neighborhood (UN)

Proposed Development/Request: The applicant is seeking to re-establish a liquor store.

CPIM: November 13, 2025

Planning Commission: December 2, 2025

Mayor & City Council: December 16, 2025

Sign Posted/ Legal Ad(s) submitted: October 27, 2025

Staff Recommendations: **APPROVAL**

Planning Commission: **TBD**

PROJECT OVERVIEW

SLUP 25-006

Location

The subject property is located at 5940 Fairington Road, Stonecrest, GA 30038. The property is just south of Interstate 20 close to the intersection of Fairington Road and Chupp Road. Fairington Road is classified as a Collector Road.

The property zoned C-1 (Local Commercial) zoning district and the surrounding properties are zoned C-1 (Local Commercial) and MR-1 (Medium Density Residential).



Adjacent & Surrounding Properties	Zoning (Petition Number)	Land Use
Adjacent: North	Interstate 20	Interstate
Adjacent: West	RSM (Small Lot Residential) District	Residential (Single Family Home)
Adjacent: East	C-1 (Local Commercial) District	Commercial (Convenience Store/Gas Station)
Adjacent: South	MR-1 (Med Density Residential) District	Residential (Tiburon Townhome Community)



Background

The property is zoned C-1 (Local Commercial) and is 1.48 acres in area. The property consists of 2 buildings and 2 accessory buildings. The primary structures comprise 9,152 square feet of building. The structure was built in 1971.

There are approximately 7 suites between the two buildings. There appears to currently be two vacant suites. The proposed request is to re-establish a liquor store. The previous tenant in the space was a liquor store that closed in June 2025 according to City records.

According to the City Council [DIVISION 26. - C-1 \(LOCAL COMMERCIAL\) DISTRICT | Code of Ordinances | Stonecrest, GA | Municode Library](#) the purpose and intent of the City Council in establishing the C-1 (Local Commercial) District is as follows: A. To provide convenient local retail shopping and service areas within the city for all residents; B. To provide for quality control in development through materials and building placement; C. To ensure that the uses authorized within the C-1 (Local Commercial) District are those uses which are designed to serve the convenience shopping and service needs of groups of neighborhoods; D. To implement the future development map of the city's comprehensive plan.

DIVISION 2. - SUPPLEMENTAL USE REGULATIONS

Sec. 4.2.19. - Alcohol outlets, retail, package liquor store.

Sec. 4.2.41. - Personal care homes and child caring institutions.

A. Package stores shall not be located:

1. Within 1,000 feet of an existing package store or alcohol outlet;
2. Within 600 feet of any residence, church, school, school building or grounds, educational facility, college campus, or sexually oriented business; or
3. Within 600 feet of a substance abuse treatment center owned, operated or approved by the state or any county or municipal government.

B. Alcohol outlets shall not be located:

1. Within 600 feet of any school building, school grounds, educational facility, college campus, or sexually oriented business; or
2. Within 600 feet of a substance abuse treatment center owned, operated, or approved by the state or any county or municipal government.

C. For the purpose of this section, distance shall be measured according to [chapter 4](#).

D. For alcohol sales as an accessory use to retail, the area devoted to the sale and storage of alcohol shall not exceed 20 percent of gross floor area.

E. The sale or distribution of individual cups and individual servings of ice at package stores is prohibited.

F. Alcohol outlets accessory to convenience stores with gas pumps require a special land use permit.



Caption: *An example of Urban Neighborhood Land Use in Stonecrest, GA*

Urban Neighborhood (UN): The Urban Neighborhood land use districts establish and preserve compact pedestrian-friendly neighborhoods and communities. The characteristics include higher pedestrian orientation, sidewalks, and more grid-like street patterns. This district may have on-street parking, small lots, and buildings closer to the front property line. These areas may have alleys and neighborhood-scale commercial scattered throughout. Microhousing units are permitted in this land use. The proposed density for areas of this type is from 6 to 12 dwelling units per acre.

Use Descriptions: Townhomes; Multi-family; Neighborhood Rentals; Small Scale Retail/Commercial

Maximum Density, Units/Acre: 6 to 12; up to 30 dwelling units per acre w/ density bonuses

Permitted Districts: MU1-3, C1, C2, RSM, R100-85, R75-60, MR1-2, HR-1-2-3

Zoning Classifications Legend

C-1: Local Commercial

C-2 General Commercial

HR-1: High-density Residential 1

HR-1: High-density Residential 2

HR-1: High-density Residential 3

M: Light Industrial

M-2 Heavy Industrial

MR-1: Medium-density Residential 1

MR-2: Medium-density Residential 2

MU-1: Mixed-use Low Density

MU-2: Mixed-use Low-Medium Density

MU-3: Mixed-use Medium Density

MU-4: Mixed-use High Density

MU-5: Mixed-use Very High Density

NS: Neighborhood Shopping

OD: Office-distribution

OI: Office-Institutional

OIT: Office-Institutional Transitional

R-60: Residential Medium Lot-60

R-75: Residential Medium Lot-85

R-85: Residential Medium Lot-85

R-100: Residential Medium Lot-100

RE: Residential Estate

RLG: Residential Large Lot

RNC: Residential Neighborhood Conservation

RSM: Small Lot Residential Mix



Public Participation

Property owners within 1,000 feet of the subject property were mailed notices of the proposed special land use permit in October. The Community Planning Information Meeting (CPIM) was held on November 13, 2025, at 6:00 pm at city hall. There were **eight (8) residents** in attendance that spoke at the meeting. Their concerns included: neighborhood character, safety, parking, and the property being used as a commercial use.

Aerial Map

SLUP 25-006

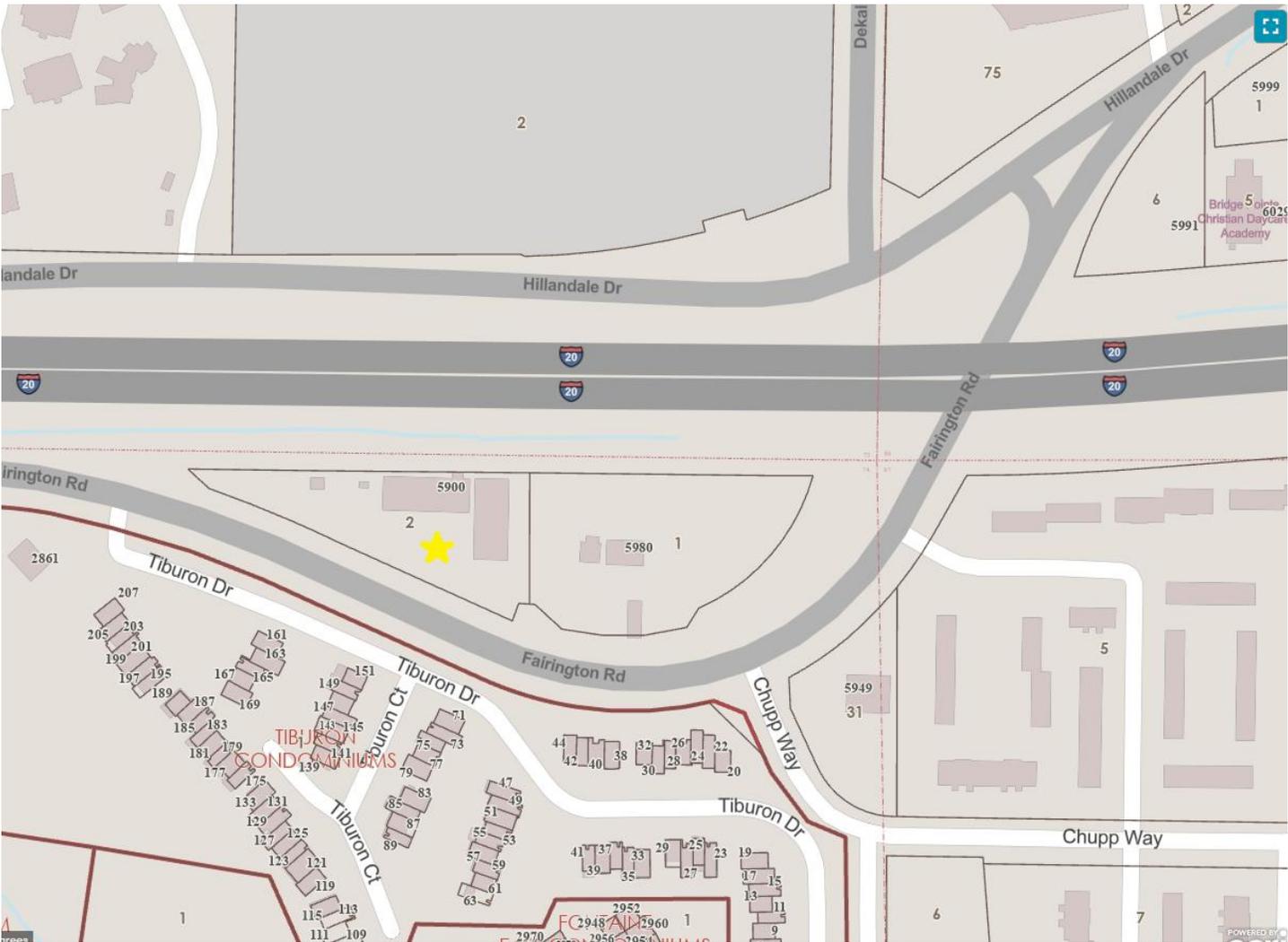
ADDRESS: **5940 Fairington Road**

CURRENT ZONING: **C-1 (Local Commercial) District**

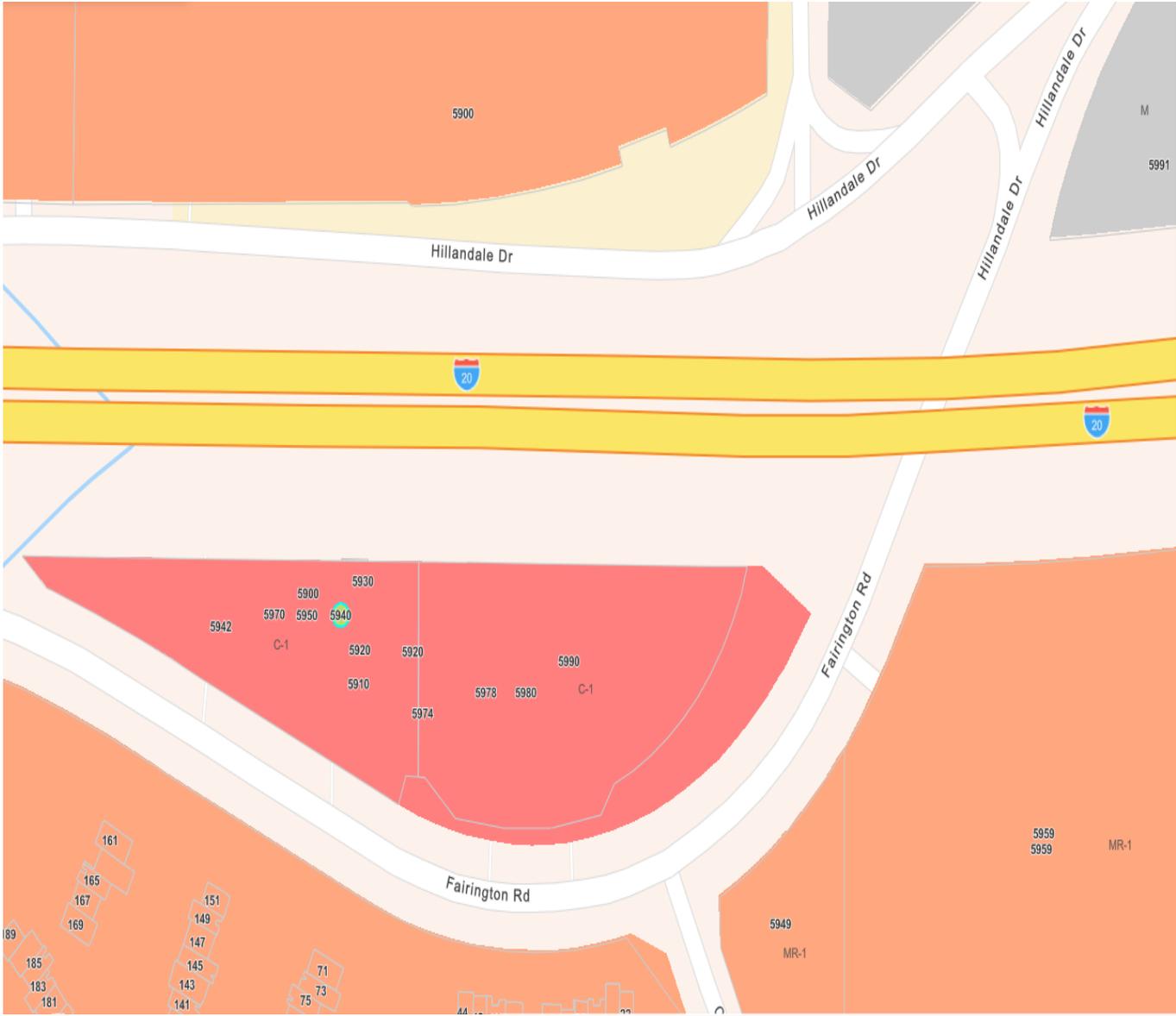
OVERLAY: **None**

FUTURE LAND USE: **Urban Neighborhood (UN)**

 **Subject Property**



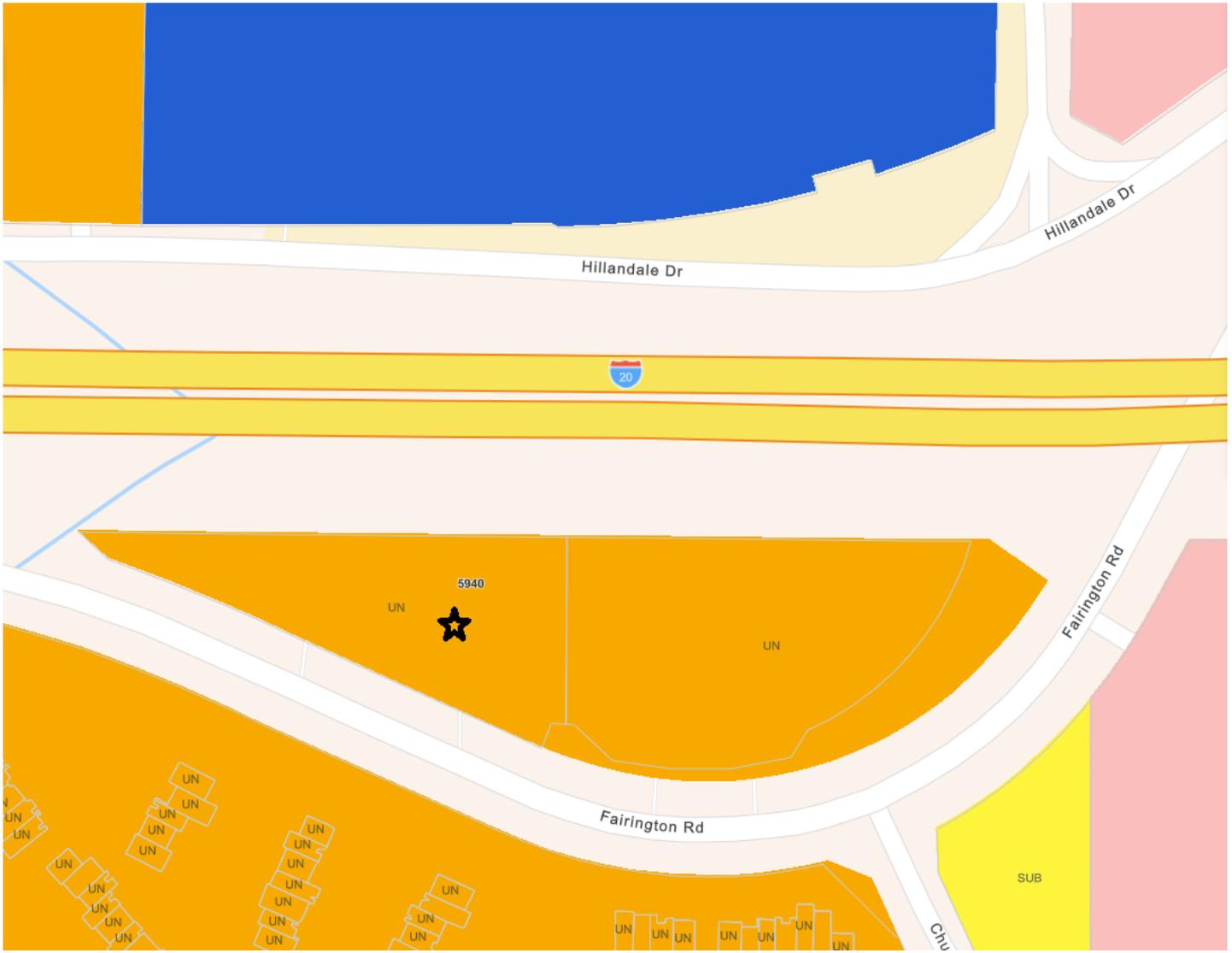
Zoning Map



Legend

-  C-1 - Local Commercial
-  MR-1 - Med Density Residential

Future Land Use Map



Legend

 Urban Neighborhood

STANDARDS OF REZONING REVIEW

Section 7.4.6 of the Stonecrest Zoning Ordinance list nineteen factors to be evaluated in consideration of granting a special land use permit. No application for a special land use permit shall be granted unless satisfactory provisions and arrangements have been made concerning each factor by the Community Development Department, Planning Commission and City Council. Each factor is listed with staff analysis.

A. Adequacy of the size of the site for the use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located.

The property was developed in 1971 and consists of approximately +/- 1.47 acres of land. The building consists of approximately 9,152 square feet. The structure meets the front yard setback and the left side setback; however it does not meet the rear setback or the right side fully in accordance to Section 2.24.1 – Dimensional Requirements. The lot has adequate parking spaces for the existing and proposed uses. There is a total of 62 parking spaces. The site plan indicates that there are seven tenant spaces, three of which are vacant.

B. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district.

The proposed use is a liquor store within an existing plaza, and the plaza was built in 1971. The adjacent property is commercial and has a land use designation of UN – Urban Neighborhood just as most of the properties in the surrounding area. The surrounding uses are mostly multifamily residential. The proposed use was a liquor store previous and this request is to re-establish the use. According to the City of Stonecrest Zoning Ordinance, Section 4.2.8 Alcohol outlets, retail, package liquor stores a Permitted and Special Land Uses,

C. Adequacy of public services, public facilities, and utilities to serve the proposed use.

The property is located off Fairington Road, which is a collector street. There is adequate access to existing developed public facilities, utilities and transit.

D. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area.

Fairington Road is an existing collector road with varying GDOT right-of-way width. There is adequate traffic-carrying capacity along the roadway as the road currently services multiple townhome communities and multiple apartment communities.

E. Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use.

The property is located along a State DOT route and is classified as a collector street. The amount of traffic and the type of vehicles should not adversely affect the character of the surrounding community. The access route to the subject property currently carries a medium-to-high volume of traffic and the proposed use should not affect the type of traffic in the area.

F. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency.

Adequate ingress and egress currently exist in the property and buildings. There are no sidewalks along this section of Fairington Road, however the right-of-way has enough width to accommodate pedestrian mobility in a safe matter. There is also a transit bus stop in front of the property. The property has two access points along Fairington Road and should not be a concern from fire safety vehicles or other emergency vehicles accessing the property. There should not be an issue between pedestrian and automotive safety given the size of the property and number of access points.

Whether the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use.

The proposed use should not adversely impact adjoining land uses by reason of noise, smoke, odor, dust, or vibration. The proposed use is retail in nature and all activities are conducted inside the building.

G. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use.

The proposed use hours of operation should not create adverse impacts upon any adjoining land use. The adjacent use is also retail and will likely have similar hours.

H. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use.

The proposed use should not adversely impact any adjoining land use by reason of manner of operation. The proposed land use is commercial, and the adjoining land use is commercial. Both land uses will operate similarly and should prevent any adverse impact.

I. Whether the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located.

The proposed use is mostly consistent with the requirements of the zoning district excluding rear and side setbacks. A Special Land Use Permit approval is required by the zoning ordinance for this use.

J. Whether the proposed use is consistent with the policies of the comprehensive plan.

The use is consistent with the policies of the comprehensive plan and is permitted by the zoning ordinance as a special land use permit. The comprehensive plan states in the Use Description section “*Townhomes, Multi-Family, Neighborhood Rentals, and Small-Scale Retail/Commercial.*” The existing structure was developed as a commercial retail center and has always been used as such.

K. Whether the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located.

The proposed use would be in a commercial center and would not require any additional buffers because the adjoining use is also commercial. The residential properties across Fairington Road is screened with a landscape buffer and face an internal driveway.

L. Whether there is adequate provision of refuse and service areas.

There are currently refuse and services provided for the property. The use would not change any of the current services.

M. Whether the length of time for which the special land use permit is granted should be limited in duration.

The Special Land Use Permit will be granted to the applicant for the requested use and is not transferable. If the use is discontinued, the permit will expire.

N. Whether the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings.

The size, scale and mass of the proposed development are appropriate in relation to the size of the subject property and in relation to the size and scale of the adjacent and nearby property.

O. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources.

There are no historical buildings or archeological resources that staff are aware of in the area.

P. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit.

The proposed use does or can meet the requirements of the supplemental regulations.

Q. Whether the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height.

The proposed use will not create a negative shadow impact on any adjoining lot or building as a result of building height. The proposed use will be located in an existing building, and the height is not proposed to change with this request.

R. Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.

The proposed use would not be a conflict with the community as a whole and would likely serve the surrounding neighborhood. There are other package stores more than a mile away in a higher traffic area that would be more difficult to navigate in and out of. The proposed use would be a lot easier for vehicular movement and is not in conflict with the overall objective of the comprehensive plan in that it is a small commercial retailer.

STAFF RECOMMENDATION

Staff feel that this location was a liquor store in the past and the proposed use still meets all of the requirements other than setbacks. This is likely due to the age of the building which was built in 1971. Given the findings above, Staff finds no evidence that would prevent the proposed use from being approved and therefore recommends approval of the Special Land Use Permit with conditions.

Staff recommend **APPROVAL** of the special land use permit with the following conditions:

1. The fencing and dumpster area shall be painted a consistent color with the building.
2. Landscaping shall be installed to beautify the property and screen the parking areas.
3. The monument sign near the western boundary of the property shall be removed.
4. The property owner shall install and maintain high-resolution exterior security cameras covering all entrances, parking areas, and loading zones. Footage must be stored for a minimum of 30 days and made accessible to law enforcement upon request.
5. No consumption of alcohol shall be permitted on the premises, and clear signage shall be posted to that effect.

PLANNING COMMISSION RECOMMENDATION – December 2, 2025

The Planning Commission Recommended **APPROVAL** of the special land use permit with the following conditions:

1. The fencing and dumpster area shall be painted a consistent color with the building.
2. Landscaping shall be installed to beautify the property and screen the parking areas.
3. The monument sign near the western boundary of the property shall be removed.
4. The property owner shall install and maintain high-resolution exterior security cameras covering all entrances, parking areas, and loading zones. Footage must be stored for a minimum of 30 days and made accessible to law enforcement upon request.
5. No consumption of alcohol shall be permitted on the premises, and clear signage shall be posted to that effect.



Attachment(s): SLUP 24-006 Application Materials

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal



Amendment Application

PROPERTY			
Site Address(es):	Parcel #:	Zip:	
5940 Fairington road Stonecrest GA	16074 01002	30038	
Project Name (If applicable):			
Current Zoning	Proposed Zoning		
C-1			
Current Use	Proposed Use		

OWNER INFORMATION

Name:	Akporokah Julius		
Address:	5970-B Fairington Rd. Stonecrest GA 30038		
Email:		Phone:	

APPLICANT

Name:	Abdullahi Abdi		
Address:	5940 Fairington Rd Stonecrest GA 30038		
Email:	fairingtonliqur@gmail.com	Phone:	678 790 9394

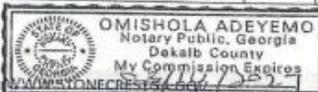
AFFIDAVIT

To the best of my knowledge, this application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Stonecrest Zoning Ordinance. I understand that failure to supply all required information (per the relevant Applicant Checklists and Requirements of the Stonecrest Zoning Ordinance) will result in the rejection of this application. I have read the provisions of the Georgia Code Section 36-67A-3 as required regarding Campaign Disclosures. My Signed Campaign Disclosure Statement is included.

Applicant's Name:	Abdulchi Abdi		
Applicant's Signature:		Date:	9/29/25

NOTARY

Sworn to and subscribed before me this	29 th Day of SEPT 2025		
Notary Public:	OMISHOLA ADEYEMO		
Signature:		Date:	09/29/2025



Amendment Application

All applications and plans must be submitted through the [Citizenserve Online Portal](#)



Applicant(s) Notarized Certification

The petitioner acknowledged that this amendment application form is correct and complete. By completing this form, all applicant of the subject property certifies authorization of the filing of the application for amendment(s), and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Applicant

Name:	Abdulhadi Abdi		
Address:	5940 Fairington Rd	City, State:	Stonecrest GA Zip: 30038
Signature:	<i>[Signature]</i>	Date:	9/29/25

Sworn to and subscribed before me this 29th day of SEPT, 2025

Notary Public:



OMISHOLA ADEYEMO
Notary Public, Georgia
DeKalb County
My Commission Expires
03/14/2027

[Signature: S. Adeyemo]

Applicant (if applicable)

Name:			
Address:		City, State:	Zip:
Signature:		Date:	

Sworn to and subscribed before me this _____ day of _____, 20____

Notary Public:

Applicant (if applicable)

Name:			
Address:		City, State:	Zip:
Signature:		Date:	

Amendment Application

All applications and plans must be submitted through the [Citizenserve Online Portal](#)



Property Owner(s) Notarized Certification

The owner and petitioner acknowledge that this amendment application form is correct and complete. By completing this form, all owners of the subject property certify authorization of the filing of the application for amendment(s), and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Property Owner

Name:	Akporkah Julius		
Address:	5970-B Fairington Rd	City, State:	Stonecrest
		Zip:	30038
Signature:	<i>[Signature]</i>	Date:	9/29/25

Sworn to and subscribed before me this 29th day of SEPT, 2025

Notary Public:



OMISHOLA ADEYEMO
Notary Public, Georgia
DeKalb County
My Commission Expires
03/14/2029

[Signature]

Additional Property Owner (if applicable)

Name:			
Address:		City, State:	Zip:
Signature:		Date:	

Sworn to and subscribed before me this _____ day of _____, 20____

Notary Public:

Additional Property Owner (if applicable)

Name:			
Address:		City, State:	Zip:
Signature:		Date:	



Amendment Application

All applications and plans must be submitted through the [Citizenserve Online Portal](#)



Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

Yes

No

Applicant/Property Owner			
Name:	Abdullahi Abdi		
Address:	5940 Fairington Rd	City, State: Stonecrest, GA	Zip: 30038
Signature:	AaAbdi	Date:	

If the answer above is yes, please complete the following section:

Date	Government Official & Position	Description	Amount

CG ■ ■ ■ ■
Chilivis Grubman

1834 Independence Square
Atlanta, Georgia 30338
T 404-233-4171 F 404-261-2842

Direct dial 404-262-6507
hhilliard@cglawfirm.com

September 22, 2025

VIA ELECTRONIC MAIL

City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, GA 30038

RE: Letter of Intent
Application for Alcohol Beverage License
5940 Fairington Road, Stonecrest, Georgia 30038
Applicant: Abdullahi Abdi, Fairington Liquor, LLC

To Whom it May Concern:

On behalf of my client, Mr. Abdullahi Abdi, this letter is submitted to express intent to operate *Fairington Liquor*, a retail package store located at 5940 Fairington Road, Stonecrest, Georgia 30038. The business will be organized as Fairington Liquor, LLC and will engage in the retail sale of malt beverages, wine, and distilled spirits for off-premises consumption. The site has previously operated as a licensed package store and will continue in that capacity under a new lease. This continued use will ensure the property remains active and beneficial to the community without introducing incompatible uses.

Mr. Abdi is committed to full compliance with City of Stonecrest regulations, Dekalb County ordinances, and the laws of the State of Georgia. The business will operate under strict standards, including enforcement of age verification, adherence to operating hours, maintaining a safe and clean retail environment, and providing staff training on responsible alcohol sales. The proposed business is consistent with the property's historical use and will serve as a responsible, regulated asset to the Stonecrest community.

Respectfully submitted,
Hakim Hilliard
On behalf of Mr. Abdullahi Abdi
Fairington Liquor, LLC

2022147754 DEED BOOK 30597 Pg 501
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 74 of the 16th District of DeKalb County, Georgia, being more particularly described as follows:

Beginning at a point on the South line of the Right-of-Way of Interstate Highway No. 20 (the distance from said south line to the centerline thereof being 150.0 feet) 548.50 feet as measured South 89 degrees 24 minutes 15 seconds West along the South line of said Right-of-Way of Interstate Highway No. 20 from the point formed by the intersection of the South line of said Right-of-Way of Interstate Highway No. 20 with the East line of said Land Lot 74 (being the West line of Land Lot 87 of said 16th District) and running thence South 00 degrees 35 minutes 45 seconds East a distance of 243.23 feet to a point on the North line of the Right-of-Way of Fairington Road (a 100-foot Right-of-Way; running thence in a Northwesterly direction along the North line of said Right-of-Way of Fairington Road and along the arc of a curve having a chord bearing North 68 degrees 39 minutes 02 seconds West for 38.29 feet, a distance of 38.31 feet to a point; running thence North 66 degrees 35 minutes 05 seconds West along the North line of said Right-of-Way of Fairington Road a distance of 366.49 feet to a point; running thence in a Northwesterly direction along the North line of said Right-of-Way of said Fairington Road along the arc of a curve having a chord bearing North 68 degrees 59 minutes 45 seconds West for 133.00 feet, a distance of 133.04 feet to a point; running thence North 46 degrees 42 minutes 25 seconds West a distance of 44.47 feet to a point on the South line of said Right-of-Way of said Interstate Highway No. 20; running thence North 89 degrees 24 minutes 15 seconds East along the South line of said Right-of-Way of said Interstate Highway No. 20 a distance of 526.00 feet to the POINT OF BEGINNING.

BEING property shown as containing 1.55 acres on that certain plat of survey to which reference is made for all purposes, prepared by Planners & Engineers Collaborative, bearing the certification of Joseph Vance Evans, Georgia Registered Land Surveyor No. 1105, dated February 18, 1976.

4870 Racquet Ct.
Duluth, GA 30096
P: 470.707.0354
www.redcedar.com

DRAWN BY: RCLA
CHECKED BY: MPT

PROJECT NAME:
Fairington Rd. Special Land Use Permit
5910 Fairington Rd
Stonecrest, GA 30038

PROJECT NUMBER: 2022-4601 CLIENT NAME:
Fairington Liquor, LLC

5940 Fairington Rd
Stonecrest, GA 30038

10.6.2025
ISSUED FOR PERMIT APPLICATION
REVISIONS

NOTICE
These drawings are a scope of service, and are the property of Red Cedar Landscaping & Architecture (RCLA). They shall not be copied, disseminated, or published in any way, without the express, written consent of RCLA.

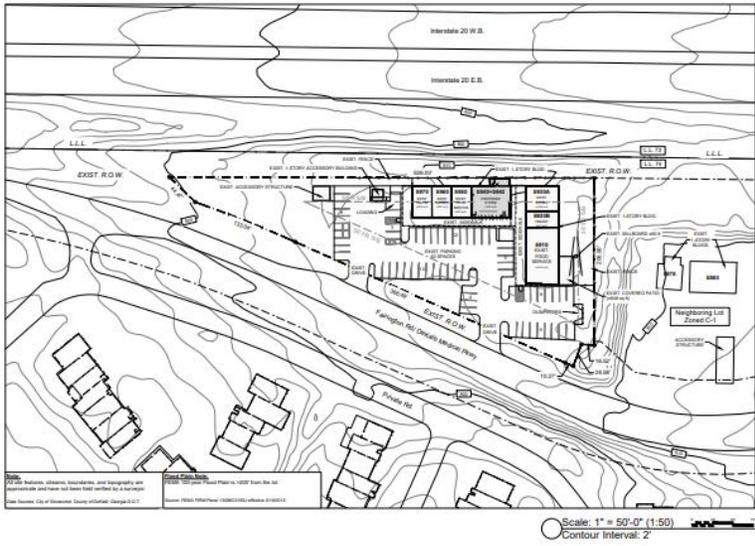
RCLA assumes no liability for plans modified by any third parties, with or without consent from RCLA.

DO NOT SCALE DRAWINGS

Site Plan
SCALE: As Indicated

PAGE: 1 OF: 1

L001



PARKING CALCULATIONS for 6900 Fairington Rd.

Use: Table 2.2 of C.P. 27, A.P. 81

Use	Minimum	Maximum
sq sq ft	sq sq ft	sq sq ft
Hotel uses, personal services uses, and other commercial and general business uses, but not including Convenience Stores or Grocery Stores or other uses described more particularly.	1	200
Restaurants with seating for patrons (with or without drive-through).	1	150

Address of Commercial Space & Use	Floor Area	Min.	Max.
5910 East, Restaurant	3,463	24	47
5910 East, Food (Grocery Store)	953	2	2
5920 East, Store	1,048	3	3
5920 East, Professional Store	1,243	4	4
5920 East, Hardware	953	7	13
5920 East, Office	552	2	2
5910 East, Office	952	2	2
Parking Spaces Required/Allowed		44	19
Parking Spaces Available		52	

LOT DESCRIPTION:
Land Lot 74 of the 15th district
Cobb County, Georgia
Land Area: 485,291.4 sq. ft. / 11.23 acres

ZONING: C-1
FRONT: 30'
REAR: 30'
SIDE: 20'
MIN. LOT AREA: 20,000 SF
MIN. STREET FRONTAGE: 100'
MAX. LOT COVERAGE: 70%; 80% All other 80%



- Legend**
- Existing Major Contour (10')
 - Property Line
 - Land Lot Line (L.L.L.)
 - Existing Fence
 - Existing Gravel
 - FG
 - FG
 - FS
 - TS
 - BS
 - TW
 - Arch
 - Arch
 - Arch
 - Arch
 - Str. Eng.
 - Civil Eng.
 - Typ.
 - Exist.
 - Prop.
 - 1 or CL
 - or PL
 - PL
 - V.E.F.
 - Contc.
 - O.C.
 - TBD



Attachment(s): Community Planning Information Meeting (CPIM) Summary Minutes



CITY OF STONECREST, GEORGIA

Community Planning Information Meeting (CPIM)

November 13, 2025, at 6:00 P.M.

Planning-zoning@stonecrestga.gov

***IN-PERSON MEETING**

[Stonecrest's YouTube Broadcast Link](#)

Citizens wishing to actively 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, and position on the agenda item you are commenting on (for or against) via email to Planning-zoning@stonecrestga.gov by 2 p.m. the day before the meeting to be read into the record at the meeting.

- I. **CALL TO ORDER AND INTRODUCTIONS:** Planning and Zoning Staff – Ramona Eversley
- II. **REVIEW OF THE PURPOSE AND INTENT OF THE COMMUNITY PLANNING INFORMATION MEETING AND RULES OF CONDUCT–** Ramona Eversley
- III. **Item(s) of Discussion:**

PETITION: RZ25-004
PETITIONER: David M. Miles Construction, Inc.
LOCATION: 2374 Cove Lake Road
PETITIONER'S REQUEST: The request is for a rezoning and map amendment of the parcel from MR-1 (Medium Density Residential -1) to MR-2 (Medium Density Residential -2) for a proposed townhome development.

Michele Battle of Battle Law P.C. came up to speak. She stated that in 2007, the property was zoned to RM-100 under DeKalb County, which is known as MR-1 under Stonecrest jurisdiction. The MR-1 zoning district minimum allowed width is 5 feet less than what was permitted under RM-100, which impacts their proposed density. They have met with the Cove Lake community as well as the DeKalb County Fire Marshal's office to adjust their plans. They are proposing to develop 63 units.

Citizens were given the chance to comment.

Faye Cofield, a resident, came up to ask if the units would be on individual water meters.

Michele Battle answered that the units will be on individual meters.

PETITION: SDP24-004
PETITIONER: Breogan Fondevila of VHB
LOCATION: 6750 Stonecrest Industrial Way
PETITIONER'S REQUEST: The petitioner is seeking approval for a preliminary plat for a proposed Logistics Center.

Nick Favor with VHB came up to speak. He stated that the request is to divide the parcel into three separate parcels.

Citizens were given the chance to comment.

Kim James, a resident of unincorporated DeKalb County, questioned how far the development is from her home. She stated her concerns for children in the area.

Nick Favor with VHB stated that the parcel was rezoned two years ago for the logistics center.

Ellis Woodhall, a resident of unincorporated DeKalb County, stated his curiosity about the project.

Faye Cofield, a resident, stated her concerns for the residents who live in the area.

Renee Kale, a resident, asked about the number of diesel trucks that will service the facility and the types of items that will be housed.



CITY OF STONECREST, GEORGIA

Nick Favor with VHB stated that the use is unique to the users who are there.

He also stated that the property is bordered by creeks, power lines, railroads, and two industrial buildings.

Montoya Turner, a resident, stated that this was his first time hearing about the project. He wanted to know more about the use, the number of trucks that will be on the property, etc.

Nia Harper, a resident, stated her concern about not knowing the specific businesses that will be operating in the facility and wanted to know if another environmental impact study, as well as additional studies, could be conducted.

Nick Favor with VHB stated that the studies required have been conducted. The City of Buford was used as an example of how their proposed project can be integrated into a current setting.

Kathy Randy, a resident, asked about the buffer and how the project will affect her property values.

Nick Favor stated that their project exceeds the buffer requirements.

Felisha Blair, Stonecrest Planner, read the buffer requirements established by the conditions placed by DeKalb County.

PETITION: SLUP25-006
PETITIONER: Maiysha Rashad
LOCATION: 5940 Fairington Road
PETITIONER'S REQUEST: The request is for a Special Land Use Permit (SLUP) to operate their (alcohol) package store.

Hakim Hilliard, representative of the applicant, came up to speak. He stated that there are other commercial businesses in the plaza, and that it was a previous package store. The owners will not have devices that may encourage loitering, will have security measures in place, and will have strict operating standards. He also stated that the interior layout will differ from the previously operated business.

Citizens were given the chance to comment.

Faye Cofield, a resident, came up to speak. She stated that she is very familiar with the location and the previous owner through her security company. She mentioned how strict the previous owner was about loitering and asked if they would be the same. She also asked about the nearby restaurant.

Hakim Hillard stated that the proposed owner will also be strict about loitering and that the nearby restaurant is under a different tenant.

Glinda Jordan, a resident, stated her disapproval of the opening of another package store in the city.

Hakim Hillard stated his understanding of their concerns and that there was a previous package store in that location.

Faye Cofield, a resident, asked if the applicant had other businesses in the city.

Hakim Hillard stated that they do not.

PETITION: V25-014
PETITIONER: Joy Grier
LOCATION: 6900 Rockland Road
PETITIONER'S REQUEST: The request is for a variance from *Sec. 5.4.7 - Walls, fences, and retaining walls* to install an eight-foot fence on the property.

Joy Grier, the applicant, came up to speak. She stated that there is an old county road in front of her property, which has led to a security issue due to many people traveling along it. There has also been an incident where a car drove into the ditch in front of her property. She currently has a four-foot fence.

Citizens were given the chance to comment.

Glinda Jordan, a resident, asked about the acreage of the parcel and if there were any neighbors nearby.

Joy Grier, the applicant, responded that the property is six acres, which created a distance from other surrounding parcels.



CITY OF STONECREST, GEORGIA

PETITION: V25-015
PETITIONER: The City of Stonecrest
LOCATION: 5106 Klondike Road
PETITIONER'S REQUEST: The request is for a stream buffer variance for the Everett Park Kayak Launch project.

Ali Ifnikhar with CERM came up to speak. He stated that the purpose is to provide recreational access to the South River by constructing a Kayak launch and adequate parking space. Field investigations, such as a wetland delineation, a field survey, and geotechnical exploration, have been conducted for the request to encroach into the 75-foot buffer.

No comments were given by the citizens.

PETITION: RZ25-006
PETITIONER: Ramata Sissoko Cisse
LOCATION: 7511 Covington Highway
PETITIONER'S REQUEST: The request is for a rezoning and map amendment of the parcel from R-75 (Residential Medium Lot - 75) to C-1 (Local Commercial) for a proposed hair salon and boutique.

PETITION: RZ25-007
PETITIONER: Ramata Sissoko Cisse
LOCATION: 6760 Chupp Road
PETITIONER'S REQUEST: The request is for a rezoning and map amendment of the parcel from R-75 (Residential Medium Lot - 75) to C-1 (Local Commercial) for a proposed hair salon and boutique.

Cases RZ25-006 and RZ25-007 have been deferred to the next scheduled CPIM. She was given a chance to briefly speak on her petition.

Ramata Sissoko Cisse stated that she opened the first African Hair Braiding salon in DeKalb County. Many of her customers are interested in the African culture, which inspired her to open an African Center on the property if approved.

IV. ADJOURNMENT

The meeting adjourned at 7:27 pm.

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.

APPROVED: Ellis Still 11/24/2025
DIRECTOR, PLANNING & ZONING DATE
ATTEST: Cobi Brown 11/24/2025
SECRETARY DATE



CITY COUNCIL AGENDA ITEM

SUBJECT: Matrix Fee Schedule

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): 01/12/26 & Click or tap to enter a date.

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

Current Council Meeting: Wednesday, January 28, 2026

SUBMITTED BY: Shawanna Qawiy, Division Director Community Development

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: To review and evaluate to determine the full cost (direct and indirect) of fees for city services.

FACTS: The Matrix Consulting Group analyzed the cost-of-service relationships that exist between fees for service activities in the following areas: Building, Finance, Parks & Recreation, and Planning & Zoning. The results of this study provide a tool for understanding current service levels and the cost for those services. The request is to review and determine the final fees based on the study.

OPTIONS: Approve, Deny, Defer Approve

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

ATTACHMENTS:

- (1) Attachment 1 - Matrix Consulting Fee Study
- (2) Attachment 2 - Supporting Document
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

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

Master Fee Schedule - City of Stonecrest

Fee Name	Unit	Current Fee	Total Cost	Consultant's Proposed Fee	Difference (Current vs. Proposed)	Fee Type	City's Proposed Fee
Building							
Building Permit Fee Schedule							
Base Permit Fee	Each	\$175	\$178	\$178	\$3	User Fee	\$175
Technology Fee	% of Fee	Modified	6%	6%		User Fee	\$50.00
Plan Review Fee	% of Building Permit	20%	40%	40%	20%	User Fee	
Building Permit (New Construction)							
Building Permit Fee Schedule	Per Valuation	\$0.0065	\$0.0085	\$0.0085	\$0.0020	User Fee	
Interior Tenant Finish/Residential Remodel							
Minimum permit fee	Each	\$175	\$174	\$174	(\$1)	User Fee	
Technology Fee added to each permit	Each	Modified	6%	6%		User Fee	\$50
Commercial Interior finish:	Per \$1,000.00	\$6.00	\$9.33	\$9.33	\$3.33	User Fee	\$9
Residential renovation/addition/repair	Per \$1,000.00	\$6.00	\$6.97	\$6.97	\$0.97	User Fee	\$6
Other Fees							
Certificate of Occupancy Fee/Letter of Completion Fee	Each	\$50	\$122	\$122	\$72	User Fee	\$120
Temporary Certificate of Occupancy	Each	New	\$182	\$182		User Fee	\$175
Plans Revision Fee							
Residential Site Plan	Each	\$25	\$62	\$62	\$37	User Fee	\$60
Other	Each	\$50	\$70	\$70	\$20	User Fee	
Resubmittal Fee - each resubmittal after [the] 2[nd],							
Temporary Certificate of Occupancy, nonresidential only	Each	\$25	\$62	\$62	\$37	User Fee	\$60
Permit Extension - same owner	Each	\$300	\$317	\$317	\$17	User Fee	\$300
Change of Contractor after permit issued	Each	\$175	\$188	\$188	\$13	User Fee	\$180
Working without valid permit	Permit Fee	2x		2x		Penalty	
Permit Fee refunds after plan review completed	% of Total Fee	50%		50%	0%	Other	
House moving permit	Each	\$150	\$169	\$169	\$19	User Fee	\$170
Swimming Pool							
Single-Family	Each	\$100	\$394	\$394	\$294	User Fee	\$300
Commercial / Multi-Family:							
Up to \$16,000 value	Base	\$100	\$394	\$394	\$294	User Fee	\$300
Per \$1,000.00 value added	Per \$1,000.00 value added	\$7	\$7	\$7	\$1	User Fee	
Demolition							
Single-Family	Each	\$100	\$164	\$164	\$64	User Fee	
Commercial / Multi-Family							
Up to \$16,000 value	Base	\$100	\$164	\$164	\$64	User Fee	
Per \$1,000.00 value added	Per \$1,000.00 value added	\$7	\$7	\$7	\$1	User Fee	
Temporary Construction Trailer	Each	\$100	\$282	\$282	\$182	User Fee	\$280
Temporary Structure	Each	\$150	\$282	\$282	\$132	User Fee	\$280
Minimum Miscellaneous Fee	Each	\$100	\$99	\$99	(\$1)	User Fee	\$100
Commercial Grease Trap Processing	Each	\$100	\$49	\$49	(\$51)	User Fee	\$100
Irrigation system Processing	Each	\$100	\$49	\$49	(\$51)	User Fee	\$50
Refunds for after plans review completed	% of Fee	50%		50%	0%	Other	
After hours inspection (min. 4 hours)	Per Hour	\$50	\$142	\$142	\$92	User Fee	\$140
Reinspection Fees - Building and Trades							
Reinspection - first occurrence	Each	\$25	\$40	\$40	\$15	User Fee	

Reinspection - second occurrence	Each	\$50	\$80	\$80	\$30	User Fee	
Reinspection - third and others	Each	\$100	\$120	\$120	\$20	User Fee	
Plumbing Permits							
Base Permit Fee	Each	\$100	\$109	\$109	\$9	User Fee	\$100
Technology Fee	Each	Modified	6%	6%		User Fee	\$50
Fee per plumbing fixture	Per Fixture	\$5	\$20	\$20	\$15	User Fee	
Fee per gas service added	Per Gas Service	\$25	\$20	\$20	(\$5)	User Fee	
Other							
Re-inspection fee - First	Each	\$25	\$40	\$40	\$15	User Fee	
Re-inspection fee - Second	Each	\$50	\$80	\$80	\$30	User Fee	
Re-inspection fee - Third and subsequent	Each	\$100	\$120	\$120	\$20	User Fee	
After hours inspection (min 4 hours)	Per Hour	\$50	\$142	\$142	\$92	User Fee	\$140
Sewer service Application Processing	Per Unit	\$30	\$49	\$49	\$19	User Fee	\$45
Water service Application Processing	Per Unit	\$30	\$49	\$49	\$19	User Fee	\$45
HVAC Permits							
Base Permit Fee	Each	\$100	\$109	\$109	\$9	User Fee	\$100
Technology Fee	Each	Modified	6%	6%		User Fee	\$50
Fee per heating appliance	Each	\$35	\$40	\$40	\$5	User Fee	
Fee per cooling appliance	Each	\$35	\$40	\$40	\$5	User Fee	
Fee per residential exhaust fan	Each	\$15	\$40	\$40	\$25	User Fee	
Fee per commercial exhaust fan	Each	\$25	\$40	\$40	\$15	User Fee	
Fee per gas service added	Each	\$25	\$40	\$40	\$15	User Fee	
Fee per commercial vent hood	Each	\$80	\$80	\$80	\$0	User Fee	
Fee per residential vent hood	Each	\$25	\$40	\$40	\$15	User Fee	
Miscellaneous equipment	Each	\$15	\$40	\$40	\$25	User Fee	
Gas Service	Each	\$25	\$40	\$40	\$15	User Fee	
Gas Reconnect	Each	\$50	\$50	\$50	\$0	User Fee	
Electrical Permits							
Base Permit Fee	Each	\$100	\$109	\$109	\$9	User Fee	\$100
Technology Fee	Each	Modified	6%	6%		User Fee	\$50
Other							
Re-inspection fee - First	Each	\$25	\$40	\$40	\$15	User Fee	
Re-inspection fee - Second	Each	\$50	\$80	\$80	\$30	User Fee	
Re-inspection fee - Third and subsequent	Each	\$100	\$120	\$120	\$20	User Fee	
After hours inspection (min 4 hours)	Per Hour	\$50	\$142	\$142	\$92	User Fee	\$140
Temporary Service Pole	Each	\$25	\$30	\$30	\$5	User Fee	
Number of receptacles	Each	\$2	\$4	\$4	\$2	User Fee	
Number of Light Fixtures	Each	\$2	\$4	\$4	\$2	User Fee	
Service Panel between 30 amps and 125 amps	Each	\$20	\$30	\$30	\$10	User Fee	
Service Panel between 126 amps and 400 amps	Each	\$30	\$40	\$40	\$10	User Fee	
Service Panel 401 amps and above	Each	\$40	\$60	\$60	\$20	User Fee	
Number of appliances including furnace and air conditioning	Each	\$5	\$10	\$10	\$5	User Fee	
Swimming pool, spa, Jacuzzi	Each	\$50	\$60	\$60	\$10	User Fee	
Miscellaneous equipment	Each	\$20	\$30	\$30	\$10	User Fee	
Construction trailer	Each	\$50	\$60	\$60	\$10	User Fee	
Power reconnect	Base	\$50	\$60	\$60	\$10	User Fee	
Low Voltage							
Commercial	Each	\$50	\$60	\$60	\$10	User Fee	

Planning and Zoning Fee Schedule							
Technology Fee (applies to each permit)	% of Fee	Modified	6%	6%	User Fee		\$50
Permit Applications							
Variances							
<u>Residential Single-Family Zoning Districts</u>							
Base	Base	\$250	\$4,111	\$4,111	\$3,861	User Fee	\$4,000
For each additional variance on the same piece of property (maximum of three variances at any	Each Variance	\$50	\$417	\$417	\$367	User Fee	\$400
<u>Medium and High Density Residential Districts, Mixed-Use Districts, Nonresidential Districts, and Commercial Uses in Residential</u>							
Base	Base	\$350	\$4,359	\$4,359	\$4,009	User Fee	\$4,300
For each additional variance on the same piece of property (maximum of three variances at any	Each Variance	\$100	\$417	\$417	\$317	User Fee	\$400
<u>All Signs</u>							
Base	Base	\$350	\$4,111	\$4,111	\$3,761	User Fee	\$4,000
For each additional variance on the same piece of property (maximum of three variances at any	Each Variance	\$100	\$417	\$417	\$317	User Fee	\$400
Sign Review	Per Sign	New	\$208	\$208		User Fee	\$200
Zoning Certification Letter	Each	\$50	\$124	\$124	\$74	User Fee	\$120
Minor Modification	Each	\$250	\$339	\$339	\$89	User Fee	\$300
Major Modification	Each	\$250	\$3,117	\$3,117	\$2,867	User Fee	\$3,100
Special Land Use Permit (SLUP)	Each	\$400	\$4,111	\$4,111	\$3,711	User Fee	\$4,000
Swimming Pool	Each	\$50	\$339	\$339	\$289	User Fee	\$300
GIS Maps >11 x 17	Each	\$5		\$5	\$0	User Fee	
Rezoning from any district/major modification							
RE District							
0 to 5 acres	Each	\$500	\$2,032	\$2,032	\$1,532	User Fee	\$2,000
5+ to 10 acres	Each	\$1,000	\$3,196	\$3,196	\$2,196	User Fee	\$3,000
10+ to 20 acres	Each	\$1,500	\$4,111	\$4,111	\$2,611	User Fee	\$4,000
20+ to 100 acres	Each	\$2,000	\$4,506	\$4,506	\$2,506	User Fee	\$4,000
<u>100+ acres</u>							
Base	Base	\$2,500	\$4,506	\$4,506	\$2,006	User Fee	\$4,500
Per acre for any portion thereof over 100 acres.	Each Add'l Acre	\$40	\$62	\$62	\$22	User Fee	\$60
RE District in an Overlay	Each	New	\$4,359	\$4,359		User Fee	\$4,300
RLG, R-100, R-85, R-75, R- 60							
0 to 5 acres	Each	\$300	\$2,032	\$2,032	\$1,732	User Fee	\$2,000
5+ to 10 acres	Each	\$700	\$3,196	\$3,196	\$2,496	User Fee	\$3,000
10+ to 20 acres	Each	\$1,000	\$4,111	\$4,111	\$3,111	User Fee	\$4,000
20+ to 100 acres	Each	\$1,500	\$4,506	\$4,506	\$3,006	User Fee	\$4,500
<u>100+ acres</u>							
Base	Base	\$2,500	\$4,506	\$4,506	\$2,006	User Fee	\$4,500
Per acre for any portion thereof over 100 acres.	Each Add'l Acre	\$40	\$62	\$62	\$22	User Fee	\$60
RLG, R-100, R-85, R-75, R- 60 in an Overlay	Each	New	\$4,359	\$4,359		User Fee	\$4,300
MHP, RNC, Medium and High Density Residential Districts, Mixed-Use Districts, Nonresidential Districts							

0 to 5 acres	Each	\$500	\$2,281	\$2,281	\$1,781	User Fee	\$2,200
5+ to 10 acres	Each	\$100	\$3,568	\$3,568	\$3,468	User Fee	\$3,500
10+ to 20 acres	Each	\$1,500	\$4,359	\$4,359	\$2,859	User Fee	\$4,300
20+ to 100 acres	Each	\$2,000	\$5,127	\$5,127	\$3,127	User Fee	\$5,000
<u>100+ acres</u>							
Base	Base	\$2,500	\$5,127	\$5,127	\$2,627	User Fee	\$5,000
Per acre for any portion thereof over 100 acres.	Each Add'l Acre	\$20	\$93	\$93	\$73	User Fee	\$90
Districts, Mixed-Use Districts, Nonresidential Districts in an Overlay	Each	New	\$4,607	\$4,607		User Fee	\$4,600
Public Notice							
All Land Use and Variance, and Administrative Appeal Petitions (except Administrative and Minor)							
Signs	Per Sign	\$80	\$45	\$45	(\$35)	User Fee	
Re-Posting Signs	Per Sign	New	\$45	\$45		User Fee	
Advertising (Public Notice)	Each	\$50	\$68	\$68	\$18	User Fee	\$65
Special Administrative Permit							
Temporary outdoor events							
Base	Base	\$50	\$508	\$508	\$458	User Fee	\$500
Per Day	Per Day	\$10	\$84	\$84	\$74	User Fee	\$80
Temporary outdoor sales,seasonal	Base	\$50	\$508	\$508	\$458	User Fee	\$500
Temporary Outdoor Retail Sales							
Base	Base	\$50	\$508	\$508	\$458	User Fee	\$500
Per Day	Per Day	\$10	\$84	\$84	\$74	User Fee	\$80
Temporary or seasonal farmer's markets; Temporary produce	Each	\$50	\$508	\$508	\$458	User Fee	\$500
Temporary Structure	Each	\$50	\$508	\$508	\$458	User Fee	\$500
Urban Community Garden, over 5 acres	Each	\$50	\$508	\$508	\$458	User Fee	\$500
Telecommunication	Each	\$50	\$508	\$508	\$458	User Fee	\$500
Home Occupation or Home-based business	Each	\$100	\$339	\$339	\$239	User Fee	\$330
Festival/Event (horseshow, music festival, etc.)							
Base	Base	\$50	\$508	\$508	\$458	User Fee	\$500
Per Day	Per Day	\$10	\$84	\$84	\$74	User Fee	\$80
Events, Outdoors Seasonal (Christmas tree, pumpkinseed)	Each	\$50	\$508	\$508	\$458	User Fee	\$500
Roadside Vendor							
Base	Base	\$50	\$508	\$508	\$458	User Fee	\$500
Per Day	Per Day	\$10	\$84	\$84	\$74	User Fee	\$80
Roadside Produce Stand	Each	\$50	\$508	\$508	\$458	User Fee	\$500
Sexually Oriented Business	Each	\$50	\$4,359	\$4,359	\$4,309	User Fee	\$4,300
Special Administrative Event Permit							
5 days or less	Each	\$200	\$508	\$508	\$308	User Fee	\$500
14 days	Each	\$300	\$1,378	\$1,378	\$1,078	User Fee	\$1,300
All Other Administrative Permits	Each	\$25	\$508	\$508	\$483	User Fee	\$500
Sign Variances							
Sign Variances							
Minor Modification	Each	\$30	\$339	\$339	\$309	User Fee	\$330

Major Modification	Each	\$250	\$3,117	\$3,117	\$2,867	User Fee	\$3,000
Sign Permit Fees							
Directional Sign/Wayfinding Signs	Each	\$100	\$4,111	\$4,111	\$4,011	User Fee	\$4,000
Special Event Sign	Per Sign	\$100	\$84	\$84	(\$16)	User Fee	\$80
All other sign permits	Each	\$100	\$508	\$508	\$408	User Fee	\$500
Banner	Each	\$25	\$508	\$508	\$483	User Fee	\$500
Wall Signs							
Under 50 square feet	Each	\$50	\$666	\$666	\$616	User Fee	\$600
50 to 100 square feet	Each	\$75	\$1,084	\$1,084	\$1,009	User Fee	\$1,000
Over 100 square feet	Each	\$100	\$1,378	\$1,378	\$1,278	User Fee	\$1,300
Ground / Monumental Signs							
Under 50 square feet	Each	\$100	\$666	\$666	\$566	User Fee	\$600
50 to 100 square feet	Each	\$150	\$1,084	\$1,084	\$934	User Fee	\$1,000
Over 100 square feet	Each	\$200	\$1,378	\$1,378	\$1,178	User Fee	\$1,300
Land Development Fee Schedule							
Technology Fee	Each	Modified	6%	6%		User Fee	
Resubmittal Fee (each resubmittal after second)	% of Permit Fee	25%		25%	0%	User Fee	
Clearing or Clearing and Grubbing or Grading Permit - Residential/Nonresidential							
Review	Each	\$300	\$852	\$852	\$552	User Fee	\$850
Inspection	Per Acre	\$25	\$532	\$532	\$507	User Fee	\$530
Tree Removal Permit	Each	New	\$527	\$527		User Fee	\$500
Development Permit							
Residential - Single Family							
Engineering (less than 2 Acres)							
<u>Review</u>							
Base	Base	\$300	\$1,052	\$1,052	\$752	User Fee	\$1,000
Per Lot	Per Lot	\$15	\$22	\$22	\$7	User Fee	\$20
<u>Inspection</u>							
Base	Base	\$200	\$532	\$532	\$332	User Fee	\$530
Per Acre	Per Acre	\$100	\$133	\$133	\$33	User Fee	\$130
Erosion Control (less than 2 Acres)							
Review	Each	\$200	\$1,052	\$1,052	\$852	User Fee	\$1,000
<u>Inspection</u>							
Base	Base	\$100	\$390	\$390	\$290	User Fee	\$390
Per Acre	Per Acre	\$50	\$66	\$66	\$16	User Fee	\$60
Engineering (more than 2 Acres)							
<u>Review</u>							
Base	Base	\$400	\$1,585	\$1,585	\$1,185	User Fee	\$1,500
Per Lot	Per Lot	\$15	\$22	\$22	\$7	User Fee	\$20
<u>Inspection</u>							
Base	Base	\$400	\$1,065	\$1,065	\$665	User Fee	\$1,000
Per Acre	Per Acre	\$100	\$133	\$133	\$33	User Fee	\$130
Erosion Control (more than 2 Acres)							
Review	Each	\$300	\$1,585	\$1,585	\$1,285	User Fee	\$1,500

<u>Inspection</u>								
Base	Base	\$200	\$656	\$656	\$456	User Fee	\$650	
Per Acre	Per Acre	\$50	\$133	\$133	\$83	User Fee	\$130	
As-Built Plans Review								
Review	Each	\$0	\$66	\$66	\$66	User Fee	\$60	
Inspection	Each	\$0	\$133	\$133	\$133	User Fee	\$130	
Residential - Town Homes (Fee Simple)								
Engineering								
<u>Review</u>								
Base	Base	\$300	\$390	\$390	\$90	User Fee		
Per Lot	Per Lot	\$15	\$22	\$22	\$7	User Fee	\$20	
<u>Inspection</u>								
Base	Base	\$400	\$532	\$532	\$132	User Fee	\$530	
Per Acre	Per Acre	\$100	\$133	\$133	\$33	User Fee	\$130	
Erosion Control								
<u>Review</u>								
Base	Base	\$150	\$920	\$920	\$770	User Fee		
Per Lot	Per Lot	\$15	\$22	\$22	\$7	User Fee	\$20	
<u>Inspection</u>								
Base	Base	\$200	\$532	\$532	\$332	User Fee	\$530	
Per Acre	Per Acre	\$50	\$66	\$66	\$16	User Fee	\$60	
Residential - Final Plats								
First Review								
<u>Review</u>								
Base	Base	\$200	\$460	\$460	\$260	User Fee		
Per Lot	Per Lot	\$5	\$8	\$8	\$3	User Fee		
Second Review								
<u>Review</u>								
Base	Per Sheet	\$200	\$199	\$199	(\$1)	User Fee	\$200	
Third Review and Subsequent Reviews								
<u>Review</u>								
Base	Per Sheet	\$200	\$199	\$199	(\$1)	User Fee	\$200	
Recording Fee								
<u>Review</u>								
Base	Base	\$100	\$136	\$136	\$36	User Fee	\$130	
Per Lot	Per Lot	\$20	\$45	\$45	\$25	User Fee		
Nonresidential - Condominium								
Engineering								
<u>Review</u>								
Base	Base	\$300	\$328	\$328	\$28	User Fee	\$320	
Per Lot	Per Lot	\$10	\$45	\$45	\$35	User Fee		
<u>Inspection</u>								
Base	Base	\$400	\$532	\$532	\$132	User Fee	\$530	
Per Acre	Per Acre	\$100	\$133	\$133	\$33	User Fee	\$130	

Erosion Control

Review

Base	Base	\$300	\$920	\$920	\$620	User Fee	
Per Lot	Per Lot	\$10	\$22	\$22	\$12	User Fee	\$20

Inspection

Base	Base	\$200	\$266	\$266	\$66	User Fee	\$260
Per Acre	Per Acre	\$50	\$66	\$66	\$16	User Fee	\$60

Nonresidential - Apartment

Engineering

Review

Base	Base	\$300	\$461	\$461	\$161	User Fee	\$460
Per Lot	Per Lot	\$10	\$45	\$45	\$35	User Fee	

Inspection

Base	Base	\$400	\$665	\$665	\$265	User Fee	\$660
Per Acre	Per Acre	\$100	\$133	\$133	\$33	User Fee	\$130

Erosion Control

Review

Base	Base	\$300	\$1,319	\$1,319	\$1,019	User Fee	\$1,300
Per Lot	Per Lot	\$10	\$22	\$22	\$12	User Fee	\$20

Inspection

Base	Base	\$200	\$266	\$266	\$66	User Fee	\$260
Per Acre	Per Acre	\$50	\$66	\$66	\$16	User Fee	\$60

Nonresidential - Commercial/Institutional

Engineering

Review

Base	Per Acre	\$300	\$328	\$328	\$28	User Fee	\$320
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Inspection

Base	Base	\$400	\$665	\$665	\$265	User Fee	\$660
Per Acre	Per Acre	\$300	\$133	\$133	(\$167)	User Fee	\$130

Erosion Control

Review

Base	Base	\$300	\$1,319	\$1,319	\$1,019	User Fee	\$1,300
Per Lot	Per Lot	\$10	\$22	\$22	\$12	User Fee	\$20

Inspection

Base	Base	\$200	\$266	\$266	\$66	User Fee	\$260
Per Acre	Per Acre	\$50	\$66	\$66	\$16	User Fee	\$60

Nonresidential - Other Service Fees

State Water Determination Fee

Review	Each	N/A	\$133	\$133		User Fee	\$130
Inspection	Each	\$200	\$266	\$266	\$66	User Fee	\$260

Arborist Tree Assessment Fee (Per Site Visit)

Review	Each	N/A	\$263	\$263		User Fee	\$260
Inspection (per developers request)	Per Inch	\$150	\$263	\$263	\$113	User Fee	\$260
Illegal Tree Removal Fee - determined by Tree's DBH	Per Inch	\$240		\$100	(\$140)	Penalty	

Illegal Tree Removal Fine							
First Illegal Removal	Base	\$500		\$500	\$0	Penalty	
Each additional removal	Each additional removal	\$1,000		\$1,000	\$0	Penalty	
Clear cut 5 or more acres within LOD, TDU will double for Each							
Dumpster Permit Fee							
Review	Each	\$50	\$195	\$195	\$145	User Fee	\$190
Inspection	Each	\$50	\$133	\$133	\$83	User Fee	\$130
Permit Extension (3 Months)	Each	\$300	\$332	\$332	\$32	User Fee	\$330
Land Development Revisions (After Permit Issuance)	Each	\$300	\$719	\$719	\$419	User Fee	\$700
Lot Division/Combination							
Review	Each	\$200	\$532	\$532	\$332	User Fee	\$530
Penalty for Site Activity Prior to Obtaining Permit	Each	\$300	\$532	\$532	\$232	User Fee	\$530
Stream Buffer Variance Application Fee-Existing Home							
Review	Each	\$100	\$133	\$133	\$33	User Fee	\$130
Inspection	Each	\$100	\$532	\$532	\$432	User Fee	\$530
Stream Buffer Variance Application Fee-New							
Review	Each	\$100	\$266	\$266	\$166	User Fee	\$260
Inspection	Each	\$200	\$532	\$532	\$332	User Fee	\$530
City Review							
Review	Each	\$300	\$332	\$332	\$32	User Fee	\$330
Finance							
Alcoholic Beverage E License							
Annual License							
Consumption on the Premises							
Wine	Each	\$600		\$600	\$0	Tax	
Malt Beverages	Each	\$600		\$600	\$0	Tax	
Wine/Malt Beverage	Each	\$900		\$900	\$0	Tax	
Distilled Spirits							
Distilled Spirits	Each	\$400		\$400	\$0	Tax	
Fixed	Each	\$600		\$600	\$0	Tax	
Movable	Each	\$300		\$300	\$0	Tax	
Sunday Sales							
General	Each	\$1,100		\$1,100	\$0	Tax	
Temporary	Each	\$200		\$200	\$0	Tax	
Ancillary Tasting License							
Wine	Each	\$75		\$75	\$0	Tax	
Malt Beverages	Each	\$75		\$75	\$0	Tax	
Employee Permit	Each	\$35		\$35	\$0	Tax	
Package							
Wine	Each	\$600		\$600	\$0	Tax	
Malt Beverage	Each	\$600		\$600	\$0	Tax	
Wine/Malt Beverage	Each	\$900		\$900	\$0	Tax	
Distilled Spirits	Each	\$4,000		\$4,000	\$0	Tax	
Wine/Malt Beverages/Distilled Spirits	Each	\$3,800		\$3,800	\$0	Tax	

Wine and Malt Beverage Tasting	Each	\$75		\$75	\$0	Tax
Wholesale						
Wine	Each	\$600		\$600	\$0	Tax
Malt Beverages	Each	\$600		\$600	\$0	Tax
Distilled Spirits	Each	\$4,000		\$4,000	\$0	Tax
Fraternal Organization						
Wine/Malt Beverages	Each	\$500		\$500	\$0	Tax
Distilled Spirits	Each	\$1,000		\$1,000	\$0	Tax
Patio Permit						
General	Each	\$50		\$50	\$0	Tax
Administrative Fee						
Beer/Wine	Each	\$100	\$214	\$214	\$114	User Fee
Liquor	Each	\$200	\$214	\$214	\$14	User Fee
Business Licenses						
Optional flat rate for professionals.	Each	\$400		\$400	\$0	Tax
Administrative Fee	Each	\$75	\$131	\$131	\$56	User Fee
Minimum Receipts Tax	Each	\$50		\$50	\$0	Tax
Business Tax of Gross Receipts over \$20,000.00						
Class 1	Per Dollar of Gross Receipts	0.000300		0.000300	\$0	Tax
Class 2	Per Dollar of Gross Receipts	0.000500		0.000500	\$0	Tax
Class 3	Per Dollar of Gross Receipts	0.000700		0.000700	\$0	Tax
Class 4	Per Dollar of Gross Receipts	0.000900		0.000900	\$0	Tax
Class 5	Per Dollar of Gross Receipts	0.001100		0.001100	\$0	Tax
Class 6	Per Dollar of Gross Receipts	0.001300		0.001300	\$0	Tax
Employee Fee						
Class 1	Per Employee	\$4		\$4	\$0	Tax
Class 2	Per Employee	\$6		\$6	\$0	Tax
Class 3	Per Employee	\$8		\$8	\$0	Tax
Class 4	Per Employee	\$10		\$10	\$0	Tax
Class 5	Per Employee	\$12		\$12	\$0	Tax
Class 6	Per Employee	\$14		\$14	\$0	Tax
Permit/License Type						
Carnival Permit	Each	\$50		\$50	\$0	Tax
Escort or Dating Services Permit	Each	\$300		\$300	\$0	Tax
Pawn Shop Permit	Each	\$200		\$200	\$0	Tax
Precious Metal Dealer Annual Permit	Each	\$300		\$300	\$0	Tax
Precious Metal Dealers Employee/Owner Permit	Each	\$50		\$50	\$0	Tax
Sexually Oriented Business Employee License	Each	\$200		\$200	\$0	Tax
Fingerprinting	Each	\$5		\$5	\$0	User Fee
Business Licenses Background Investigations						
Escort of Dating Services License	Per Applicant	\$1,000		\$1,000	\$0	Tax
Going-Out-Of-Business Sales License	Per Applicant	\$35		\$35	\$0	Tax
Massage Therapy/Establishment License	Per Applicant	\$50		\$50	\$0	Tax
Non-Consensual Towing License	Per Applicant	\$50		\$50	\$0	Tax

Pawn Shop License	Per Applicant	\$35		\$35	\$0	Tax
Pool Room Establishment License	Per Applicant	\$100		\$100	\$0	Tax
Sexually Oriented Business License	Per Applicant	\$50		\$50	\$0	Tax
Penalties						
Late Filing Fee Schedule						
Late filing fee between January 1st through January 31st	Each	\$150		\$150	\$0	Penalty
Late filing fee between February 1st through February 28th	Each	\$300		\$300	\$0	Penalty
Late filing fee between March 1st through April 30th	Each	\$600		\$600	\$0	Penalty
Additional Penalty and Interest Fee Schedule						
One-time penalty on delinquent tax on or after May 1st	% of Amount Due	10%		10%	0%	Penalty
Interest on delinquent tax each month after	% of Amount Due	1.50%		1.50%	0%	Penalty
Evade Fee	Each	\$500		\$500	\$0	Penalty
City Clerk's Office						
Open Record Requests						
Letter or legal sized documents	Per Page	\$0.10		\$0.10	\$0.00	User Fee
<u>Administrative Cost</u>						
First 15 Minutes	Base	\$0		\$0	\$0	User Fee
Per Hour	Per Hour	\$24		\$24	\$0	User Fee
GIS Fee Schedule						
Maps						
8 x 11	Each	\$1		\$1	\$0	User Fee
24 x 36	Each	\$5		\$5	\$0	User Fee
Parks and Rec						
Browns Mill Recreation Center						
Multipurpose Room						
Event	Per Event	\$250	\$289	\$289	\$39	User Fee
Meeting	Per Meeting	\$100	\$149	\$149	\$49	User Fee
<u>All Other Rentals:</u>						
Resident	Per Hour	\$45	\$90	\$90	\$45	User Fee
Non-Resident	Per Hour	\$70	\$90	\$90	\$20	User Fee
Non-Profit	Per Hour	\$35	\$90	\$90	\$55	User Fee
Specialty Groups	Per Hour	New	\$90	\$90		User Fee
Multipurpose Room A or B						
Event	Per Event	\$250	\$150	\$150	(\$100)	User Fee
Meeting	Per Meeting	\$100	\$59	\$59	(\$41)	User Fee
<u>All Other Rentals:</u>						
Resident	Per Hour	\$35	\$74	\$74	\$39	User Fee
Non-Resident	Per Hour	\$60	\$74	\$74	\$14	User Fee
Non-Profit	Per Hour	\$25	\$74	\$74	\$49	User Fee
Specialty Groups	Per Hour	New	\$74	\$74		User Fee
Large Gymnasium						
Athletic Events	Per Event	\$250	\$236	\$236	(\$14)	User Fee
<u>All Other Rentals:</u>						
Resident	Per Hour	\$85	\$107	\$107	\$22	User Fee

Non-Resident	Per Hour	\$110	\$107	\$107	(\$3)	User Fee
Non-Profit	Per Hour	\$75	\$107	\$107	\$32	User Fee
Specialty Groups	Per Hour	New	\$107	\$107		User Fee
Auxiliary Gymnasium						
Athletic Events	Per Event	\$250	\$146	\$146	(\$104)	User Fee
<u>All Other Rentals:</u>						
Resident	Per Hour	\$60	\$84	\$84	\$24	User Fee
Non-Resident	Per Hour	\$85	\$84	\$84	(\$1)	User Fee
Non-Profit	Per Hour	\$50	\$84	\$84	\$34	User Fee
Specialty Groups	Per Hour	New	\$84	\$84		User Fee
Entire Gymnasium						
Athletic Events	Per Event	\$250	\$339	\$339	\$89	User Fee
<u>All Other Rentals:</u>						
Resident	Per Hour	\$125	\$132	\$132	\$7	User Fee
Non-Resident	Per Hour	\$150	\$132	\$132	(\$18)	User Fee
Non-Profit	Per Hour	\$115	\$132	\$132	\$17	User Fee
Specialty Groups	Per Hour	New	\$132	\$132		User Fee
Opening Facility Fee						
	Flat	\$100	\$85	\$85	(\$15)	User Fee
Field Rentals						
Baseball / Football / Soccer / Softball						
Deposit	Flat	\$300	\$300	\$300	\$0	User Fee
Youth	Per Hour	\$40	\$35	\$35	(\$5)	User Fee
Adult	Per Hour	\$50	\$35	\$35	(\$15)	User Fee
Non-Profit	Per Hour	\$35	\$35	\$35	\$0	User Fee
Tournaments						
Deposit	Per Field	\$350	\$350	\$350	\$0	User Fee
Youth / Adult	Per Hour	\$120	\$218	\$150	\$30	User Fee
Lights	Each	\$50	\$85	\$85	\$35	User Fee
Field Prep	Per Field	\$75	\$168	\$100	\$25	User Fee
Cleaning / Trash Removal	Each	\$100	\$126	\$126	\$26	User Fee
Concession Stand	Per Hour	New	\$63	\$63		User Fee
Pavilion Rentals						
Salem Pav.						
<u>Half day (< 4 hrs.)</u>						
Deposit	Deposit	\$100	\$100	\$100	\$0	User Fee
Resident	Flat	\$55	\$144	\$75	\$20	User Fee
Non-Resident	Flat	\$75	\$144	\$100	\$25	User Fee
<u>Full day (4 + hrs.)</u>						
Deposit	Deposit	\$100	\$100	\$100	\$0	User Fee
Resident	Flat	\$95	\$204	\$115	\$20	User Fee
Non-Resident	Flat	\$135	\$204	\$160	\$25	User Fee
Gregory Moseley Pav.						
<u>Half day (< 4 hrs.)</u>						
Deposit	Deposit	\$100	\$100	\$100	\$0	User Fee

Resident	Flat	\$55	\$129	\$75	\$20	User Fee
Non-Resident	Flat	\$75	\$129	\$100	\$25	User Fee
<u>Full day (4 + hrs.)</u>						
Deposit	Deposit	\$100	\$100	\$100	\$0	User Fee
Resident	Flat	\$95	\$174	\$115	\$20	User Fee
Non-Resident	Flat	\$135	\$174	\$160	\$25	User Fee
Browns Mill Pav.						
<u>Half day (< 4 hrs.)</u>						
Deposit	Deposit	\$100	\$100	\$100	\$0	User Fee
Resident	Flat	\$55	\$135	\$75	\$20	User Fee
Non-Resident	Flat	\$75	\$135	\$100	\$25	User Fee
<u>Full day (4 + hrs.)</u>						
Deposit	Deposit	\$100	\$100	\$100	\$0	User Fee
Resident	Flat	\$95	\$187	\$115	\$20	User Fee
Non-Resident	Flat	\$135	\$187	\$160	\$25	User Fee
Athletic Programs						
Men's / Women's Basketball League	Per Team	\$600	\$1,322	\$650	\$50	User Fee
Co-Ed Softball League	Per Team	\$500	\$1,317	\$550	\$50	User Fee
Co-Ed Kickball League	Per Team	\$500	\$1,317	\$550	\$50	User Fee
Co-Ed Volleyball League	Per Team	\$500	\$1,317	\$550	\$50	User Fee
Flag Football	Per Team	\$600	\$1,317	\$650	\$50	User Fee
Youth Basketball Clinics	Per Participant	\$125	\$174	\$175	\$50	User Fee
Tumbling	Per Participant	\$125	\$174	\$175	\$50	User Fee
Youth Basketball League						
Resident	Per Participant	\$80	\$131	\$100	\$20	User Fee
Non-Resident	Per Participant	\$95	\$131	\$130	\$35	User Fee
Youth T-Ball / Baseball League						
Resident	Per Participant	\$85	\$131	\$100	\$15	User Fee
Non-Resident	Per Participant	\$100	\$131	\$130	\$30	User Fee
Track and Field						
Resident	Per Participant	\$95	\$131	\$120	\$25	User Fee
Non-Resident	Per Participant	\$110	\$131	\$135	\$25	User Fee
Soccer						
Resident	Per Participant	\$85	\$131	\$100	\$15	User Fee
Non-Resident	Per Participant	\$100	\$131	\$130	\$30	User Fee
Flag Football						
Resident	Per Participant	\$85	\$131	\$100	\$15	User Fee
Non-Resident	Per Participant	\$100	\$131	\$130	\$30	User Fee
Lacrosse						
Resident	Per Participant	\$95	\$131	\$100	\$5	User Fee
Non-Resident	Per Participant	\$110	\$131	\$130	\$20	User Fee
Non-Athletic Programs						
Afterschool Programming	Per Participant per Week	New	\$275	\$150		User Fee
School Break Camps	Per Participant per Week	New	\$382	\$300		User Fee

Summer Camp	Per Participant per Week	\$60	\$710	\$100	\$40	User Fee	
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COMPREHENSIVE USER FEE STUDY REPORT

OCTOBER 2025

STONECREST, GA

MATRIX
CONSULTING GROUP

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INTRODUCTION AND EXECUTIVE SUMMARY

The report, which follows, presents the results of the Comprehensive User Fee study conducted by Matrix Consulting Group for the City of Stonecrest, Georgia.

PROJECT BACKGROUND AND OVERVIEW

The City of Stonecrest has never conducted a formal fee study. The purpose of this study is to evaluate and determine the full cost (direct and indirect) of providing a variety of City services. The Matrix Consulting Group analyzed the cost-of-service relationships that exist between fees for service activities in the following areas: Building, Finance, Parks & Recreation, and Planning & Zoning. The results of this study provide a tool for understanding current service levels and the cost for those services.

GENERAL PROJECT APPROACH AND METHODOLOGY

The methodology employed by Matrix Consulting Group is a widely accepted “bottom up” approach to cost analysis, where time spent per unit of fee activity is determined for each position within a Department or Program. Once time spent for a fee activity is determined, all applicable City costs are then considered in the calculation of the “full” cost of providing each service. The following table provides an overview of types of costs applied in establishing the “full” cost of services provided by the City:

TABLE 1: OVERVIEW OF COST COMPONENTS

Cost Component	Description
<i>Direct</i>	Fiscal Year 2025 Budgeted salaries, benefits, and allowable expenditures.
<i>Indirect</i>	Division, departmental, clerical, and Citywide support.

Together, the cost components in the table above comprise the calculation of the total “full” cost of providing a service, regardless of whether a fee for that service is charged.

The work accomplished by Matrix Consulting Group in the analysis of the fees for service involved the following steps:

- **Department / Program Staff Interviews:** The project team interviewed department / program staff regarding their needs for clarification to the structure of existing fee items or for addition of new fee items.
- **Data Collection:** Data was collected for each permit / service, including time estimates. In addition, all budgeted costs and staffing levels for Fiscal Year 2025 were entered into Matrix Consulting Group’s analytical software model.
- **Cost Analysis:** The full cost of providing each service included in the analysis was established.

- **Review and Approval of Results with City Staff:** Department management has reviewed and approved these documented results.

A more detailed description of user fee methodology and legal and policy considerations are provided in subsequent chapters of this report.

SUMMARY OF RESULTS

The detailed documentation of this study will show an over-collection for some fees (on a per unit basis) and an undercharge for most others. The results of this analysis will provide the Departments and the City with guidance on how to right-size their fees to ensure that each service unit is set at an amount that does not exceed the full cost of providing that service. The display of the cost recovery figures shown in this report are meant to provide a basis for policy development discussions among City Councilmembers and City staff and do not represent a recommendation for where or how the City Council should act. The setting of the “rate” or “price” for services, whether at full cost recovery or lower, is a policy decision to be made only by the City Council with input from City staff and the community.

CONSIDERATIONS FOR COST RECOVERY POLICY AND UPDATES

The Matrix Consulting Group recommends that the City use the information contained in this report to discuss, adopt, and implement a formal Cost Recovery Policy, including a standard mechanism for the annual update of fees for service.

ADOPT A FORMAL COST RECOVERY POLICY

The Government Finance Officers Association’s (GFOA) best practices for *Establishing Government Charges and Fees* states that governmental entities should adopt formal policies regarding charges and fees which include the jurisdiction’s intention to recover the full cost or partial costs of providing services, sets forth circumstances under which the jurisdiction might set a charge for fee at less than or more than 100% of full cost, and outlines the considerations that might influence the jurisdiction’s pricing decision.

The Matrix Consulting Group strongly recommends that the Council adopt a formalized, individual cost recovery policy for each service area included in this Study. Whenever a cost recovery policy is established at less than 100% of the full cost of providing services, a known gap in funding is recognized and may then potentially be recovered through other revenue sources. The Matrix Consulting Group considers a formalized cost recovery policy for various fees for service an industry Best Management Practice.

ADOPT AN ANNUAL FEE UPDATE / INCREASE MECHANISM

GFOA best practices for *Establishing Government Charges and Fees* states that governmental entities should review, and update charges and fees periodically based on factors such as the impact of inflation, other cost increases, adequacy of cost recovery, use of services, and the competitiveness of current rates to avoid large, infrequent fee increases.

The purpose of a comprehensive update is to completely revisit the analytical structure, service level estimates and assumptions, and to account for any major shifts in cost components or organizational structures that have occurred since the City's previous analysis. The City should conduct comprehensive analyses every five to seven years as this practice captures any changes to organizational structure, processes, as well as any new service areas.

In between comprehensive updates, the City should utilize published industry economic factors, such as Consumer Price Index (CPI) or other regional factors, to update the cost calculations established in the Study on an annual basis.

LEGAL FRAMEWORK

This section of the report is intended to provide an overview of the legal rules and regulations that govern what is considered a fee for service, how those fees can be calculated, general principles, philosophies, and general policy considerations for setting fees for service.

LEGAL FRAMEWORK

A “user fee” is a charge for service provided by a governmental agency to a public citizen or group. Georgia municipalities are authorized to collect fees by the Georgia constitution.¹ Georgia has several additional legal provisions that regulate fees for service, with the purpose of ensuring that fees are reasonable and justified. The most prominent and relevant of these relate to the following fee types:

- **Administrative Fees:** Municipalities are permitted to charge administrative fees related to the collection of occupation taxes; these fees must be directly related to the reasonable cost of processing the tax transactions.²
- **Regulatory Fees:** These fees can be charged when the municipality routinely inspects or otherwise investigates a business or other entity to ensure compliance with laws and regulations related to the health and safety of the community.³ The revenue from these fees can only be used in carrying out the associated activities and cannot be used for general purposes; it must also be directly related to the cost of the service provided.⁴ Building-related fees are classified as regulatory fees, but the current law explicitly excludes development impact fees and other zoning and land development costs from this category.⁵
- **Other Fees:** Although the Code of Georgia does not have definitive regulations for fees other than those previously discussed, Georgia case law generally holds that all user fees should be directly related to the cost of providing a service and that the service provided should provide some level of benefit to the applicant.⁶

When determining fees for service it is important to ensure there is a **direct benefit** – the service is provided directly to the payer – and that it is **cost-based** and does not exceed the reasonable cost of providing the service.

GENERAL PRINCIPLES AND PHILOSOPHIES REGARDING USER FEES

Local governments are providers of many types of general services to their communities. While all services provided by local government are beneficial to constituents, some services can be classified as

¹Ga. Const. Article IX, § IV, para. I(b)(2)

² GA Code § 48-13-5; GA Code § 48-13-10

³ GA Code § 48-13-9

⁴ GA Code § 48-13-5; GA Code § 48-13-9

⁵ GA Code § 48-13-5; GA Code § 8-2-26

⁶ *McLeod v. Columbia County*, 278 Ga. 242 (2004)

globally beneficial to all citizens, while others provide more of a direct benefit to a specific group or individual. The following table provides examples of services provided by local government within a continuum of the degree of community benefit received:

TABLE 2: SERVICES IN RELATION TO BENEFIT RECEIVED

"Global" Community Benefit	"Global" Benefit and an Individual or Group Benefit	Individual or Group Benefit
<ul style="list-style-type: none"> •Police •Park Maintenance •Fire Suppression 	<ul style="list-style-type: none"> •Recreation / Community Services •Fire Prevention 	<ul style="list-style-type: none"> •Building Permits •Planning and Zoning Approval •Engineering Development Review

Funding for local government is obtained from myriad revenue sources such as taxes, fines, grants, special charges, user fees, etc. In recent years, alternative tax revenues, which typically offset subsidies for services provided to the community, have become increasingly limited. These limitations have caused increased attention on user fee activities as a revenue source that can offset costs otherwise subsidized (usually) by the general fund. In Table 3, services in the “global community benefit” section tend to be funded primarily through voter-approved tax revenues. In the middle of the table, one typically finds a mixture of taxes, user fees, and other funding sources. Finally, in the “individual / group benefit” section of the table are the services provided by local government that are typically funded almost entirely by user fee revenue.

The following are two central concepts regarding the establishment of user fees:

- ❖ **Fees should be assessed according to the degree of individual or private benefit gained from services.** For example, the processing and approval of a land use or building permit will generally result in monetary gain to the applicant, whereas Police services and Fire Suppression are examples of services that are essential to the safety of the community at large.
- ❖ **A profit-making objective should not be included in the assessment of user fees.** Georgia state case law generally requires that user fees be closely tied to the costs associated with providing the associated services. Once a charge for service is assessed at a level higher than the actual cost of providing a service, the term “user fee” no longer applies. The charge then becomes a tax subject to voter approval.

Therefore, it is commonly accepted that user fees are established at a level that will recover up to, and not more than, the cost of providing a particular service.

GENERAL POLICY CONSIDERATIONS REGARDING USER FEES

Undoubtedly, there are programs, circumstances, and services that justify a subsidy from a tax-based or alternative revenue source. However, it is essential that jurisdictions prioritize the use of revenue sources for the provision of services based on the continuum of benefit received.

Within the services that are typically funded by user fees, the Matrix Consulting Group recognizes several reasons why City staff or City Council may not advocate the full cost recovery of services. The following factors are key policy considerations in setting fees at less than 100 percent of cost recovery:

- **Limitations posed by an external agency.** The State or an outside agency will occasionally set a maximum, minimum, or limit on the jurisdiction's ability to charge a fee. Examples include pass-through fees, such as fees charged by DeKalb County.
- **Encouragement of desired behaviors.** Keeping fees for certain services below full cost recovery may provide better compliance from the community. For example, if the cost of a permit for changing a water heater in a residential home is higher than the cost of the water heater itself, many citizens will avoid pulling the permit.
- **Benefit received by user of the service and the community at large is mutual.** Many services that directly benefit a group or individual equally benefit the community. Examples include Planning Design Review, historical dedications, and certain types of special events.

The Matrix Consulting Group recognizes the need for policies that intentionally subsidize certain activities. The primary goals of a User Fee Study are to provide a fair and equitable basis for determining the costs of providing services and ensure that the City complies with State law.

SUMMARY OF LEGAL RESTRICTIONS AND POLICY CONSIDERATIONS

Once the full cost of providing services is known, the next step is to determine the "rate" or "price" for services at a level which is up to, and not more than, the full cost amount. The City Council is responsible for this decision, which often becomes a question of balancing service levels and funding sources. The placement of a service or activity within the continuum of benefit received may require extensive discussion and at times fall into a "grey area." However, with the resulting cost-of-services information from a User Fee Study, the City Council can be assured that the adopted fee for service is reasonable, fair, and legal.

USER FEE STUDY METHODOLOGY

The Matrix Consulting Group utilizes a cost allocation methodology commonly known and accepted as the “bottom-up” approach to establishing User Fees. The term means that several cost components are calculated for each fee or service. These components then build upon each other to comprise the total cost for providing the service. The following chart describes the components of a full cost calculation:



The following subsections discuss the two components of the basis of the full cost.

TIME ESTIMATION

Utilization of time estimates is a reasonable and defensible approach, especially since experienced staff members who understand service levels and processes unique to the City developed these estimates. The project team worked closely with City staff in developing time estimates with the following criteria:

- Estimates are representative of **average times** for providing services. Extremely difficult or abnormally simple projects are not factored in the analysis.
- Estimates reflect the time associated with the **position or positions** that typically perform a service.
- Estimates are reviewed by the project team for “**reasonableness**” against their experience with other agencies.
- Estimates were not based on time-in-motion studies, as they are not practical for the scope of services and time frame for this project.
- Estimates match the current or proposed staffing levels to ensure there is no over-allocation of staff resources to fee and non-fee related activities.

The Matrix Consulting Group agrees that while the use of time estimates is not perfect, it is the best alternative available for setting a standard level of service on which to base a jurisdiction’s fees for service and meets legal requirements.

The alternative to time estimating is actual time tracking, often referred to billing on a “time and materials” basis. Except in the case of anomalous or very large and complex projects, Matrix Consulting Group believes this approach to not be cost effective or reasonable for the following reasons:

- Accuracy in time tracking is compromised by the additional administrative burden required to track, bill, and collect for services in this manner.

- Additional costs are associated with administrative staff's billing, refunding, and monitoring deposit accounts.
- Customers often prefer to know the fees for services in advance of applying for permits or participating in programs.
- Departments can better predict revenue streams and staff needs using standardized time estimates and anticipated permit volumes.

Situations arise where the size and complexity of a given project warrants time tracking and billing on a "time and materials" basis. The Matrix Consulting Group has recommended taking a deposit and charging actual costs for such fees as appropriate and itemized within the current fee schedule.

FULLY BURDENED HOURLY RATES

The fully burdened hourly rates calculated through this study include the following components:

- **Salaries:** FY2025 Budgeted salaries were utilized and consolidated at the positional level.
- **Benefits:** FY2025 Budgeted benefits were utilized and consolidated at the positional level.
- **Productive Hours:** Based on Stonecrest's current personnel system rules, working or productive hours were calculated. This means taking the starting total working hours and reducing the hours by vacation, sick, holidays, trainings, and administrative leave.
- **Departmental / Divisional Overhead:** This captures any internal service charges or operating costs such as vehicles, supplies, etc. Additionally, this component includes the cost associated with support from Director, administrative, and analytical staff that do not directly work on fees.
- **Citywide Overhead:** This captures support provided by the City Council, City Manager, City Clerk, City Attorney, Finance, and Human Resources. The costs are based on a standard *de minimis* rate (15%).

Together these components result in the generation of fully burdened hourly rates by position / classification and / or department / division. These rates were multiplied against the time assumptions to calculate the full cost of services noted in this report.

RESULTS OVERVIEW

The motivation behind a cost of services (User Fee) analysis is for City Council and Departmental staff to maintain services at a level that is both accepted and effective for the community and to maintain control over the policy and management of these services.

It should be noted that the results presented in this report are not a precise measurement. In general, a cost-of-service analysis takes a “snapshot in time,” where a fiscal year of financial and operational information is utilized. Changes to the structure of fee names, along with the use of time estimates, allow only for a reasonable projection of subsidies and revenue. Consequently, City Council and Department staff should rely conservatively upon these estimates to gauge the impact of implementation going forward.

Discussion of results in the following chapters is intended as a summary of extensive and voluminous cost allocation documentation produced during the Study. Each chapter will include detailed cost calculation results for each fee including the following:

- **Modifications:** discussions regarding any proposed revisions to the current fee schedule, including elimination or addition of fees.
- **“Per Unit” Results:** comparison of the full cost of providing each unit of service to the current fee for each unit of service (where applicable).

The full analytical results were provided to City staff under separate cover from this summary report.

BUILDING

The Building and Permitting Division ensures that any construction within the City complies with state and local building codes and regulations. The Building fees examined in this study relate to new construction; remodels and tenant improvements; mechanical, electrical, and plumbing (MEP) permits; swimming pools; certificates of occupancy; and demolition projects. The following subsections discuss fee schedule modifications and detailed per unit results for the fee-related services provided by the Building Department.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** In discussions with City staff, the following eliminations were proposed to the current fee schedule as they represent services no longer offered by the City or are duplicative:
 - 'Electrical Permits – Low Voltage – Residential'
 - 'Plumbing Permits – Miscellaneous fee'
 - 'Sprinkler system processing'
- **New Fee:** Staff proposed the addition of a 'Temporary Certificate of Occupancy' fee to represent a service already offered by not codified on the fee schedule.
- **Condensed Fees:** Staff proposed condensing the following fees to simplify the fee schedule:
 - 'Commercial Grease Trap Processing' from a base fee with an additional fee per \$1,000 valuation to a single flat fee.
 - 'HVAC Permits' from a list of individual appliances to more general fee categories such as 'Fee per heating appliance' and 'Fee per cooling appliance'.
 - 'Plumbing Permits' from a list of individual fixtures to a single 'Fee per plumbing fixture'.
- **Modified Fees:** The following fee modifications were proposed to better clarify the services being provided:
 - 'Swimming Pool' fee was created to combine all related MEP permits and was divided into 'Single-Family' and 'Commercial / Multi-Family' categories.
 - All 'Minimum Permit Fees' were renamed 'Base Permit Fees'.
 - 'Grease Trap', 'Irrigation System', 'Sewer Service', and 'Water Service' had the phrase 'Application Processing' added to clarify that the fee is only for the City to process these applications and submit them to the County for their review.
 - The 'Technology Fee' was converted from a flat fee to a percentage-based fee; this allows the City to better recover costs for large projects that have a greater impact on technology systems.

The modifications noted ensure that the proposed fee schedule more accurately reflects the services being provided by Building and Permitting staff.

DETAILED RESULTS

The Building Division collects fees for new construction; remodels and tenant improvements; mechanical, electrical, and plumbing (MEP) permits; certificates of occupancy; swimming pools; demolition; and processing certain applications that the County reviews. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 3: TOTAL COST PER UNIT RESULTS – BUILDING

Fee Name	Current Fee	Total Cost	Difference
Building Permit Fee Schedule			
Base Permit Fee	\$175	\$178	(\$3)
Technology Fee	Modified	6%	N/A
Plan Review Fee	20%	40%	(20%)
Building Permit (New Construction)			
Building Permit Fee Schedule	\$0.0065	\$0.0085	(\$0.0020)
Interior Tenant Finish/Residential Remodel			
Minimum permit fee	\$175	\$174	\$1
Technology Fee	Modified	6%	N/A
Commercial Interior finish	\$6.00	\$9.33	(\$3.33)
Residential renovation/addition/repair	\$6.00	\$6.97	(\$0.97)
Other Fees			
Certificate of Occupancy Fee/Letter of Completion Fee	\$50	\$122	(\$72)
Temporary Certificate of Occupancy	New	\$182	N/A
Plans Revision Fee			
Residential Site Plan	\$25	\$62	(\$37)
Other	\$50	\$70	(\$20)
Resubmittal Fee - each resubmittal after the 2nd, Temporary Certificate of Occupancy, nonresidential only	\$25	\$62	(\$37)
Permit Extension - same owner	\$300	\$317	(\$17)
Change of Contractor after permit issued	\$175	\$188	(\$13)
House moving permit	\$150	\$169	(\$19)
Swimming Pool			
Single-Family	\$100	\$394	(\$294)
Commercial / Multi-Family			
Up to \$16,000 value	\$100	\$394	(\$294)
Per \$1,000.00 value added	\$7	\$7	(\$1)
Demolition			
Single-Family	\$100	\$164	(\$64)
Commercial / Multi-Family			
Up to \$16,000 value	\$100	\$164	(\$64)
Per \$1,000.00 value added	\$7	\$7	(\$1)
Temporary Construction Trailer	\$100	\$282	(\$182)
Temporary Structure	\$150	\$282	(\$132)

Fee Name	Current Fee	Total Cost	Difference
Minimum Miscellaneous Fee	\$100	\$99	\$1
Commercial Grease Trap Processing	\$200	\$49	\$51
Irrigation system Processing	\$100	\$49	\$51
After hours inspection (min. 4 hours)	\$50	\$142	(\$92)
Reinspection Fees - Building and Trades			
Reinspection - first occurrence	\$25	\$40	(\$15)
Reinspection - second occurrence	\$50	\$80	(\$30)
Reinspection - third and others	\$100	\$120	(\$20)
Plumbing Permits			
Base Permit Fee	\$100	\$109	(\$9)
Technology Fee	Modified	6%	N/A
Fee per plumbing fixture	\$5	\$20	(\$15)
Fee per gas service added	\$25	\$20	\$5
Other			
Re-inspection fee - First	\$25	\$40	(\$15)
Re-inspection fee - Second	\$50	\$80	(\$30)
Re-inspection fee - Third and subsequent	\$100	\$120	(\$20)
After hours inspection (min 4 hours)	\$50	\$142	(\$92)
Sewer Service Application Processing	\$30	\$49	(\$19)
Water Service Application Processing	\$30	\$49	(\$19)
HVAC Permits			
Base Permit Fee	\$100	\$109	(\$9)
Technology Fee	Modified	6%	N/A
Fee per heating appliance	\$35	\$40	(\$5)
Fee per cooling appliance	\$35	\$40	(\$5)
Fee per residential exhaust fan	\$15	\$40	(\$25)
Fee per commercial exhaust fan	\$25	\$40	(\$15)
Fee per gas service added	\$25	\$40	(\$15)
Fee per commercial vent hood	\$80	\$80	\$0
Fee per residential vent hood	\$25	\$40	(\$15)
Miscellaneous equipment	\$15	\$40	(\$25)
Gas Service	\$25	\$40	(\$15)
Gas Reconnect	\$50	\$50	\$0
Electrical Permits			
Base Permit Fee	\$100	\$109	(\$9)
Technology Fee	Modified	6%	N/A
Other			
Re-inspection fee - First	\$25	\$40	(\$15)
Re-inspection fee - Second	\$50	\$80	(\$30)
Re-inspection fee - Third and subsequent	\$100	\$120	(\$20)
After hours inspection (min 4 hours)	\$50	\$142	(\$92)
Temporary Service Pole	\$25	\$30	(\$5)
Number of receptacles	\$2	\$4	(\$2)
Number of Light Fixtures	\$2	\$4	(\$2)
Service Panel between 30 amps and 125 amps	\$20	\$30	(\$10)
Service Panel between 126 amps and 400 amps	\$30	\$40	(\$10)
Service Panel 401 amps and above	\$40	\$60	(\$20)
Number of appliances including furnace and air conditioning	\$5	\$10	(\$5)

Fee Name	Current Fee	Total Cost	Difference
Swimming pool, spa, Jacuzzi	\$50	\$60	(\$10)
Miscellaneous equipment	\$20	\$30	(\$10)
Construction trailer	\$50	\$60	(\$10)
Power reconnect	\$50	\$60	(\$10)
Low Voltage			
Commercial	\$50	\$60	(\$10)

The fees administered by the Building and Permitting Division generally under-recover. The largest deficits are in relation to the base fees for both 'Single-Family' and 'Commercial / Multi-Family' swimming pool permits at around \$300 each. A few fees do show over-recoveries; the largest overages are in relation to the 'Commercial Grease Trap Processing' and 'Irrigation System Processing' fees at about \$50 each. The City should review these results and adjust these fees to be in compliance with the state regulations, as well as to allow for greater cost recovery.

FINANCE

The Finance Department is responsible for administering the City’s Alcoholic Beverage and Business Licenses. The fees examined in this study relate to the administrative fees charged for managing those programs. The following subsections discuss fee schedule modifications and detailed per unit results.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, no modifications were proposed to the fees administered by the Finance Department.

DETAILED RESULTS

Finance’s fees are related to the administrative costs associated with providing Alcoholic Beverage Licenses and Business Licenses. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 4: TOTAL COST PER UNIT RESULTS – FINANCE

Fee Name	Current Fee	Total Cost	Difference
Alcoholic Beverage E License			
Administrative Fee			
Beer/Wine	\$100	\$214	(\$114)
Liquor	\$200	\$214	(\$14)
Business Licenses			
Administrative Fee	\$75	\$131	(\$56)

The administrative fees administered by the Finance Department all under-recover the associated costs. The largest under-recovery is for a ‘Beer/Wine’ permit at just over \$100. The smallest under-recovery is for a ‘Liquor’ permit at about \$15.

PARKS & RECREATION

The Parks and Recreation Department operates and maintains the City's parks and facilitates various activities and programs for City residents. The fees examined in this study relate to facility, field, and pavilion rentals; athletic activities; and camps. The following subsections discuss fee schedule modifications and detailed per-unit results.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** Staff proposed eliminating the 'Field Rentals – Artificial Turf Fields' fee, as the City currently does not have any of these fields available for rent.
- **New Fees:** Staff proposed the addition of the following fees as they highlight services the City would like to provide in the near future:
 - 'Afterschool Programming'
 - 'Co-Ed Softball League'
 - 'Co-Ed Kickball League'
 - 'Co-Ed Volleyball League'
 - 'Concession Stand' Rental
 - 'Flag Football'
 - 'Lacrosse'
 - 'Men's / Women's Basketball League'
 - 'School Break Camps'
 - 'Soccer'
 - 'Track and Field'
 - 'Tumbling'
 - 'Youth Basketball Clinic'
 - 'Youth Basketball League'
 - 'Youth T-Ball / Baseball League'
- **Expanded Fees:** For all rentals of spaces in the Browns Mill Recreation Center, staff proposed adding a separate fee for 'Specialty Groups.'

The modifications noted ensure that the proposed fee schedule more accurately reflects the services being provided by Parks and Recreation staff.

DETAILED RESULTS

The Parks and Recreation Department collects fees for rentals, athletic activities, and camps. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 5: TOTAL COST PER UNIT RESULTS – PARKS & RECREATION

Fee Name	Current Fee	Total Cost	Difference
Browns Mill Recreation Center			
Multipurpose Room			
Event	\$250	\$289	(\$39)
Meeting	\$100	\$149	(\$49)
All Other Rentals:			
Resident	\$45	\$90	(\$45)
Non-Resident	\$70	\$90	(\$20)
Non-Profit	\$35	\$90	(\$55)
Specialty Groups	New	\$90	N/A
Multipurpose Room A or B			
Event	\$250	\$150	\$100
Meeting	\$100	\$59	\$41
All Other Rentals:			
Resident	\$35	\$74	(\$39)
Non-Resident	\$60	\$74	(\$14)
Non-Profit	\$25	\$74	(\$49)
Specialty Groups	New	\$74	N/A
Large Gymnasium			
Athletic Events	\$250	\$236	\$14
All Other Rentals:			
Resident	\$85	\$107	(\$22)
Non-Resident	\$110	\$107	\$3
Non-Profit	\$75	\$107	(\$32)
Specialty Groups	New	\$107	N/A
Auxiliary Gymnasium			
Athletic Events	\$250	\$146	\$104
All Other Rentals:			
Resident	\$60	\$84	(\$24)
Non-Resident	\$85	\$84	\$1
Non-Profit	\$50	\$84	(\$34)
Specialty Groups	New	\$84	N/A
Entire Gymnasium			
Athletic Events	\$250	\$339	(\$89)
All Other Rentals:			
Resident	\$125	\$132	(\$7)
Non-Resident	\$150	\$132	\$18
Non-Profit	\$115	\$132	(\$17)
Specialty Groups	New	\$132	N/A
Opening Facility Fee	\$100	\$85	\$15

Fee Name	Current Fee	Total Cost	Difference
Field Rentals			
Baseball / Football / Soccer / Softball			
Youth	\$40	\$35	\$5
Adult	\$50	\$35	\$15
Non-Profit	\$35	\$35	\$0
Tournaments			
Youth / Adult	\$120	\$218	(\$98)
Lights	\$50	\$85	(\$35)
Field Prep	\$75	\$168	(\$93)
Cleaning / Trash Removal	\$100	\$126	(\$26)
Concession Stand	New	\$63	N/A
Pavilion Rentals			
Salem Pav.			
<u>Half day (< 4 hrs.)</u>			
Resident	\$55	\$144	(\$89)
Non-Resident	\$75	\$144	(\$69)
<u>Full day (4 + hrs.)</u>			
Resident	\$95	\$204	(\$109)
Non-Resident	\$135	\$204	(\$69)
Gregory Moseley Pav.			
<u>Half day (< 4 hrs.)</u>			
Resident	\$55	\$129	(\$74)
Non-Resident	\$75	\$129	(\$54)
<u>Full day (4 + hrs.)</u>			
Resident	\$95	\$174	(\$79)
Non-Resident	\$135	\$174	(\$39)
Browns Mill Pav.			
<u>Half day (< 4 hrs.)</u>			
Resident	\$55	\$135	(\$80)
Non-Resident	\$75	\$135	(\$60)
<u>Full day (4 + hrs.)</u>			
Resident	\$95	\$187	(\$92)
Non-Resident	\$135	\$187	(\$52)
Athletic Programs			
Men's / Women's Basketball League	\$600	\$1,322	(\$722)
Co-Ed Softball League	\$500	\$1,317	(\$817)
Co-Ed Kickball League	\$500	\$1,317	(\$817)
Co-Ed Volleyball League	\$500	\$1,317	(\$817)
Flag Football	\$600	\$1,317	(\$717)
Youth Basketball Clinics	\$125	\$174	(\$49)
Tumbling	\$125	\$174	(\$49)
Youth Basketball League			
Resident	\$80	\$131	(\$51)
Non-Resident	\$95	\$131	(\$36)
Youth T-Ball / Baseball League			
Resident	\$85	\$131	(\$46)
Non-Resident	\$100	\$131	(\$31)
Track and Field			
Resident	\$95	\$131	(\$36)

Fee Name	Current Fee	Total Cost	Difference
Non-Resident	\$110	\$131	(\$21)
Soccer			
Resident	\$85	\$131	(\$46)
Non-Resident	\$100	\$131	(\$31)
Flag Football			
Resident	\$85	\$131	(\$46)
Non-Resident	\$100	\$131	(\$31)
Lacrosse			
Resident	\$95	\$131	(\$36)
Non-Resident	\$110	\$131	(\$21)
Non-Athletic Programs			
Afterschool Programming	New	\$275	N/A
School Break Camps	New	\$382	N/A
Summer Camp	\$60	\$710	(\$650)

The fees charged by the Parks and Recreation Department generally under-recover the costs of providing the associated services, with some exceptions. The largest deficit is seen between the proposed fee and the total cost for the co-ed softball, kickball, and volleyball leagues at about \$800 per team.

A few rental fees show over-recoveries, ranging from just over \$100 ('Auxiliary Gymnasium – Athletic Events') to \$1 ('Auxiliary Gymnasium – Non-Resident'). It is important to note that rental fees are generally not bound by the same cost restrictions as other types of user fees; because rentals are purely voluntary transactions that are influenced by many market factors other than cost (desirability of the facility, availability of other comparable facilities in the area, etc.), these fees can be set at the market rate, rather than purely on a cost basis.

PLANNING & ZONING

The Planning and Zoning Division is responsible for managing the City's growth and development through implementation of the Comprehensive Plan and the Zoning Ordinance. The Planning and Zoning fees included in this study relate to rezoning, variances, public notice, special administrative permits, signs, and land development. The following subsections discuss fee schedule modifications and detailed per-unit results for the fee-related services provided by Planning and Zoning.

FEE SCHEDULE MODIFICATIONS

In discussions with City staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** Staff proposed eliminating the following fees as they are either no longer needed or are duplicative:
 - 'Residential – Final Plats – Inspection'
 - 'Residential – Final Plats – Final Inspection and Punch List'
 - 'Revisions'
- **New Fees:** Staff proposed the addition of the following fees as they highlight services either already provided and not codified on the fee schedule or services the City would like to provide in a different way:
 - 'Re-Posting Signs'
 - 'Sign Review'
 - 'Tree Removal Permit'
- **Condensed Fees:** Staff proposed collapsing the 'Clearing', 'Clearing and Grubbing', and 'Grading Permit' fees into a single fee for all residential and non-residential projects.
- **Expanded Fees:** For all zoning districts under the 'Rezoning from any district/major modification' section, staff proposed expanding the current list of acreage-based subcategories to include an additional subcategory for Overlays.
- **Modified Fees:** The 'Technology Fee' was converted from a flat fee to a percentage-based fee; this allows the City to better recover costs for large projects that have a greater impact on technology systems.

The modifications noted ensure that the proposed fee schedule more accurately reflects the services being provided by Planning and Zoning staff.

DETAILED RESULTS

Planning and Zoning collects fees for rezoning, variances, signs, public noticing, and land development. The total cost calculated for each service includes direct staff costs and Departmental, Divisional, and

Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

TABLE 6: TOTAL COST PER UNIT RESULTS – PLANNING & ZONING

Fee Name	Current Fee	Total Cost	Difference
Technology Fee	Modified	6%	N/A
Permit Applications			
Variations			
<u>Residential Single-Family Zoning Districts</u>			
Base	\$250	\$4,111	(\$3,861)
For each additional variance on the same piece of property (maximum of three variations)	\$50	\$417	(\$367)
<u>Medium and High Density Residential Districts, Mixed-Use Districts, Nonresidential Districts, and Commercial Uses in Residential</u>			
Base	\$350	\$4,359	(\$4,009)
For each additional variance on the same piece of property (maximum of three variations)	\$100	\$417	(\$317)
<u>All Signs</u>			
Base	\$350	\$4,111	(\$3,761)
For each additional variance on the same piece of property (maximum of three variations)	\$100	\$417	(\$317)
Sign Review	New	\$208	N/A
Zoning Certification Letter	\$50	\$124	(\$74)
Minor Modification	\$250	\$339	(\$89)
Major Modification	\$250	\$3,117	(\$2,867)
Special Land Use Permit (SLUP)	\$400	\$4,111	(\$3,711)
Swimming Pool	\$50	\$339	(\$289)
Rezoning from any district/major modification			
RE District			
0 to 5 acres	\$500	\$2,032	(\$1,532)
5+ to 10 acres	\$1,000	\$3,196	(\$2,196)
10+ to 20 acres	\$1,500	\$4,111	(\$2,611)
20+ to 100 acres	\$2,000	\$4,506	(\$2,506)
<u>100+ acres</u>			
Base	\$2,500	\$4,506	(\$2,006)
Per acre for any portion thereof over 100 acres.	\$40	\$62	(\$22)
RE District in an Overlay	New	\$4,359	N/A
RLG, R-100, R-85, R-75, R- 60			
0 to 5 acres	\$300	\$2,032	(\$1,732)
5+ to 10 acres	\$700	\$3,196	(\$2,496)
10+ to 20 acres	\$1,000	\$4,111	(\$3,111)
20+ to 100 acres	\$1,500	\$4,506	(\$3,006)
<u>100+ acres</u>			
Base	\$2,500	\$4,506	(\$2,006)
Per acre for any portion thereof over 100 acres.	\$40	\$62	(\$22)
RLG, R-100, R-85, R-75, R- 60 in an Overlay	New	\$4,359	N/A
MHP, RNC, Medium and High Density Residential Districts, Mixed-Use Districts, Nonresidential Districts			
0 to 5 acres	\$500	\$2,281	(\$1,781)

Fee Name	Current Fee	Total Cost	Difference
5+ to 10 acres	\$100	\$3,568	(\$3,468)
10+ to 20 acres	\$1,500	\$4,359	(\$2,859)
20+ to 100 acres	\$2,000	\$5,127	(\$3,127)
100+ acres			
Base	\$2,500	\$5,127	(\$2,627)
Per acre for any portion thereof over 100 acres.	\$20	\$93	(\$73)
MHP, RNC, Medium and High Density Residential Districts, Mixed-Use Districts, Nonresidential Districts in an Overlay	New	\$4,607	N/A
Public Notice			
All Land Use and Variance, and Administrative Appeal Petitions (except Administrative and Minor)			
Signs	\$80	\$45	\$35
Re-Posting Signs	New	\$45	N/A
Advertising (Public Notice)	\$50	\$68	(\$18)
Special Administrative Permit			
Temporary outdoor events			
Base	\$50	\$508	(\$458)
Per Day	\$10	\$84	(\$74)
Temporary outdoor sales, seasonal	\$50	\$508	(\$458)
Temporary Outdoor Retail Sales			
Base	\$50	\$508	(\$458)
Per Day	\$10	\$84	(\$74)
Temporary or seasonal farmer's markets; Temporary produce stand	\$50	\$508	(\$458)
Temporary Structure	\$50	\$508	(\$458)
Urban Community Garden, over 5 acres	\$50	\$508	(\$458)
Telecommunication	\$50	\$508	(\$458)
Home Occupation or Home-based business	\$100	\$339	(\$239)
Festival/Event (horseshow, music festival, etc.)			
Base	\$50	\$508	(\$458)
Per Day	\$10	\$84	(\$74)
Events, Outdoors Seasonal (Christmas tree, pumpkinseed)	\$50	\$508	(\$458)
Roadside Vendor			
Base	\$50	\$508	(\$458)
Per Day	\$10	\$84	(\$74)
Roadside Produce Stand	\$50	\$508	(\$458)
Sexually Oriented Business	\$50	\$4,359	(\$4,309)
Special Administrative Event Permit			
5 days or less	\$200	\$508	(\$308)
14 days	\$300	\$1,378	(\$1,078)
All Other Administrative Permits	\$25	\$508	(\$483)
Sign Variances			
Sign Variances			
Minor Modification	\$30	\$339	(\$309)
Major Modification	\$250	\$3,117	(\$2,867)
Sign Permit Fees			
Directional Sign/Wayfinding Signs	\$100	\$4,111	(\$4,011)
Special Event Sign	\$100	\$84	\$16

Fee Name	Current Fee	Total Cost	Difference
All other sign permits	\$100	\$508	(\$408)
Banner	\$25	\$508	(\$483)
Wall Signs			
Under 50 square feet	\$50	\$666	(\$616)
50 to 100 square feet	\$75	\$1,084	(\$1,009)
Over 100 square feet	\$100	\$1,378	(\$1,278)
Ground / Monumental Signs			
Under 50 square feet	\$100	\$666	(\$566)
50 to 100 square feet	\$150	\$1,084	(\$934)
Over 100 square feet	\$200	\$1,378	(\$1,178)
Land Development Fee Schedule			
Technology Fee	Modified	6%	N/A
Clearing or Clearing and Grubbing or Grading Permit - Residential/Nonresidential			
Review	\$300	\$852	(\$552)
Inspection	\$25	\$532	(\$507)
Tree Removal Permit	New	\$527	N/A
Development Permit			
Residential - Single Family			
Engineering (less than 2 Acres)			
<u>Review</u>			
Base	\$300	\$1,052	(\$752)
Per Lot	\$15	\$22	(\$7)
<u>Inspection</u>			
Base	\$200	\$532	(\$332)
Per Acre	\$100	\$133	(\$33)
Erosion Control (less than 2 Acres)			
Review	\$200	\$1,052	(\$852)
<u>Inspection</u>			
Base	\$100	\$390	(\$290)
Per Acre	\$50	\$66	(\$16)
Engineering (more than 2 Acres)			
<u>Review</u>			
Base	\$400	\$1,585	(\$1,185)
Per Lot	\$15	\$22	(\$7)
<u>Inspection</u>			
Base	\$400	\$1,065	(\$665)
Per Acre	\$100	\$133	(\$33)
Erosion Control (more than 2 Acres)			
Review	\$300	\$1,585	(\$1,285)
<u>Inspection</u>			
Base	\$200	\$656	(\$456)
Per Acre	\$50	\$133	(\$83)
As-Built Plans Review			
Review	\$0	\$66	(\$66)
Inspection	\$0	\$133	(\$133)
Residential - Town Homes (Fee Simple)			
Engineering			
<u>Review</u>			

Fee Name	Current Fee	Total Cost	Difference
Base	\$300	\$390	(\$90)
Per Lot	\$15	\$22	(\$7)
<u>Inspection</u>			
Base	\$400	\$532	(\$132)
Per Acre	\$100	\$133	(\$33)
Erosion Control			
<u>Review</u>			
Base	\$150	\$920	(\$770)
Per Lot	\$15	\$22	(\$7)
<u>Inspection</u>			
Base	\$200	\$532	(\$332)
Per Acre	\$50	\$66	(\$16)
Residential - Final Plats			
First Review			
<u>Review</u>			
Base	\$200	\$460	(\$260)
Per Lot	\$5	\$8	(\$3)
Second Review			
<u>Review</u>			
Base	\$200	\$199	\$1
Third Review and Subsequent Reviews			
<u>Review</u>			
Base	\$200	\$199	\$1
Recording Fee			
<u>Review</u>			
Base	\$100	\$136	(\$36)
Per Lot	\$20	\$45	(\$25)
Nonresidential - Condominium			
Engineering			
<u>Review</u>			
Base	\$300	\$328	(\$28)
Per Lot	\$10	\$45	(\$35)
<u>Inspection</u>			
Base	\$400	\$532	(\$132)
Per Acre	\$100	\$133	(\$33)
Erosion Control			
<u>Review</u>			
Base	\$300	\$920	(\$620)
Per Lot	\$10	\$22	(\$12)
<u>Inspection</u>			
Base	\$200	\$266	(\$66)
Per Acre	\$50	\$66	(\$16)
Nonresidential - Apartment			
Engineering			
<u>Review</u>			
Base	\$300	\$461	(\$161)
Per Lot	\$10	\$45	(\$35)
<u>Inspection</u>			
Base	\$400	\$665	(\$265)

Fee Name	Current Fee	Total Cost	Difference
Per Acre	\$100	\$133	(\$33)
Erosion Control			
<u>Review</u>			
Base	\$300	\$1,319	(\$1,019)
Per Lot	\$10	\$22	(\$12)
<u>Inspection</u>			
Base	\$200	\$266	(\$66)
Per Acre	\$50	\$66	(\$16)
Nonresidential - Commercial/Institutional			
Engineering			
<u>Review</u>			
Base	\$300	\$328	(\$28)
<u>Inspection</u>			
Base	\$400	\$665	(\$265)
Per Acre	\$300	\$133	\$167
Erosion Control			
<u>Review</u>			
Base	\$300	\$1,319	(\$1,019)
Per Lot	\$10	\$22	(\$12)
<u>Inspection</u>			
Base	\$200	\$266	(\$66)
Per Acre	\$50	\$66	(\$16)
Nonresidential - Other Service Fees			
State Water Determination Fee			
Review	N/A	\$133	N/A
Inspection	\$200	\$266	(\$66)
Arborist Tree Assessment Fee (Per Site Visit)			
Review	N/A	\$263	N/A
Inspection	\$150	\$263	(\$113)
Dumpster Permit Fee			
Review	\$50	\$195	(\$145)
Inspection	\$50	\$133	(\$83)
Permit Extension (3 Months)	\$300	\$332	(\$32)
Land Development Revisions (After Permit Issuance)	\$300	\$719	(\$419)
Lot Division/Combination			
Review	\$200	\$532	(\$332)
Penalty for Site Activity Prior to Obtaining Permit Review	\$300	\$532	(\$232)
Stream Buffer Variance Application Fee-Existing Home			
Review	\$100	\$133	(\$33)
Inspection	\$100	\$532	(\$432)
Stream Buffer Variance Application Fee-New			
Review	\$100	\$266	(\$166)
Inspection	\$200	\$532	(\$332)
City Review			
Review	\$300	\$332	(\$32)

Most fees administered by Planning and Zoning under-recover. The largest deficit is in relation to a 'Special Administrative Permit' for a 'Sexually Oriented Business' at about \$4,300. The next largest

under-recoveries are associated with the 'Directional Sign/Wayfinding Sign' fee (\$4,000) and the base fees for 'Variances' (from \$3,800 to \$4,000).

Two fees currently over-recover the associated costs. The Development Fee for 'Nonresidential - Commercial/Institutional – Engineering Inspection Per Acre' has the largest overcharge at about \$170.

City staff should review these results and consider adjusting fees to be in compliance with laws and regulations, as well as to allow for greater cost recovery.

COST RECOVERY CONSIDERATIONS

The following sections provide guidance regarding how and where to increase fees, determine annual update factors, and develop cost recovery policies and procedures.

FEE ADJUSTMENTS

This study has documented and outlined on a fee-by-fee basis where the City is under- and over-collecting for its fee-related services. City and Department management will now need to review the study results and adjust fees per Departmental and City philosophies and policies. The following points outline the major options the City has in adjusting its fees:

- **Over-Collection:** Upon review of the fees that were shown to be over-collecting for costs of services provided, the City should reduce the current fee to be in line with the full cost of providing the service.
- **Full Cost Recovery:** For fees that show an under-collection for costs of services provided, the City may decide to increase the fee to full cost recovery immediately.
- **Phased Increase:** For fees with significantly low-cost recovery levels, or which would have a significant impact on the community, the City could choose to increase fees gradually over a set period.

The City will need to review the results of the fee study and associated cost recovery levels and determine how best to adjust fees. While decisions regarding fees that currently show an over-recovery are straightforward, the following subsections provide further detail on why and how the City should consider either implementing Full Cost Recovery or a Phased Increase approach to adjusting its fees.

FULL COST RECOVERY

Based on the permit or review type, the City may wish to increase the fee to cover the full cost of providing services. Certain permits may be close to cost recovery already, and an increase to full cost may not be significant. Other permits may have a more significant increase associated with full cost recovery.

Increasing fees associated with permits and services that are already close to full cost recovery can potentially bring a Department's overall cost recovery level higher. Often, these minimal increases can provide necessary revenue to counterbalance fees that cannot be increased.

The City should consider increasing fees for permits for which services are rarely engaged to full cost recovery. These services often require specific expertise and can involve more complex research and review due to their infrequent nature. As such, setting these fees at full cost recovery will ensure that when the permit or review is requested, the City is recovering the full cost of its services.

PHASED INCREASES

Depending on current cost recovery levels, some current fees may need to be increased significantly to comply with established or proposed cost recovery policies. Due to the type of permit or review or the amount by which a fee needs to be increased, it may be best for the City to use a phased approach to reaching its cost recovery goals.

As an example, you may have a current fee of \$200 with a full cost of \$1,000, representing 20% cost recovery. If the current policy is 80% cost recovery, the current fee would need to increase by \$600, bringing the fee to \$800, to comply with proposed recovery levels. Assuming this service is something the City provides quite often and affects various members of the community, an instant increase of \$600 may not be feasible. Therefore, the City could take a phased approach, whereby it increases the fee annually over a set period until cost recovery is achieved.

Raising fees over a set period not only allows the City to monitor and control the impact to applicants but also ensure that applicants have time to adjust to significant increases. Continuing with the example above, the City could increase the fee by \$150 per year for the next four years, spreading out the increase. Depending on the desired overall increase and the impact to applicants, the City could choose to vary the number of years by which it chooses to increase fees. However, the project team recommends that the City not phase increases for periods greater than five years, as that is the maximum window after which a comprehensive fee assessment should be completed.

ANNUAL ADJUSTMENTS

Conducting a comprehensive analysis of fee-related services and costs annually would be quite cumbersome and costly. The general recommendation is that a comprehensive fee analysis should be conducted every five to seven years. This allows jurisdictions to ensure they account for organizational changes, such as staffing levels and merit increases, and process efficiencies, code or rule changes, or technology improvements. Developing annual update mechanisms allow jurisdictions to maintain current levels of cost recovery, while accounting for increases in staffing or expenditures related to permit services. The two most common types of update mechanisms are Consumer Price Index (CPI) and Cost of Living Adjustment (COLA) factors. The following points provide further detail on each of these mechanisms:

- **COLA / Personnel Cost Factor:** Jurisdictions often provide their staff with annual salary adjustments to account for increases in local cost of living. These increases are not tied to merit or seniority but rather meant to offset rising costs associated with housing, gas, and other livability factors. Sometimes these factors vary depending on the bargaining group of a specific employee. Generally, these factors are around two or three percent annually.
- **CPI / ECI Factor:** A common method of increasing fees or cost is to look at regional cost indicators, such as the Consumer Price Index or Employment Cost Index. These factors are calculated by the Bureau of Labor Statistics, are put out at various intervals within a year, and are specific to states and regions.

The City of Stonecrest should pick one of these factors to ensure that fees are increased in alignment with cost increases.

POLICIES AND PROCEDURES

This study has identified areas where the City is under-collecting the costs associated with providing services. This known funding gap is therefore being subsidized by other City revenue sources.

Development of cost recovery policies and procedures will ensure that current and future decision makers understand how and why fees were determined and set, as well as provide a road map for ensuring consistency when moving forward. The following subsections outline typical cost recovery levels and discuss the benefits of developing target cost recovery goals and procedures for achieving and increasing cost recovery.

TYPICAL COST RECOVERY

The Matrix Consulting Group has extensive experience in analyzing local government operations across the United States and has calculated typical cost recovery ranges. The following table outlines cost recovery ranges by major service area.

TABLE 7: TYPICAL COST RECOVERY RANGES BY MAJOR SERVICE AREA

Service Areas	Typical Cost Recovery Ranges
Building	80-100%
Finance	50-80%
Parks & Recreation	70-90%
Planning & Zoning	50-80%

On average, Stonecrest’s Building fees recover **65%** of their costs on a per-unit basis. This is below the typical cost recovery range seen in other jurisdictions. The average per-unit cost recovery for Finance is **66%**, which is within the typical cost recovery range. Parks and Recreation recovers **71%** of the costs of administering its fees, on average. This falls within the typical cost recovery range. Planning falls below the typical cost recovery range, recovering an average of **40%** of its costs on a per-fee basis.

DEVELOPMENT OF COST RECOVERY POLICIES AND PROCEDURES

The City should review the current cost recovery levels and adopt a formal policy regarding cost recovery. This policy can be general in nature and can apply broadly to the City as a whole or to each department and division specifically. A department-specific cost recovery policy would allow the City to better control the cost recovery associated with different types of services being provided and the community benefit received.

APPENDIX – COMPARATIVE SURVEY

As part of the Cost of Services (User Fee) study for the City of Stonecrest, Matrix Consulting Group conducted a comparative survey of user fees. The City identified five municipalities to be included in the comparative survey: Alpharetta, Brookhaven, Dunwoody, Marietta, and Smyrna. The project team then reviewed public documents (i.e., agenda items, staff reports, budgets, fee schedules, and ordinances) and/or contacted jurisdictions to get comparative information.

While this full report provides the City with a reasonable estimate and understanding of the true costs of providing services, many jurisdictions also wish to benchmark themselves against other comparable jurisdictions to understand the local “rates” for comparable services. This type of comparative analysis allows for the City to assess what types of changes in fee levels their community can bear. However, benchmarking does not provide adequate information regarding the relationship of other jurisdictions’ costs to their fees (i.e., policy decisions to subsidize, cost recovery goals, etc.). To contextualize this portion of the analysis, the project team provided economic and recency factors for the comparable jurisdictions.

The following sections detail various factors to consider when reviewing comparative survey results, as well as graphical comparisons of current fees and total calculated costs for various permits issued or services provided by the City.

ECONOMIC FACTORS

To provide additional context to the comparative survey information, the project team collected economic factors for the jurisdictions included. Three important economic factors to consider when comparing fees across multiple jurisdictions are: population, budget, and workforce size. These factors can impact how and when fees are administered, as a jurisdiction with a smaller population may choose to not charge a fee, or a smaller workforce size may inhibit their ability to administer a fee.

The following tables rank each jurisdiction from smallest to largest for each of these economic factors:

TABLE 8: RANKING OF JURISDICTIONS BY POPULATION

Jurisdiction	Population⁷
Dunwoody	51,795
Smyrna	57,177
Brookhaven	59,370
Stonecrest	61,015
Marietta	63,122
Alpharetta	67,275

⁷ 2024 Census estimates were used for all jurisdictions.

TABLE 9: RANKING OF JURISDICTIONS BY CITYWIDE TOTAL BUDGET

Jurisdiction	FY2025 Budget ⁸
Stonecrest	\$30,147,100
Dunwoody	\$70,533,717
Smyrna	\$105,697,703
Brookhaven	\$142,447,818
Alpharetta	\$163,590,569
Marietta	\$359,947,689

TABLE 10: RANKING OF JURISDICTIONS BY FTE

Jurisdiction	FY2025 Authorized FTE
Stonecrest	102.00
Dunwoody	127.50
Brookhaven	230.60
Alpharetta	473.50
Smyrna	480.49
Marietta	810.00

When compared to the surveyed jurisdictions, the City of Stonecrest has an average population size but the lowest budget and FTE count.

RECENCY FACTOR

While the above comparative information can provide some perspective when paralleling Stonecrest’s fees with surveyed jurisdictions, other key factors to consider are when a jurisdiction’s fee schedule was last updated and when the last comprehensive analysis was undertaken. It is important to note that even when jurisdictions have conducted recent fee studies, their fees are not always adopted at full cost recovery. The comparative results only show the adopted fee for the surveyed jurisdiction, not necessarily the full cost associated with the comparable service. The following tables detail when each surveyed jurisdiction last updated its fee schedule:

TABLE 11: LAST FEE SCHEDULE UPDATE

Jurisdiction	Response
Alpharetta	N/A ⁹
Brookhaven	2023
Dunwoody	2024
Marietta	2024
Smyrna	2025

All the surveyed jurisdictions have published an updated fee schedule within the last two to three years. However, none of the surveyed jurisdictions have conducted a comprehensive fee study.

⁸ To ensure appropriate comparisons, full operating budget (all funds) has been used for all jurisdictions.

⁹ Alpharetta generally updates fees individually on an as-needed basis.

ADDITIONAL FACTORS

Along with keeping the statistics outlined in the previous sections in mind, the following issues should also be noted regarding the use of market surveys in the setting of fees for service:

- **Cost Recovery Factors:** Each jurisdiction and its fees are different, and many are not based on the actual cost of providing services as various policy decisions may subsidize services.
- **Fee Variance Factors:** A fee with the same name may encompass different types of services or activities across jurisdictions. Variability may stem from differences in service delivery models (e.g., in-house vs. contracted), the scope of work included under the fee, and staffing configurations, all of which can influence how indirect and overhead costs are allocated.

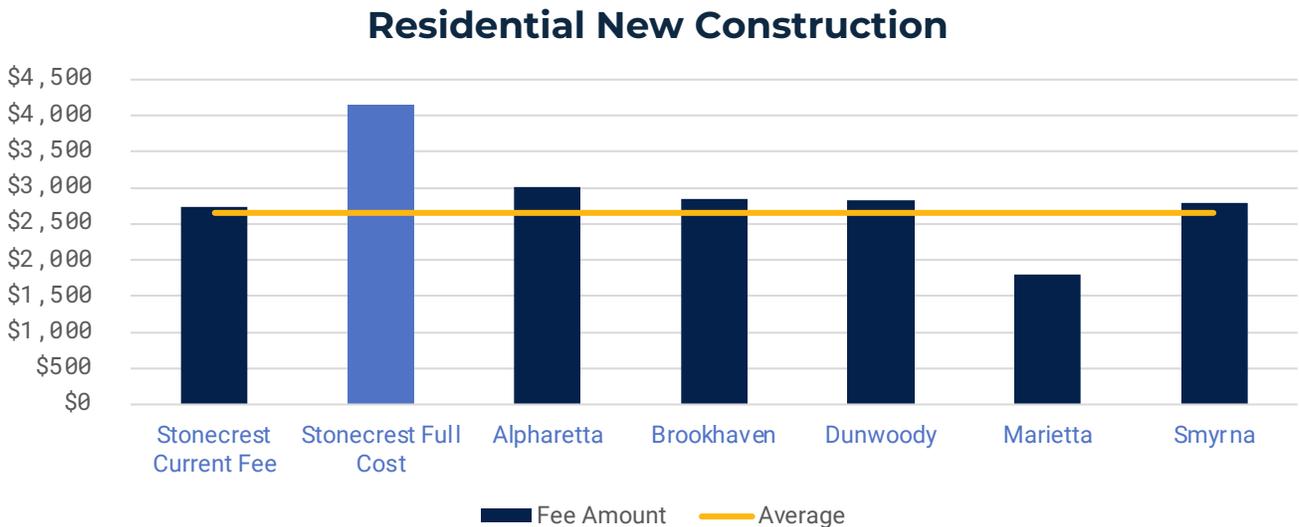
In addition to the issues noted, market surveys can also run the risk of creating a confusing excess of data that will obscure rather than clarify policy issues. Because each jurisdiction is different, the Matrix Consulting Group recommends that the information contained in the market comparison of fees be used as a secondary decision-making tool, rather than the primary method for determining an acceptable price point for services.

COMPARATIVE SURVEY RESULTS

As part of this study, the project team conducted a survey of how the City’s current user fees and calculated full cost compare to other identified jurisdictions. The following subsections provide a comparative look at several fee-related services provided by the City versus the surveyed jurisdictions.

RESIDENTIAL NEW CONSTRUCTION

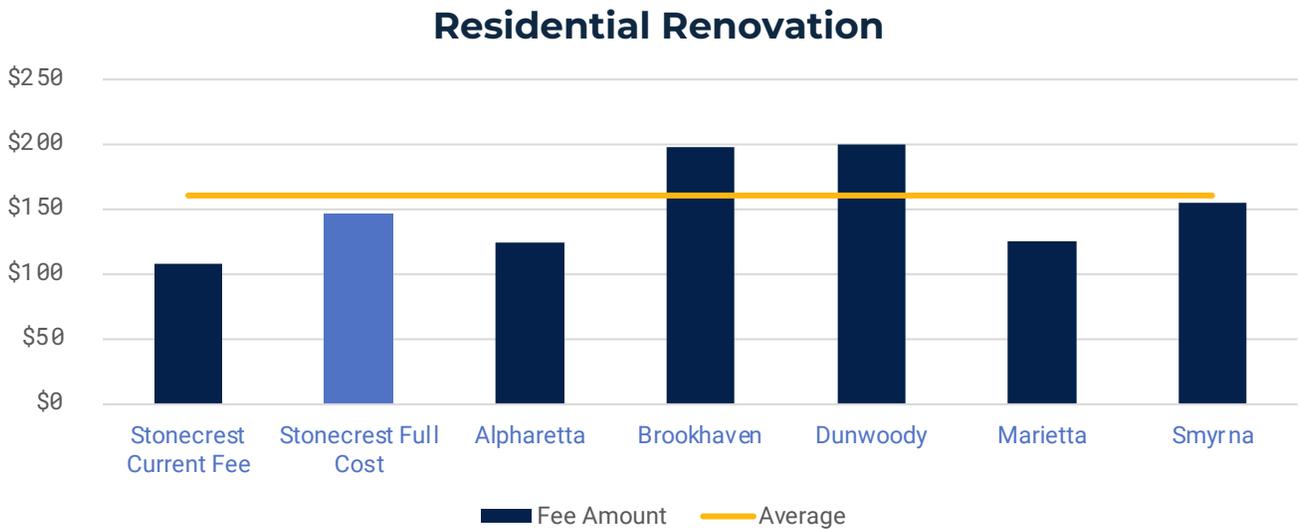
For a residential new construction project valued at \$350,000, Building and Permitting currently charges a fee of \$2,730, which includes both plan check and inspection costs. Through this study, the project team calculated the full cost of this service to be \$4,143. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.



Stonecrest’s current fee is near the jurisdictional average of \$2,655 and is most similar to Smyrna’s fee (\$2,800). The City’s full cost, however, falls significantly above average and is higher than any other surveyed municipality. Marietta has the lowest fee at \$1,800, while Alpharetta has the highest at \$3,008.

RESIDENTIAL RENOVATION

For a small residential renovation project valued at \$15,000, Building and Permitting currently charges a fee of \$108 for plan check and inspection. Through this study, the project team calculated the full cost of this service to be \$146. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.

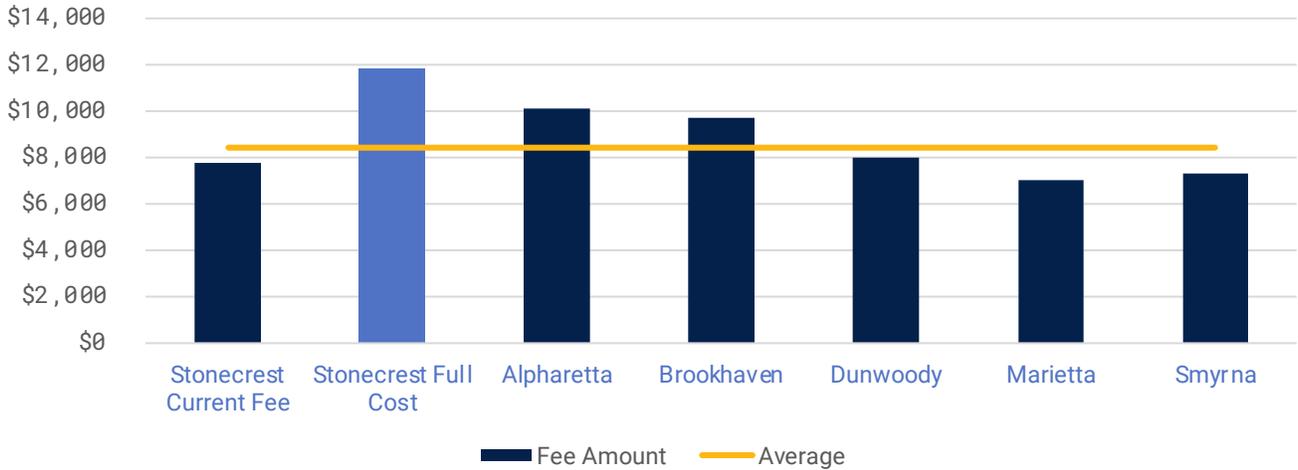


Stonecrest’s current fee and full cost are both below the jurisdictional average of \$160. The City’s current fee is most comparable to Alpharetta’s fee of \$124 and is the lowest fee among the surveyed jurisdictions. The City’s full cost is most comparable to Smyrna’s fee (\$155).

COMMERCIAL NEW CONSTRUCTION

For a commercial new construction project valued at \$1,000,000, Building and Permitting currently charges a fee of \$7,800 for plan check and inspection. Through this study, the project team calculated the full cost of this service to be \$11,837. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.

Commercial New Construction

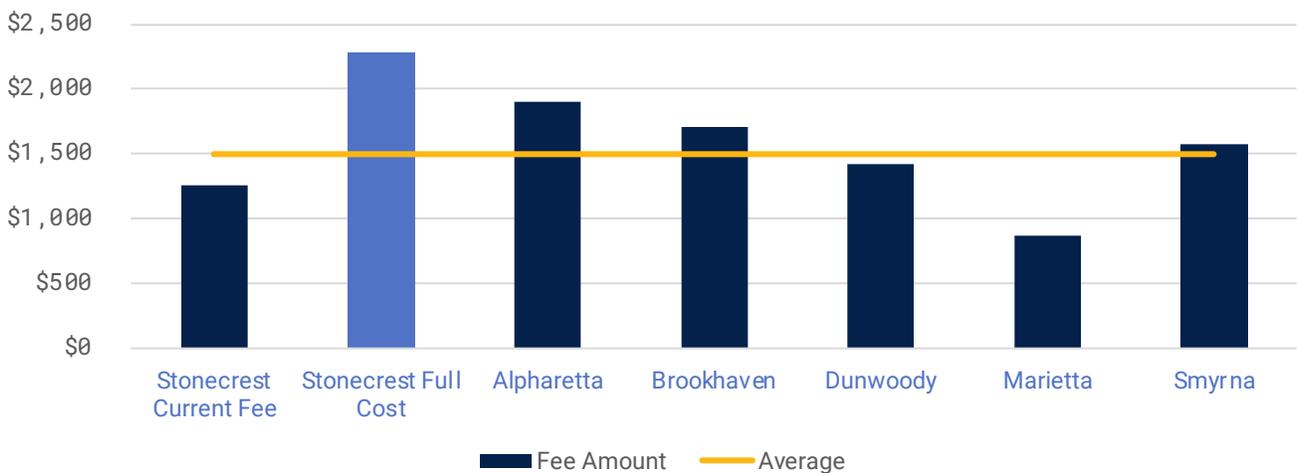


Stonecrest’s current fee falls below the jurisdictional average of \$8,465; it is most similar to Dunwoody’s fee (\$8,025). The City’s full cost, on the other hand, falls above average and is most comparable to Alpharetta’s fee of \$10,150, the highest among the surveyed jurisdictions. Marietta has the lowest fee at \$7,050.

COMMERCIAL INTERIOR FINISH

Building and Permitting currently charges a fee of \$1,260 for plan check and inspection of a commercial interior finish project valued at \$175,000. Through this study, the project team calculated the full cost of this service to be \$2,285. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.

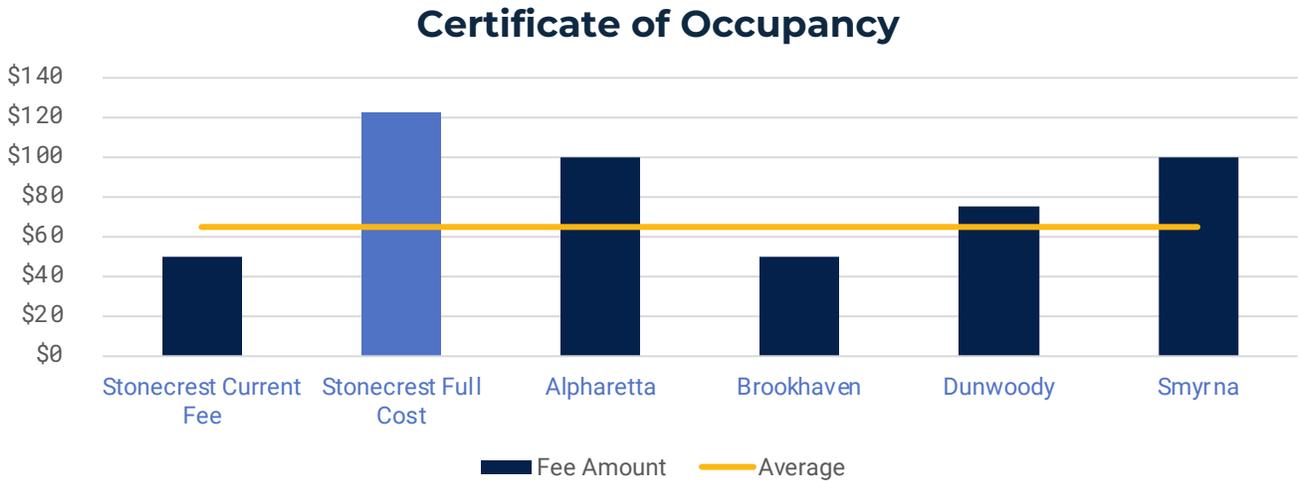
Commercial Interior Finish



Stonecrest’s current fee is below the jurisdictional average of \$1,496 and is closest to Dunwoody’s fee (\$1,425). The City’s full cost falls above average; it is higher than the fee of any surveyed jurisdiction but most similar to Alpharetta’s fee of \$1,900.

CERTIFICATE OF OCCUPANCY

Building and Permitting currently charges a fee of \$50 for a Certificate of Occupancy. Through this study, the project team calculated the full cost of this service to be \$123. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.

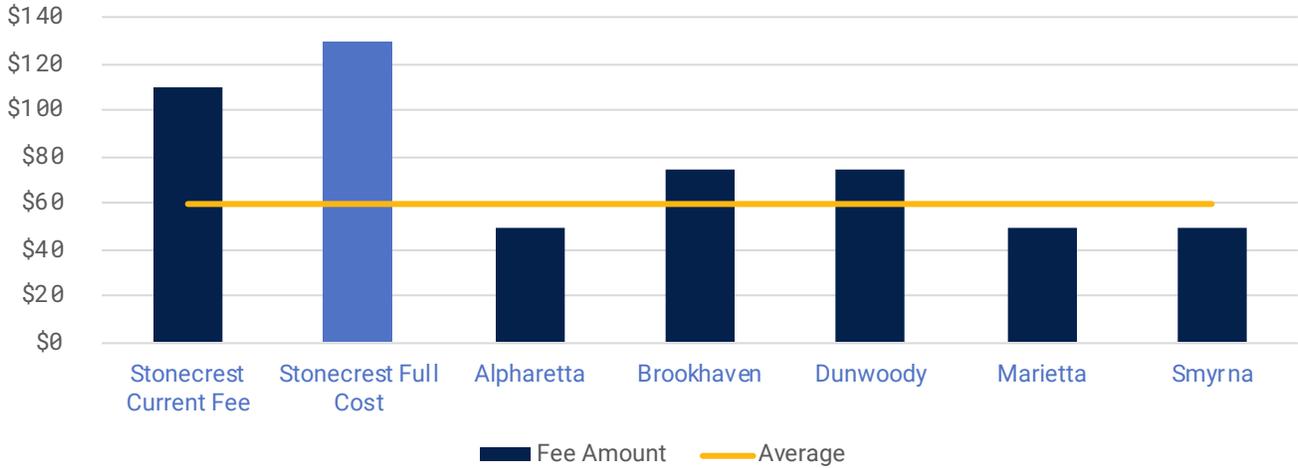


The City’s current fee is below the jurisdictional average of \$81; it is most comparable to Brookhaven’s fee, which is also \$50. Stonecrest’s full cost falls above average and is closest to Alpharetta and Smyrna’s fees (\$100 each).

WATER HEATER REPLACEMENT

Building and Permitting currently charges a fee of \$110 for the replacement of a water heater. Through this study, the project team calculated the full cost of this service to be \$130. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.

Water Heater Replacement

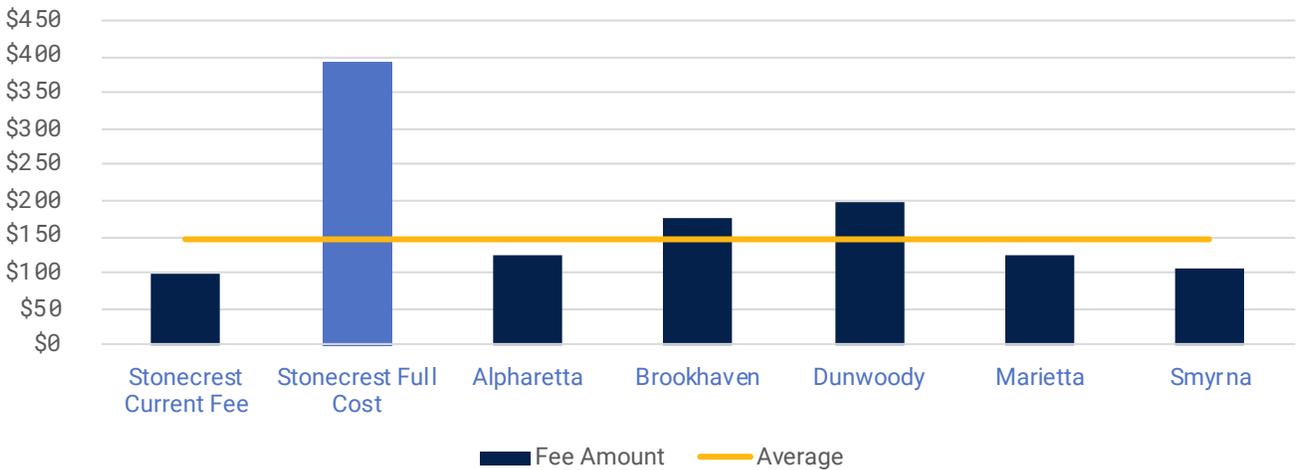


Both Stonecrest’s current fee and full cost are above the jurisdictional average of \$60. The jurisdictions with the highest fees among the survey group are Brookhaven and Dunwoody at \$75; all other jurisdictions charge \$50 for this permit.

SWIMMING POOL – SINGLE-FAMILY

Building and Permitting currently charges a fee of \$100 for a Single-Family Residential Swimming Pool permit. Through this study, the project team calculated the full cost of this service to be \$394. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.¹⁰

Swimming Pool - Single-Family



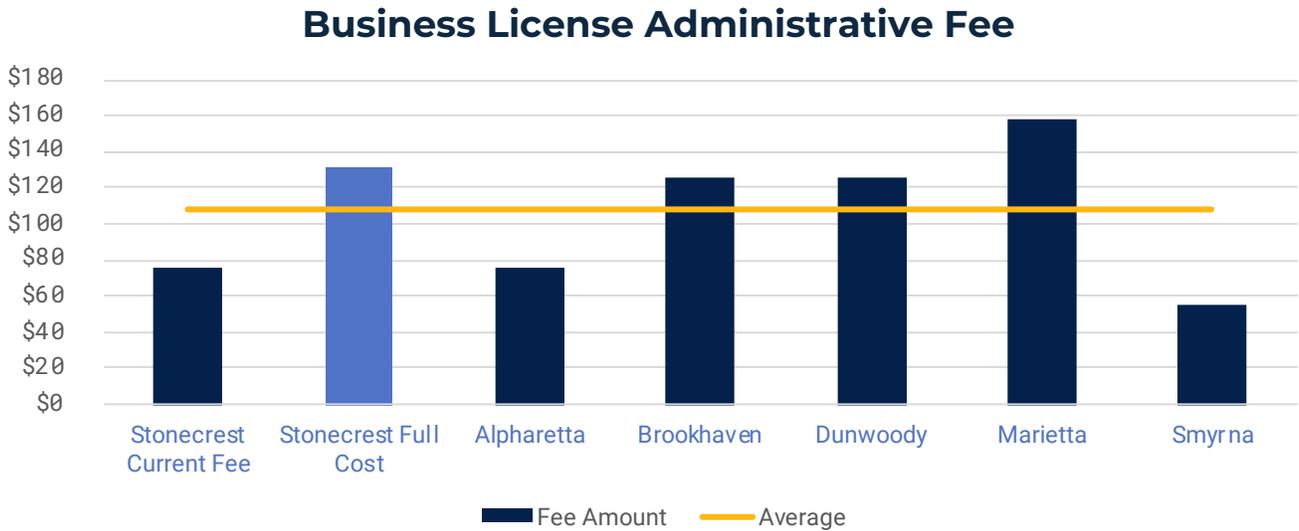
The City’s current fee falls below the jurisdictional average of \$146 and is most similar to Smyrna’s fee of \$100 (the lowest fee among the surveyed jurisdictions). Stonecrest’s full cost falls above average,

¹⁰ For those jurisdictions that do not have a separate Swimming Pool permit, a valuation of \$15,000 was used.

though, and is well above the fee of any surveyed municipality. Among the localities included here, only Brookhaven has a separate Pool fee; the other cities charge this fee based on valuation.

BUSINESS LICENSE ADMINISTRATIVE FEE

Finance currently charges a fee of \$75 as an administrative fee associated with issuing Business Licenses. Through this study, the project team calculated the full cost of this service to be \$131. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.

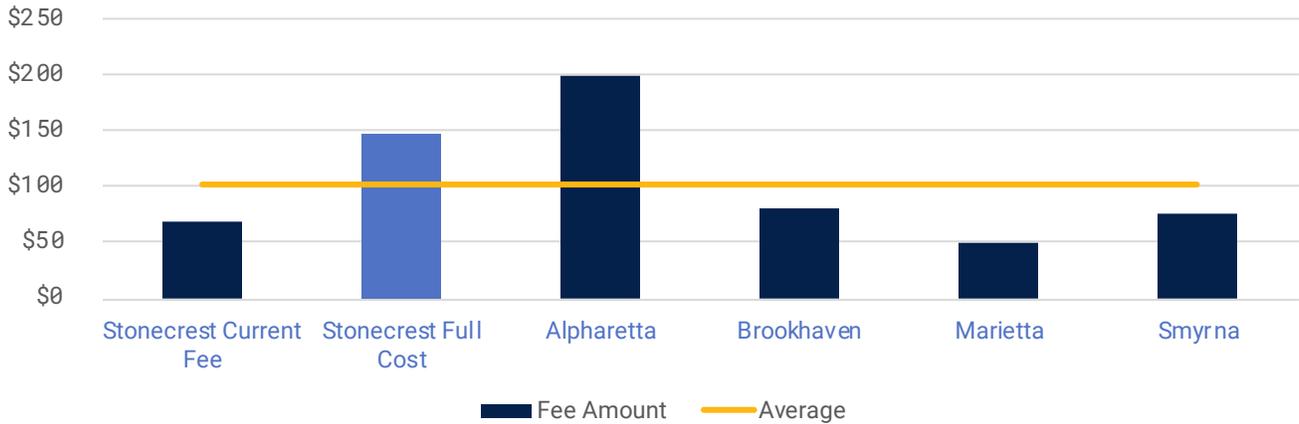


Stonecrest’s current fee is below the jurisdictional average of \$108; it is the same as Alpharetta’s fee (\$75) and higher than the lowest fee among the surveyed municipalities (Smyrna at \$55). The City’s full cost is above the jurisdictional average but lower than Marietta’s fee of \$158. Marietta charges both an Administrative Fee and a Processing Fee; both were considered together here to more directly compare to Stonecrest’s singular fee.

BROWNS MILL RECREATION CENTER MULTIPUPOSE ROOM A RENTAL

The Parks and Recreation Department currently charges a fee of \$70 for a resident to rent Multipurpose Room A at the Browns Bill Recreation Center for two hours. Through this study, the project team calculated the full cost of this service to be \$148. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.

Browns Mill Recreation Center Multipurpose Room A Rental

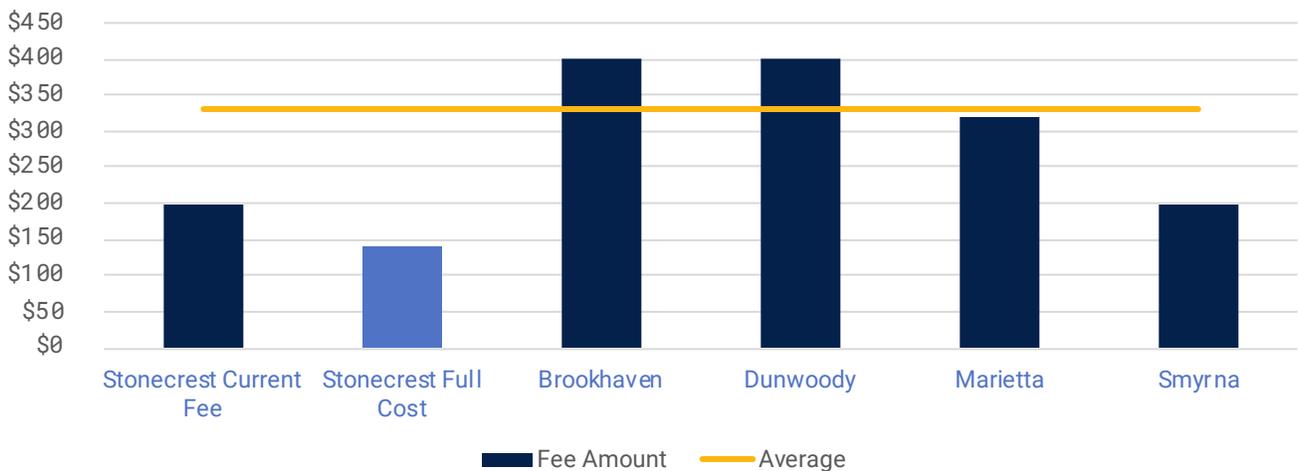


The City’s current fee is below the jurisdictional average of \$101 and most similar to Smyrna’s fee of \$75. Stonecrest’s full cost falls above average but is less than Alpharetta’s fee (\$200). It is important to note that these comparisons do not take into account factors such as the newness or desirability of the facility, although the project team makes the scenarios as comparable as possible.

BASEBALL FIELD RENTAL

The Parks and Recreation Department currently charges a fee of \$200 to rent a baseball field for an adult game for 4 hours. Through this study, the project team calculated the full cost of this service to be \$140. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.

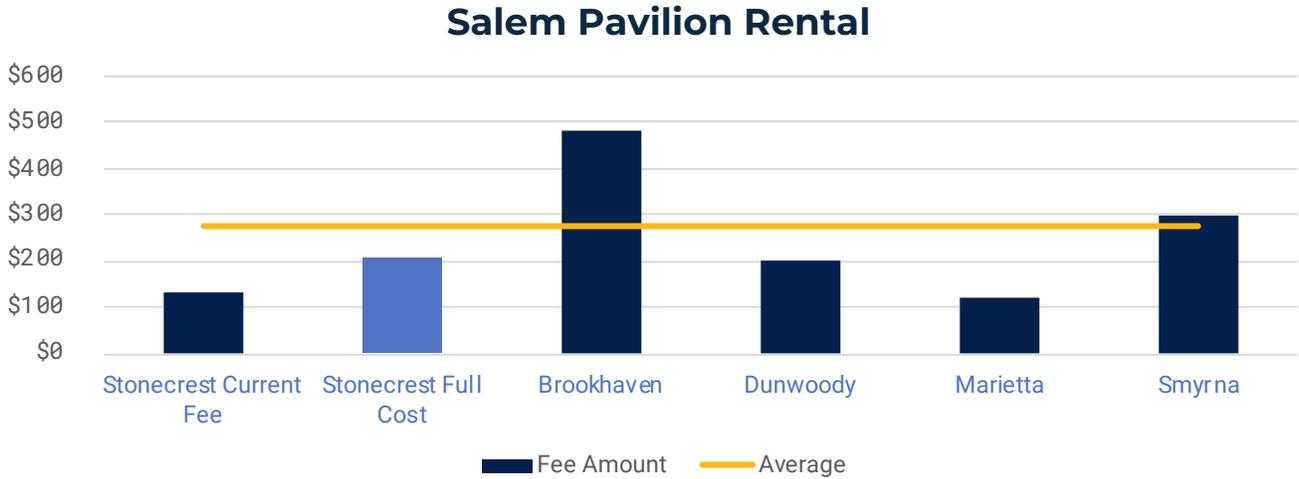
Baseball Field Rental



Stonecrest’s current fee and full cost both fall below the jurisdictional average of \$330. Both fees are most comparable to Smyrna’s fee (\$200). Notably, it is common for rental fees to be set at market rate, which may be above the cost of making those fields available for rent.

SALEM PAVILION RENTAL

Parks and Recreation currently charges a fee of \$135 to rent the Salem Park Pavilion for a full day. Through this study, the project team calculated the full cost of this service to be \$204. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.¹¹



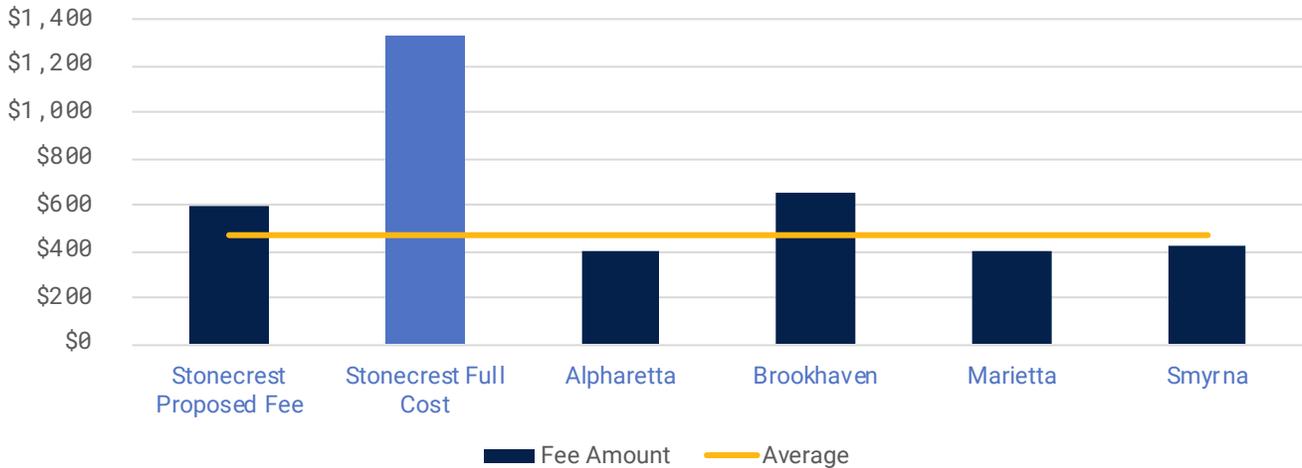
Stonecrest’s current fee and full cost both fall below the jurisdictional average of \$275. The City’s current fee is most similar to Marietta’s fee (\$120), while the full cost is closest to Dunwoody’s fee (\$200). Alpharetta does not rent most of its pavilions and does not charge for those it does rent.

MEN’S / WOMEN’S BASKETBALL LEAGUE

Parks and Recreation has proposed charging a fee of \$600 per team for a men’s or women’s basketball league. Through this study, the project team calculated the full cost of this service to be \$1,322 per team. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.

¹¹ For those jurisdictions that charge an hourly fee, a rental duration of 6 hours was used.

Men's / Women's Basketball League

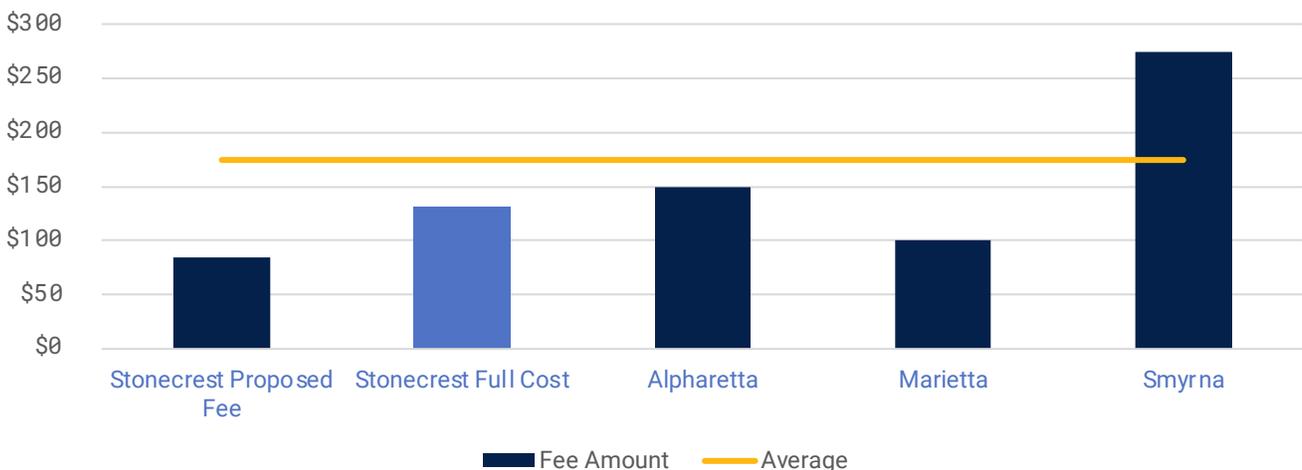


Stonecrest’s proposed fee and full cost are both above the jurisdictional average of \$468. The proposed fee is similar to Brookhaven’s fee of \$650, but the full cost is not comparable to any fee charged by the comparison jurisdictions. It is important to note that recreational activity fees are often subsidized below the full cost of providing the service.

YOUTH BASKETBALL LEAGUE

The Parks and Recreation Department has proposed charging a fee of \$85 per DeKalb County resident for participation in a youth basketball league. Through this study, the project team calculated the full cost of this service to be \$131. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.

Youth Basketball League

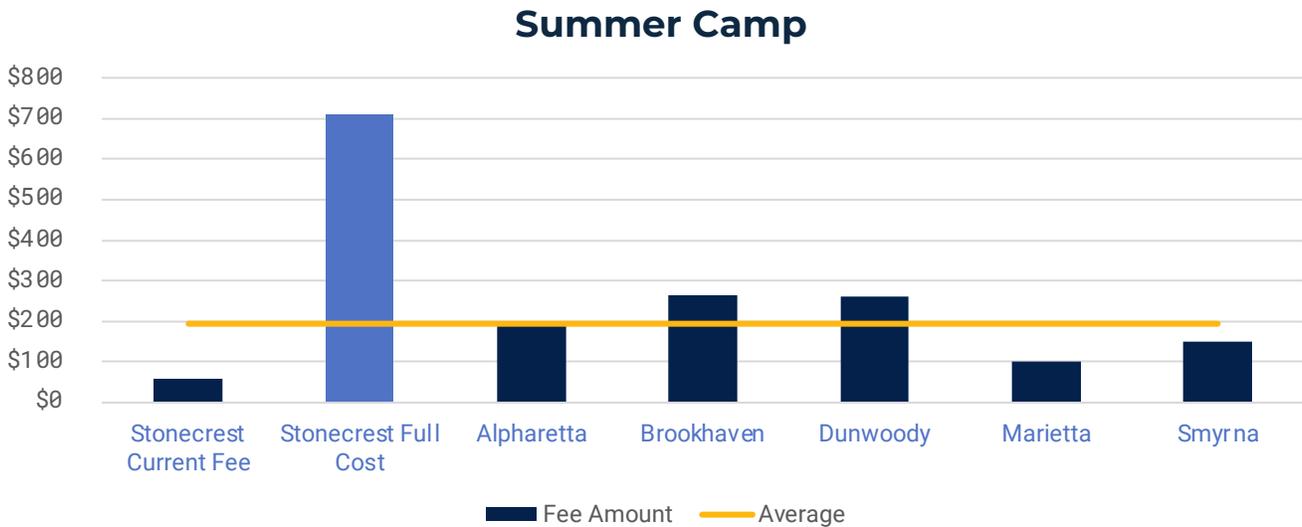


Stonecrest’s current fee and full cost are both below the jurisdictional average of \$175. The City’s current fee is most comparable to Marietta’s fee (\$85) while the full cost is most similar to Alpharetta’s fee

(\$150). Smyrna charges \$275, but it is important to note that Smyrna only provides the facility for these leagues, which are run by a local non-profit rather than in-house staff.

SUMMER CAMP

Parks and Recreation currently charges a fee of \$60 per participant per week for summer camp. Through this study, the project team calculated the full cost of this service to be \$710 per participant per week. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.

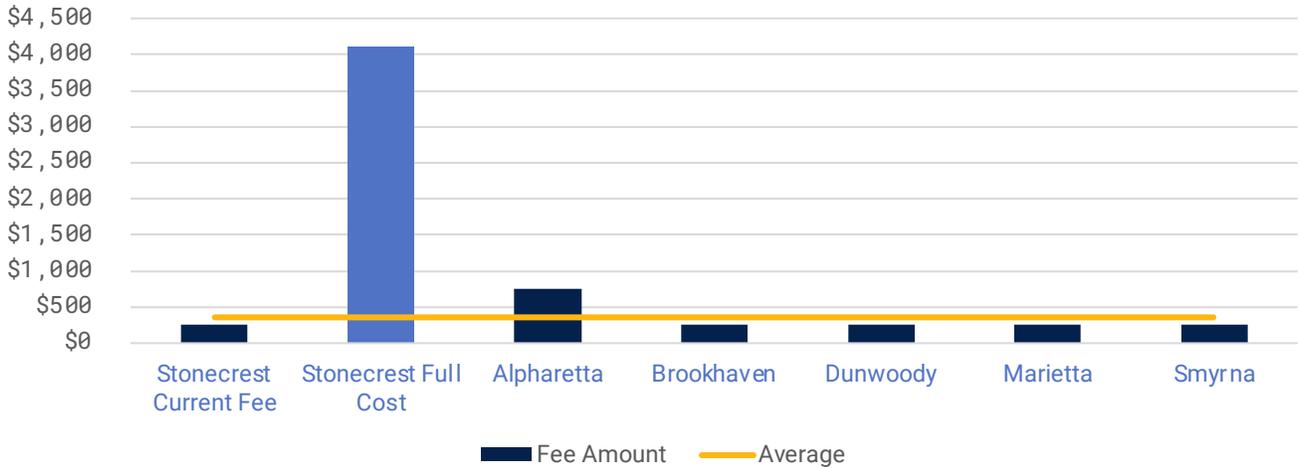


Stonecrest’s current fee falls below the jurisdictional average of \$194 and is closest to Marietta’s fee of \$100. The full cost of providing summer camp, however, is well above average and is not comparable to the fee charged by any of the surveyed municipalities. Brookhaven has the highest fee at \$265, followed closely by Dunwoody at \$260. Brookhaven’s summer camp is provided by the YMCA at Brookhaven facilities and is not provided by City staff. It is important to note that summer camp fees are often set well below full cost recovery due to the community benefit they provide.

VARIANCE – RESIDENTIAL SINGLE-FAMILY ZONING DISTRICTS

Planning and Zoning currently charges a fee of \$250 for a variance in residential single-family zoning districts. Through this study, the project team calculated the full cost of this service to be \$4,111. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.

Variance - Residential Single-Family Zoning Districts

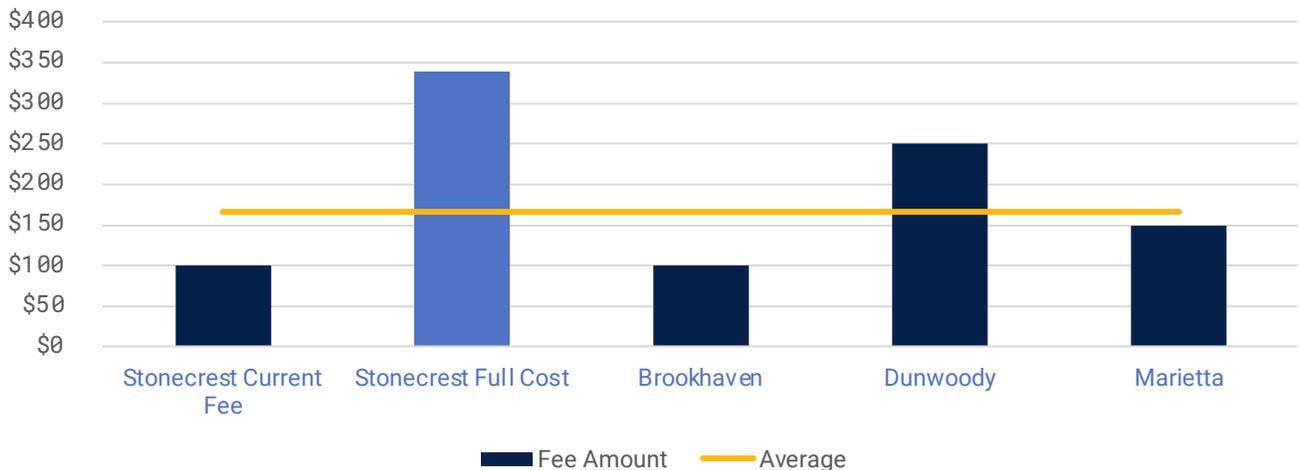


Stonecrest’s current fee is below the jurisdictional average of \$350; the full cost is well above the fee charged by any other surveyed jurisdiction. Brookhaven, Dunwoody, Marietta, and Smyrna all charge the same fee as Stonecrest (\$250). Alpharetta charges \$750 for a variance but does not consider the type of zoning district when assessing their fee.

HOME OCCUPATION OR HOME-BASED BUSINESS

Planning and Zoning currently charges a fee of \$100 for a Home Occupation or Home-based Business permit. Through this study, the project team calculated the full cost of this service to be \$339. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.

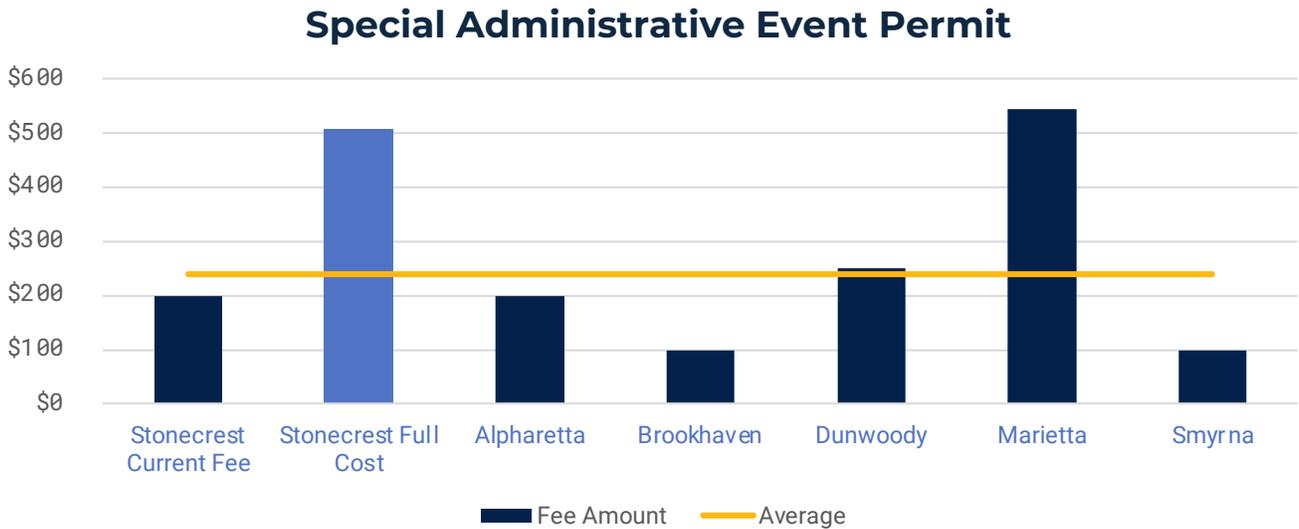
Home Occupation or Home-based Business



Stonecrest’s current fee falls below the jurisdictional average of \$167 and is the same as Brookhaven’s fee (\$100). The full cost is above average and is most comparable to Dunwoody’s fee (\$250).

SPECIAL ADMINISTRATIVE EVENT PERMIT

Planning and Zoning currently charges a fee of \$200 for a Special Administrative Event Permit for events that are 5 days or less. Through this study, the project team calculated the full cost of this service to be \$509. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.

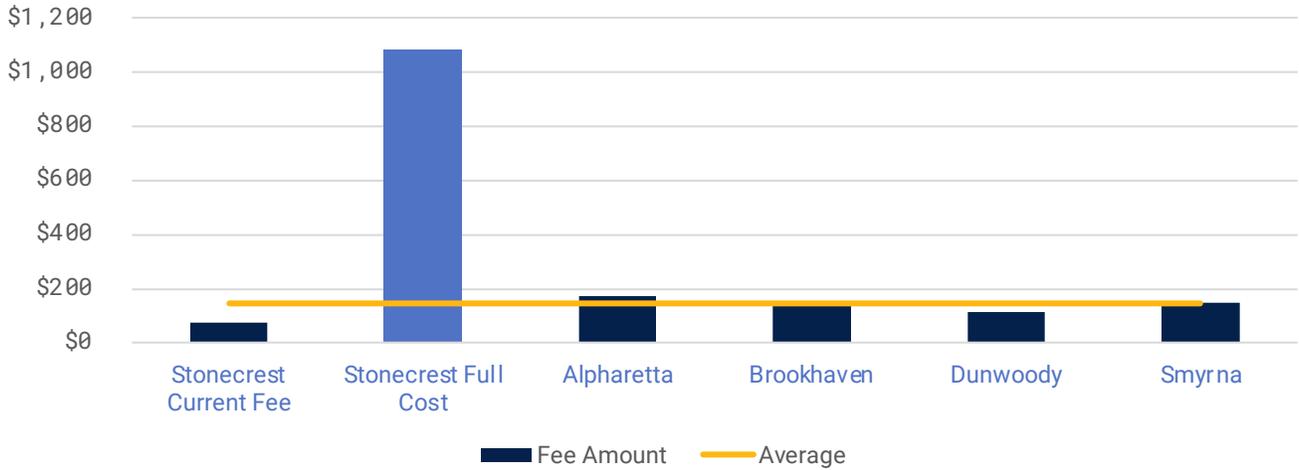


Stonecrest’s current fee is slightly below the jurisdictional average of \$239 and matches Alpharetta’s fee (\$200). The City’s full cost of providing this service is above average but similar to Marietta’s fee (\$545). Marietta’s fee as presented here includes an application fee and one event day; a longer event would incur a larger fee.

WALL SIGN PERMIT

Planning and Zoning currently charges a fee of \$75 for a Wall Sign Permit for signs that are between 50 and 100 square feet. Through this study, the project team calculated the full cost of this service to be \$1,084. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.

Wall Sign Permit

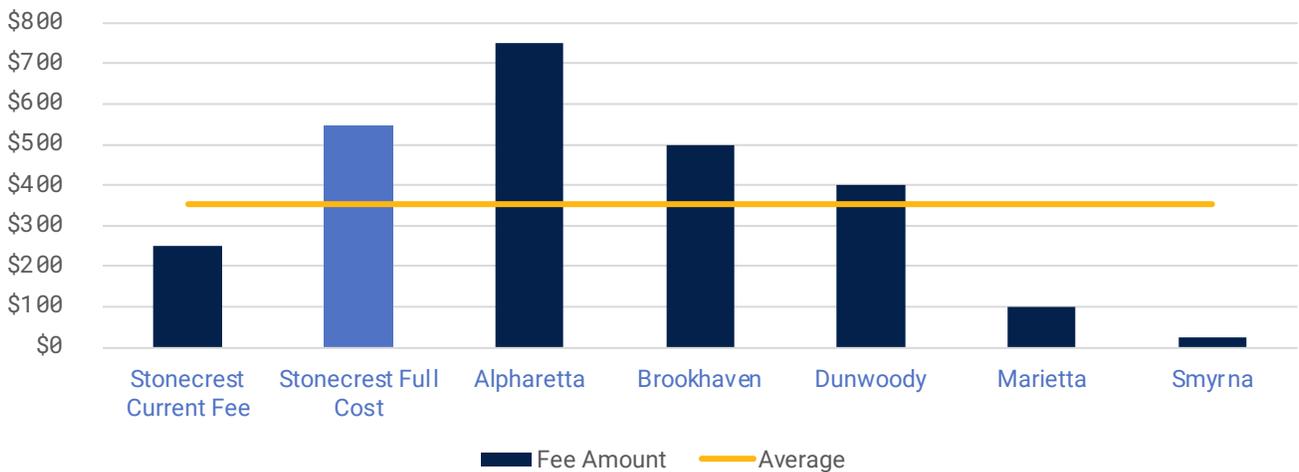


Stonecrest’s current fee is below the jurisdictional average of \$148; it is most similar to Dunwoody’s fee of \$115. The City’s full cost is well above average and is not comparable to the fees charged by any of the surveyed jurisdictions. The highest fee among the surveyed municipalities is Alpharetta’s fee at \$175.

RESIDENTIAL FINAL PLAT

Planning and Zoning currently charges a fee of \$250 for the first review of a Residential Final Plat with 10 lots. Through this study, the project team calculated the full cost of this service to be \$549. The following graph shows how Stonecrest’s current fee and full cost compare to the surveyed jurisdictions.

Residential Final Plat



Stonecrest’s current fee falls below the jurisdictional average of \$355 and falls between Marietta’s fee (\$100) and Dunwoody’s fee (\$400). The City’s full cost is above average but is comparable to Brookhaven’s fee (\$500) and below Alpharetta’s fee (\$750).

SUMMARY

Overall, Stonecrest generally has current fees that are lower than the fees of the other surveyed jurisdictions. Of the surveyed jurisdictions, Stonecrest's current fees are most comparable to Dunwoody's fees. At the same time, the City's full cost is generally above the fees charged by the surveyed jurisdictions and is most comparable to the fees charged by Alpharetta. It is important to note that the results of this survey only show the fees adopted by the respective councils, not the cost recovery policy decisions of departments or a jurisdiction. As such, the results of this survey should be used as a secondary decision-making tool.



CITY COUNCIL AGENDA ITEM

SUBJECT: Contract for Vendor Recommendation for the Installation of Rectangular Rapid Beacons (RRFB) and Yellow Flashing Traffic Beacons

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: Wednesday, January 28, 2026

SUBMITTED BY: Tanisha Boynton, Procurement Manager and Hari Karikaran, City Engineer

PRESENTER: Tanisha Boynton, Procurement Manager and Hari Karikaran, City Engineer

PURPOSE: Seeking approval to award ITB-0011-25, Installation of Rectangular Rapid Flashing Beacons (RRFB) and Yellow Flashing Traffic Beacons to American Lighting and Signalization, LLC.

FACTS: Solicitation: September 12, 2025, the City issued Invitation to Bid No. CITB-0009-25, award ITB-0011-25, Installation of Rectangular Rapid Flashing Beacons (RRFB) and Yellow Flashing Traffic Beacons. The solicitation was advertised on Bidnet and the City’s website. The solicitation was broadcast to three hundred and twenty-four (324) vendors with bids due November 3, 2025. One bid response was received. The Procurement Department conducted an internal review of each submittal. American Lighting and Signalization, LLC was deemed responsive and responsible to this solicitation and its requirements. American Lighting and Signalization, LLC award amount shall be \$117,490.00. The contractor shall have ninety (90) days from receipt of a Notice to Proceed (NTP) and Purchase Order (PO) to complete this project.

Recommendation: Based on the foregoing, it is recommended that City Council approve the recommendation for award and authorize the issuance of a Purchase Order (PO) for a not to exceed amount of \$117,490.00 for the



CITY COUNCIL AGENDA ITEM

installation of rectangular rapid flashing beacons (RRFB) and yellow flashing traffic beacons. The Director of Finance and City Manager is seeking authorization to make payment from SPLOST, GL 300-1575-541620, Traffic Signal Maintenance funds.

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

RECOMMENDED ACTION: Approve Staff recommends approval of the recommendation to award and authorize the issuance of a Purchase Order (PO) to American Lighting and Signalization, LLC to install rectangular rapid flashing beacons (RRFB) and yellow flashing traffic beacons within City limits for a not to exceed amount of \$117,490.00

ATTACHMENTS:

- (1) Attachment 1 - CITB-0011-25 Solicitation Package (Final) and Broadcast Information
- (2) Attachment 2 - Bid Tabulation Sheet and Procurement Department Internal Review Form
- (3) Attachment 3 - American Lighting and Signalization, LLC Bid Submittal
- (4) Attachment 4 - Professional Services Agreement – American Lighting and Signalization, LLC
- (5) Attachment 5 - [Click or tap here to enter text.](#)



**INVITATION TO BID
(GENERAL SERVICES)
(ITB)**

**ITB-0011-25
INSTALLATION OF RECTANGULAR RAPID FLASHING
BEACONS (RRFB) AND
YELLOW FLASHING TRAFFIC BEACONS**

SOLICITATION ISSUE DATE: Friday, September 12, 2025

**BID'S DUE DATE and OPENING DATE:
Friday, October 24, 2025, by 3:00 P.M.**

BIDNET WILL NOT ACCEPT LATE SUBMITTALS

**“Electronic” Submittals Must be uploaded to “Bidnet”
<https://Bidnetdirect.com/georgia/cityofstonecrest>**

(Paper, Faxed, E-mail, Mail Submittals Will Not Be Accepted)

**ISSUED BY:
City of Stonecrest
Procurement Department
3120 Stonecrest Boulevard
Stonecrest, Ga. 30038**

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PROCUREMENT SCHEDULED AND EVENTS	4
SCOPE OF WORK	6
GENERAL TERMS AND CONDITIONS	17
SPECIAL TERMS AND CONDITIONS	30

ADDITIONAL ATTACHMENTS AND REQUIRED FORMS:

ATTACHMENT "A" – BIDDER'S REQUIRED FORMS:

1. BID CHECKLIST
2. BIDDER'S CERTIFICATION
3. STATEMENT OF QUALIFICATIONS
4. AUTHORIZED SIGNATORIES
5. PURCHASING POLICY ADDENDUM
6. CONFLICT OF INTEREST DISCLOSURE
7. AFFIDAVIT VERIFICATION STATUS FOR CITY
PUBLIC BENEFIT APPLICATION
8. DRUG-FREE WORKPLACE
9. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE
ACT AFFIDAVIT "E-VERIFY"
10. SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(3)
11. INDEMNIFICATION CLAUSE
12. NON-COLLUSION STATEMENT
13. VENDOR CERTIFICATION REGARDING SCRUTINIZED
COMPANIES LIST
14. REFERENCES

Attachment B – Bid Cost Proposal Form (Bid Sheet)

Attachment C – GIS Map of Locations for RRFB Installation and Additional Information

Attachment D – General Details of Solar RRFB Installation

Attachment E – Request for Approved Equal Form

Attachment F – "Sample" Professional Services Agreement

GENERAL INFORMATION

Item XIII. b.

The following information and instructions are given for the purpose of guiding Bidders in properly preparing their bid responses and are standard for Invitations to Bid (ITB) Solicitations as issued by the City of Stonecrest Procurement Department. These directions and instructions have equal force and weight with the scope of services, specifications and strict compliance which is required with all of these provisions. The City may delete, modify supersede any of these standard instructions for a particular contract to Contractor or in the line item. It is the Bidder's sole responsibility to become familiar with the scope of services and requirements herein prior to submitting a bid.

For information concerning procedures, clarification, and technical assistance pertaining to this solicitation, contact the Procurement staff identified in the solicitation.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

All questions and requests for clarification concerning this solicitation and procurement process MUST be submitted in writing via Bidnet under "Message – Opportunity Q&A" at: (<https://Bidnetdirect.com/georgia/cityofstonecrest>). Please follow the instructions provided on Bidnet. The deadline to submit non-administrative questions is **Wednesday, October 8, 2025, by 5:00 P.M.** Answers to questions received will be responded to via an Addendum posted on Bidnet. Questions received after the date referenced above will not be accepted.

- No bid response will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City such as delinquent in payment of property or other taxes with Stonecrest, delinquent in payment of a loan(s) with the City, has had property acquired through foreclosure or a judgment within the past ten (10) years, has outstanding judgements or debts owed to the City, has been convicted of a felony that affects property or neighborhood or neighborhood stability, health, safety or welfare or who is deemed irresponsible or unreliable by the City Council.
- No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid response will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.
- **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included by the Bidder with the Bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general conditions in this Invitation to Bid are the only conditions applicable to this Bid and the Bidder's authorized signature on Attachment "B" - Bid Cost Proposal Form – Bid Sheet attests to this.
- **AUTHORIZED SIGNATORIES:** All associated forms must be signed by one duly authorized to do so. The individual submitting shall be authorized to sign (electronically accept) this solicitation response on the behalf of the Contractor as indicated in the Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on the behalf of the Contractor. No bid response will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.
- **BID ACCEPTANCE:** Bidder warrants, by virtue of bidding, that their bid and the prices quoted will be firm for acceptance by the City for a period of One Hundred and Twenty **(120)** days from the date of bid opening unless otherwise stated in the solicitation. The City shall award contract within this time period or shall request to the recommended awarded Contractor an extension to hold pricing, until products/services have been awarded.

- **MATERIAL MODIFICATIONS / ALTERATIONS:** Material modification and/or alterations to the ~~coverage of~~ documents herein made by the Bidder is expressly prohibited and is not enforceable. Modifications and/or alterations may render the Bidder's submission void and bar the Contractor from consideration in connection with this solicitation.
- **REQUEST FOR APPROVED EQUALS OR EQUIVALENT:** The products specified herein does not necessary constitute the exhaustive list of products required to complete this project. Therefore, the Contractor is responsible for providing any other parts and materials needed to deliver a complete and fully operational system. All items, functioning capabilities and requirements listed within the scope of work are the **MINIMUM REQUIREMENT** acceptable to the City.

The Contractor may use **Approved Equal or Equivalent** equipment and parts as applicable to stay in compliance with current industry standards. The Contractor shall provide the City technical specification, data sheets for any equipment, parts, and accessories that meets or exceeds the minimum requirement listed in herein. Bidders shall complete **Attachment "F" - Request for Approved Equal Form and submit request to Tboynton@stonecrestga.gov on or before 5:00PM, Wednesday, October 8, 2025.** Requests received after the date and time specified will not be reviewed or accepted. Approval of such request is at the control and approval of the City.

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PROCUREMENT SCHEDULE AND EVENTS

1. PRE-BID MEETING:

There will be not be a Pre-Bid Meeting for this solicitation.

It will be the sole responsibility of the Bidder to become familiar with the scope of work and City requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

2. TRANSACTION FEES:

The City of Stonecrest uses Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) to distribute solicitations. There is no charge to Contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded Contractor.

3. ELECTRONIC BID SUBMISSION DEADLINE:

Electronic Bid Responses shall be submitted via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) in response to this solicitation, prior to the designated bids due date and time indicated in the solicitation, **Friday, October 24, 2025 by 3:00PM. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED.**

BID BOND: REQUIRED FOR THIS SOLICITATION

FAILURE TO SUBMIT A BID BOND WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION. BIDDER'S MUST SUBMIT A COPY OF THE BID BOND WITH BID SUBMITTAL.

BID BOND MUST BE MAILED OR HAND DELIVERED TO: FAILURE TO SUBMIT A BID BOND WILL PRIOR TO 12:00 PM, MONDAY, SEPTEMBER 9, 2025, WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

PERFORMANCE AND PAYMENT BOND: IS REQUIRED FOR THIS SOLICITATION. FAILURE TO SUBMIT PROOF OF BONDABILITY WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

NOTE: In addition to submitting *Attachment "A"* – Bidder's Required Forms and *Attachment "B"* – Bid Cost Proposal (Bid Sheet), Bidder's **MUST** submit the manufacturer information consisting of but not limited to; pictures and technical specification for the Gazebo being offered in response to this solicitation **BY BIDS DUE DATE AND TIME. FAILURE TO SUBMIT THE REQUESTED MANUFACTURER INFORMATION WITH BID SUBMITTAL WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.**

4. ELECTRONIC BID OPENING:

All Invitations to Bid solicited by the City of Stonecrest will be opened electronically via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) at the date and time indicated in the solicitation. This meeting will be conducted virtually via "Microsoft Teams Meeting" Platform and in-person at City Hall, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30038, Lithonia Conference Room. Bidders may attend this meeting in real time on a computer, laptop, cell phone or any other device with Wi-Fi access. Get the app now and be ready when your first meeting starts <https://www.microsoft.com/en-us/microsoft-teams/downloadapp>.

Microsoft Teams meeting

Join on your computer, mobile app or room device

Meeting ID: 262 912 335 828 9

Passcode: hH9Ad9ur

Information on bid results and solicitations currently out to bid can be obtained on the City website.
<https://www.stonecrestga.gov/199/Procurement>

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SCOPE OF WORK

1. PURPOSE:

The City of Stonecrest (“City”) is seeking qualified and experienced bidders to respond to a fixed (one-time) project for installation of Rectangular Rapid Flashing Beacons (“RRFBs”) and Yellow Traffic Beacons at various locations within the City. Work shall be performed in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (“ITB”).

The Contractor shall furnish all labor, materials, equipment, personnel, tools, supervision, transportation, machinery and other incidentals necessary to perform the work requested herein and typical of these types of projects.

Prices offered on the *Attachment “B”* - Bid Cost Proposal Form (Bid Sheet) are all inclusive and shall constitute complete compensation.

2. BACKGROUND:

Stonecrest is a community of approximately 60,000 people that was incorporated in 2017. The City is located along Interstate 20 roughly three miles east of I-285 (“The Perimeter”) and 20 miles east of Downtown Atlanta. Stonecrest is in the southeastern portion of DeKalb County and is bordered by Rockdale County to the east, Henry County to the south, and the City of Lithonia and unincorporated DeKalb County to the north and west. I-20 separates the City into a northern area which includes residential neighborhoods, commercial development along Covington Highway, industrial parks that date to the 1960s and active quarries that predate incorporation by 130 years. South of I-20 features regional retail and lodging, suburban neighborhoods, and substantial outdoor recreation areas.

This project aims to enhance traffic safety at crosswalks. Additionally, the City seeks to install the yellow traffic beacons and supporting bases on either side of Turner Hill Road just north of its intersection with Rockland Road. This will enhance traffic safety by giving motorists travelling south on Turner Hill Road advanced notice that they are approaching a dangerous intersection.

3. CONTRACT ADMINISTRATOR/DESIGNEE/PROJECT MANAGER:

The designated Contract Administrator for this project is Hari Karikaran, P.E., City Engineer, he can be reached at hkarikaran@stonecrestga.gov or (770) 224-0200. The Contractor will work with the Contract Administrator / Designee to complete this project.

Designee: Patrick Walker, pwalker@stonecrestga.gov or (770) 224-0220.

4. GOVERNING REGULATIONS:

The Contractor shall perform the work requested herein in accordance with Georgia Department of Transportation (GDOT) Signs and Marking Design Guidelines, State, Federal, Local, and City rules, regulations, policies, procedures and requirements specific to the type of work to be performed herein.

5. PROJECT LOCATION: (See *Attachment “C”* – GIS Map of Locations for RRFB Installation and Additional Information)

Rectangular Rapid Flashing Beacons (RRFBs) and associated signage will be installed at five (5) locations within the City, Four (4) of the five (5) locations are adjacent to schools. Refer to *Attachment “C”* for additional information.

6. PROJECT MEETINGS:

After the contract is awarded and prior to commencement of any work, a meeting will be held between the Contractor, City representative, and others affected by this work. The time and place of the meeting will be arranged by the City Contract Administrator/Project Manager. The project schedule and dates for completion will be established during this meeting.

6.1 At the conference, the Contractor shall identify his designated project manager, foreman, site supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the work. The designated project manager shall represent the Contractor, and communications given to the project manager shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed in written requests in each case.

- 6.2 At the meeting, the Contractor shall furnish in writing to the City's Contract Administrator the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work.
- 6.3 The City will promptly reply to the Contractor in writing stating whether or not, after due investigation, has reasonable objection to any such proposed person or entity.
- 6.4 The Contractor shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- 6.5 Regular Meetings:
There will be regular meetings throughout this project. The Contractor, all sub-contractors shall participate in these meetings. Representatives of governmental agencies with jurisdiction may also participate in these meetings.
- 6.6 Project Progress Reports:
The Contractor shall provide timely progress reports for each phase of this project. The Contractor and Contract Administrator / Designee will determine what information is to be submitted as the project progress report upon mutual agreement.

7. ISSUANCE OF NOTICE TO PROCEED AND PURCHASE ORDER (PO):

The Contractor shall not commence any work until receipt of a Notice to Proceed (NTP) from the Procurement Official and receipt of a Purchase Order (PO). Upon receipt of the NTP and PO, the Contractor shall commence work upon the direction of the Contract Administrator / Designee.

8. PROJECT DURATION:

The Contractor shall complete all services no less than **Ninety (90)** days from receipt of Purchase Order and Notice to Proceed (NTP).

Time is of the essence for the Contractor's performance of the work. The Contractor is expected to complete this project as expeditiously as possible. The work to be performed under this contract shall commence upon issuance of a Purchase Order (PO) and in conjunction with a Notice to Proceed (NTP). Contract Time extensions will not be allowed for holidays or vacations. At a minimum, the selected Contractor must adhere to the following schedule as set by the City:

- 8.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **10** calendar days of the date of the Notice to Proceed.
- 8.2 Preliminary Project Schedule:
Within Ten **10** days after notice of award and as a condition precedent to executing the Contract, prior to commencement of any work, the Contractor shall submit their preliminary project schedule to the City for review and approval. The schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the project (in the form of tabulation, chart/graphic, as applicable), procurement of materials, scheduling of equipment, installation, and phases of each work site, estimated start and completion dates of the various project activities.
- 8.3 The Work shall be Substantially Completed within **60** calendar days, after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 8.4 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **90** calendar days, after the date when the Contract Time commences to run as provided in the Notice to Proceed.

9. **WORK TO BE PERFORMED:**

The Contractor shall furnish all materials, equipment, tools, and the performance of all necessary labor necessary to complete the scope of work requested herein. Work shall include but is not limited; supply and installation of the beacons. RRFB beacons are to be installed at five (5) locations. Additionally, a pair of yellow flashing traffic beacons are to be installed on Turner Hill Road (See *Attachment "C"*).

9.1 **Supply and Installation of Beacons:**

The Contractor shall supply and install the beacons in accordance with *Attachment "D"* – General Details of Solar RRFB Installation. Beacons shall be installed in accordance with manufacturer's requirements.

9.2. **Material and Minimum Technical Specifications or Approved Equal To:**

The Contractor shall provide beacons that are in the same style depicted in *Attachment "D"* – General Details of Solar RRFB Installation or an Approved Equal To.

Note: Please Refer to page ITB-3, Request for Approved Equals or Equivalent. Contractor shall provide the accepted and approved gazebo style and type submitted bid response.

Alternatives/Deviations: Alternatives/Deviations after bids due date and contract award shall be at no additional cost to the City, if accepted by the City. The Contractor shall supply and install the beacons of same or similar style and type approved by the City. Alternatives/Deviations will not be accepted without written authorization by the City. If Alternative/Deviations are approved by the City, it will be at no additional cost to the City. The amount to be paid to the Contractor shall be in accordance with Attachment "B" – Bid Cost Proposal (Bid Sheet) received on bids due date.

Minimum Technical Specifications RRFBs	Description
Compliance	RRFB flash patterns, colors, LEDs, etc. must all be in compliance with applicable most current Manual of Uniform Traffic Control (MUTCD) guidelines.
Directionality	Product able to be installed in a uni-directional or bi-directional configuration by adding/removing a light- bar without the need to remove the entire RRFB and solar engine assembly.
LEDs	Yellow/Amber LEDs
LED Lenses	Two (2) LED lenses per traffic-facing direction on each RRFB light bar. Lenses to be not less than 3 in. x 7 in. (height x width).
Side-Emitting/Tell- Tale LEDs	RRFB unit equipped with LEDs on sides of light bar (perpendicular to traffic facing direction) to provide pedestrian activation confirmation.
Light Bar Casing	Aluminum material or comparably durable material with Yellow finish.
Activation Duration	Activation duration length options between 5 seconds and 5 minutes as a minimum.

Auto Intensity Adjustment	Dynamic/automatic LED intensity adjustment to enable LEDs to operate with higher intensity during daylight hours (brighter), and with lower intensity during nighttime hours (dimmer).
General Minimum Requirement	Specified solar engines and battery system must enable 24/7, 365 operations of the RRFB unit under prevailing site conditions and assumed maximum activation rate of 300 activations/day.
System Autonomy	Minimum autonomy duration of fourteen (14) days on battery power.
Solar Angle	A fixed or adjustable solar angle between 40 and 50 degrees.
Solar Power Adequacy Assessment	Provision of a solar power report, solar array adequacy assessment, or equivalent for each installation location as requested by the City to ensure 24/7, 365 operations without disruption or down-time.
Construction/Wiring	Solar engine and battery components must be pre-wired to allow for a "plug and play" installation; minimizing installation times.
Battery Integration	Battery modules must be interchangeable to allow for batteries to be replaced without entire system being replaced.
Wireless Communication	Wireless radio communication between adjacent beacons to allow for remote activation without need for wired/hard connection.
Instantaneous Activation	Instantaneous activation (< 0.5s) of adjacent beacons wirelessly connected to the beacon which received the activation signal.
Multiple Frequencies/ Channels	Multiple radio frequencies/ channels available to allow for nearby beacons to be connected and/or separated as needed depending on configuration.
Wireless Range	Wireless connection range not less than 600 feet.
ADA Compliant	ADA compliant pedestrian pushbuttons with visual LED and two-tone audible confirmation.
Accessible Pushbutton	Able to be installed in compliance with MUTCDC guidelines for accessible pushbuttons.
Beacon Mount	Options must allow for side/top mounting on several types of posts/poles, including 2 in. x 2 in. telespar, 2.5 in to 6 in. round post/pole, 4 in. x 4 in. (nominal) wood post, 6 in. x 6 in. (nominal) wood post.

Solar Engine and Battery System Mount	Options must allow for side/top mounting on several types of posts/poles, including 2 in. x 2 in. telespar, 2.5 in to 6 in. round post/pole, 4 in. x 4 in. (nominal) wood post, 6 in. x 6 in. (nominal) wood post.
Weatherproof	All products/components must be durable and weatherproof such that they operate without issue in typical Canadian climatic environments, including but not limited to rain, snow, ice, sleet, and a reasonable windspeed.
Operating Temperatures	Minimum operating temperature not greater than -4 degrees Fahrenheit, and maximum operating temperature not less than +120 degrees Fahrenheit for all products/components.
Tamper Resistant	All products/components must be reasonably tamper-resistant by design or include designated anti-tamper features.
Warranty	24-month warranty on defects for solar panel power supply, digital components, and batteries.
Internal Clock	Internal time clock function to allow for data retrieval.
Data Collection/Reporting	Activation counts recording and exportation.

9.3 Pedestrian Crossing Site:

Each pedestrian crossing site is to have a total of two installations, one on each side of the street, including two beacons, “back-to-back”, mounted on a single pole. Each installation shall include all mounting/fastening hardware, activation, solar engine, and communication components, and additional signage (as specified in *Attachment “D”*) supports and foundations.

9.4 The contractor is responsible for utilizing the Georgia 811 notification system to mark existing utilities and ensure they are not impacted by the construction work to be performed.

9.5 Contractor shall meet with the City Engineer prior to the start of any work on site to ensure effective coordination with the City.

9.6 Exact location for placement of the beacons will be approved in the field by the City Engineer.

9.8 Beacons shall comply with latest version of the GDOT Signing and Marking Design Guidelines, see link below:

<https://www.dot.ga.gov/PartnerSmart/DesignManuals/smguides/GDOT%20SIGNING%20AND%20MARKING%20DESIGN%20GUIDELINES.pdf>

9.9 Specification of the beacons to be used shall be provided to the City Engineer prior to purchase. City Engineer will review the specifications to ensure compliance with City requirements.

9.10 Beacons for Turner Hill Road:

Minimum Technical Specific for Turner Hill Road Beacons:

One pair of yellow flashing beacons, as describe below:



Illustration of Traffic Beacon

Solar traffic beacons are devices that use solar energy to flash a warning light, typically yellow or red, to alert drivers to potential hazards. All requirements listed below shall be met:

- Beacons shall be designed to meet the standards set by the Manual on Uniform Traffic Control Devices (MUTCD).
- Must be solar powered
- Minimum 12" diameter lens
- Lens color shall be yellow
- Light emitting Diode (LED) shall have dual mount heads
- Must be capable of continuous 24-hour flash
- Capable of running for a minimum of 150 hours when fully charged
- Multi-layer sealed, waterproof, and dustproof, UV stabilized, enclosures shall be compliant with IP66 rating
- Working temperature -4°F to 120°F
- Maintenance free
- Energy Efficient – minimum 13-watt solar panel is to be used

9.11 Demolition/Removal of existing signs (where applicable):

- Details of the MOT plan shall be followed during construction.
- The portion of the sign above ground level must be completely removed returned to the City.
- Site specific Maintenance of Traffic (MOT) plans shall be provided to City Engineer for approval prior to the start of construction in the field.

9.12 Base/Mounting of new beacons:

- Foundation: Concrete support with rebar; exact size determined by engineering
- Sign poles must have "breakaway" properties when struck by a motor vehicle,
- (i.e., no concrete pillars, no cast iron poles, etc.).
- Sign construction and installation must meet current **MUTCD** (Manual on Uniform Traffic Control Devices) and State specifications

9.13 Installation:

- Professional installation of both signs and their bases at the designated locations is required.
- Ideally beacons shall be setback from the edge of pavement by 12 feet. Exact location shall be determined by City staff in the field.
- Coordination is required with the City staff for site access, traffic control, and any subsurface utility coordination.
- Adherence to all safety regulations and best practices shall occur during installation.
- Adherence to pre-approved Maintenance of Traffic plan submitted to City Engineer is required.
- Removal and proper disposal of any existing signage or debris from the installation site is required.

10. CONTRACTOR RESPONSIBILITIES:

Unless otherwise specified, Contractor will be responsible for the provision and performance of all equipment, materials, work, etc. offered in their response.

10.1 Person of Contact (POC):

The Contractor shall provide contact information for Primary and Secondary staff within the company who will be responsible for providing a response to City request for support work during the term of this agreement. Contact information shall include: Name of Contact(s), E-mail address, Website Information, Phone Number, and Fax Number.

10.2 The Contractor shall conform to all applicable OSHA, NEPA, Americans with Disabilities Act (ADA), State and Federal safety requirements, rules, regulations, policies, and procedures to perform the work requested herein.

10.3 The Contractor shall maintain all certifications, licenses, bonds, and certificate of insurance for the duration of this project until receipt of final acceptance.

10.5 The Contractor shall supervise and oversee all work performed under this contract.

10.6 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and provide reasonable protection to prevent damage to properties surrounding the work site, injury or loss to employees, materials, and equipment in connection with the performance of the work herein.

10.7 The Contractor shall be responsible for protecting all existing utilities, irrigation, drainage structures, pipes and signs within the limits of this project site shall remain in place and be in working condition during and after the completion of this project.

10.8 The Contractor shall assess the conditions at this site, notify the designated Contract Administrator / Designee in writing of any discrepancies, conflicts, or omissions promptly upon discovery, and make necessary recommendations to resolve identified issues.

10.9 The Contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately always dressed), and their compliance with City Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City projects.

10.10 The Contractor shall enforce strict discipline and good order amongst its employees and other persons carrying out work under this contract.

10.11 The Contractor shall be responsible to the City of acts and omissions of its employees, subcontractors, and other agents performing portions of the work for or on the behalf of the Contractor or any of its subcontractors.

10.12 The Contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the contractor's behalf.

10.13 The Contractor shall be solely responsible for the safety of its employees and subcontractors hired to perform the work requested herein.

10.14 The Contractor shall ensure all employees and subcontractors assigned to perform work under this contract are properly licensed, trained and certified.

10.15 The Contractor shall restore all trees, shrubbery, and sodding of all areas disturbed while performing the work herein (as applicable).

10.16 Reporting Dangerous Conditions / Situations:

The Contractor shall notify the Contract Administrator / Designee of any and all encounters with unsafe and dangerous conditions and/or unusual situations occurring at work sites while working on this project.

11. WORK SCHEDULE:

A penalty fee of \$300.00 per hour will be imposed on the Contractor for failure to comply with the work schedule provided below:

Regular work Hours: 7:00 am to 7:00 pm, Monday through Friday. The City will consider extended workdays, workweeks and hours upon written request by the Contractor on a case-by-case basis. No work will be allowed on national holidays and City observed Holidays (i.e. Memorial Day, July 4th, Labor Day, etc.). Lane closures are limited to between the hours of 9:00 am to 4:00 pm.

12. EQUIPMENT AND MATERIAL:

The Contractor shall ensure all equipment used on this project complies with and is used in accordance with all pertinent safety regulations. Comply with the manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealant and lubricants. Before construction starts on any particular sequence of work, all equipment and materials necessary for proper execution of the work shall be on site and in good/full working order.

13. LIQUIDATED DAMAGES:

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of One Hundred Dollars (**\$100.00**) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor.

14. WEATHER:

The Time of Completion for this project has been calculated assuming that the weather conditions will be average to moderate. If in the opinion of the City's Contract Administrator / Designee / Project Manager that the weather escalates to a point where the work delays on the project more than the Contractor could have reasonably anticipated or controlled, the Contract Administrator / Designee will make arrangements for extending the time of completion for each individual work order package, once the request has been made for such extensions by the Contractor.

14.1 If adverse weather conditions are the basis of a Claim(s) for additional time, such Claim(s) shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the project scheduled activities.

14.2 The Contractor will be required to promptly notify the City's Contract Administrator / Designee / Project Manager in writing of any such delays to the work, explaining its efforts to mitigate the effects of such delays. Any such notification received by the Contract Administrator / Designee / Project Manager, more than five business days after the delay has occurred will not be considered. No extension of time shall be granted for delay(s) resulting from typical weather conditions prevailing in the applicable area(s) as defined by the average of the last ten (10) years of weather data recorded with the City and the applicable jurisdiction(s).

15. DELIVERY, STORAGE, AND HANDLING:

15.1 Delivery:

The Contractor shall coordinate delivery and arrange storage of materials (if needed).

15.2 Storage:

Storage space may be limited. The Contractor shall furnish, at his/her own expense suitable secure area(s) for storing any equipment and materials that will be left on-site (*where approved*). The Contractor shall provide all necessary protective covering needed to prevent damage to surround work areas.

15.3 Security:

The Contractor shall be responsible for on-site security of tools, equipment and materials.

16. RESPONSE TIME:

The Contractor shall respond to request for services within twenty-four (24) hours of notification by the City.

17. RESTORATION OF PROPERTY:

Property - whether public or private - if damaged during construction or removed for the convenience of the work; ALL such property shall be repaired and/or replaced by the Contractor at his/her own expense in a manner acceptable to the City's Contract Administrator, prior to final acceptance of the work. Restoration of certain items (such as benches, shelters, fences, sod, etc.) shall be performed promptly for reasons of public safety, health, and welfare.

18. DISPOSAL OF EXCESS MATERIAL:

All excavated and excess material(s) which is not required for the work shall be promptly removed from site and safely disposed of by the Contractor; such removal and disposal of the applicable material(s) shall be the sole responsibility of the Contractor and conducted at his/her expense. Disposal of all materials shall be carried out in accordance with State, Local, Federal rules and regulations. No stockpiling of removed materials shall be allowed on site.

19. CONTRACTOR AND SUBCONTRACTOR UNIFORM/BADGING:

The Contractor employees assigned to this contract must wear a professional uniform with the company name permanently affixed to the uniform. Uniforms shall comply with all safety provisions from State, Federal (OSHA), and the City.

20. CONTRACTOR AND SUBCONTRACTOR VEHICLES:

The Contractor's company vehicles shall be distinctly labeled with the company name; and shall only be parked in designated spaces provided by the City.

21. DAMAGE REIMBURSEMENT:

The Contractor shall be solely responsible for, and shall reimburse the City, any and all costs and/or expense of any kind or nature relating to the correction of any damage to any City property resulting from the installation, maintenance, replacement of mounted equipment and infrastructure.

22. WARRANTY:

The Contractor shall furnish all pertinent warranty information including manufacturers' warranties, effective dates, as they become available, for all new equipment. All materials, parts, components, equipment and labor work performed shall be fully warranted and guaranteed for a minimum of One (1) year from date of completion of services and acceptance by City. Any issues with loss of connectivity, falling components, etc. should be fixed within twenty-four (24) hours of notification made by the City. Parts replaced during the warranty period shall have a warranty matching that of the original part from date of replacement. Repair or replacement defects occurring in labor or product(s) within the warranty period shall be performed and provided at no additional cost to the City.

23. CLEAN UP:

All usable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated location Contract Administrator / Designee.

24. WORK ACCEPTANCE:

- 24.1 Services performed under this agreement will be inspected by an authorized representative of the Engineering Department. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions.
- 24.2 The City shall provide written notice of acceptance or rejection within five (5) business days of completion of final inspection.

25. FINAL INSPECTION AND WORK ACCEPTANCE:

The Contractor shall notify the City when the work is complete and ready for the City's final inspection. The Contractor shall perform a joint inspection with the City's authorized representative upon the completion of installation of each beacon. After final inspection, the City's authorized representative for this project will accept the work if the Contractor has satisfactorily:

- 25.1 Corrected all deficiencies observed during the final inspection and no new deficiencies have been observed;
- 25.2 Submitted all other required contract deliverables; and
- 25.3 The Contractor shall correct work rejected by the City or work failing to conform to the requirements of this project. Corrective actions shall occur within at least five (5) business days of notice to the Contractor, unless otherwise agreed upon with City staff. The Contractor shall bear the costs of correcting such rejected work, including additional testing, inspections required and compensation for City services and expenses made necessary thereby.
- 25.4 The Contractor shall provide the following upon completion of the project:
- a. Product list containing product names, product numbers, serial numbers, contact information and method of application for all materials used on the project.
 2. Warranty (ies) as provided by Manufactures.

26. INVOICING AND PAYMENT:

The Contractor shall submit a detailed "itemized" invoice list of equipment, labor, parts, and appurtenances used under this agreement. All one-time and reoccurring charges shall be identified on the invoice. Invoices will be reviewed and approved by City staff prior to payment. Invoices shall be submitted once a month.

Note: Payment Retainage is applicable to this agreement at a rate of **10%** and will be withheld until it has been determined that the Contractor has complied with the requirements of the contract.

GENERAL TERMS AND CONDITIONS

The following instructions are given for the purpose of guiding Bidder's in properly preparing their bids responses. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. **ADDENDUMS AND INTERPRETATIONS:** No interpretation of the meaning of the plans, specifications, scope of work or other contract documents will be made orally to any Bidder. Prospective Bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated on Page ITB-2 of this solicitation package and on Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>). Questions received after this time will not be answered.
 - Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum on Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>).
 - Failure of any Bidder to receive any such addenda or interpretation shall not relieve any Bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document.
 - **Bidder** shall verify in Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) that their bid response includes "all" addenda(s) before submitting a bid. Receipt of all addenda shall be acknowledged by the Bidder(s) on the Statement of Qualification Certification Form "Addendum Acknowledgement Section" and submitted with bid response.

2. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Procurement Official. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferable, or otherwise disposable except with the prior written consent of the Procurement Official.

3. **AWARD:** This Bid shall be awarded to the Bidder providing the lowest responsive and responsible bid and meets and/or exceeds the pre-qualification requirements. Award may be in whole, or by line Item, or by group, whichever is determined to be in the best interest of City. Award will be made to the responsive and responsible Bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.

The City also reserves the right to accept or reject any or all bids, part of bids, to waive minor irregularities or variations to specifications contained in bids, minor irregularities in the bidding process, to negotiate terms with the successful Bidder and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City also reserves the right to award the contract on a split order basis; lump sum basis; individual item basis; or such combination as shall best serve the interest of the City. Awarded Bidder and all subcontractors/suppliers shall register as a Contractor with the City prior to notice to proceed and maintain active status in the City's Vendor Registration System.

4. **BIDDER'S COSTS:** The City shall not be liable for any costs incurred by Bidder's in responding to this ITB. All expenses involved with the preparation and submission of bid, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Bidder, and shall not be reimbursed by the City.

5. **BIDDER PERFORMANCE REVIEWS AND RATINGS:** The City Contract Administrator may develop a Bidder's performance evaluation report. This report should be used to periodically review and rate the Bidder's performance under the contract with performance rating as follows:
 - Excellent - Far exceeds requirements.
 - Good - Exceeds requirements
 - Fair - Just meets requirements.
 - Poor - Does not meet all requirements and Proposer is subject to penalty provisions under the contract.
 - Non-Compliance - Continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.

This rating makes the Bidder subject to the default or cancellation for cause provisions of the contract. The Bidder shall also list all discrepancies found during the review period. The Bidder shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Bidders' performance reviews and subsequent reports will be used in determining the suitability of contract extension.

6. **CODE REQUIREMENTS:** The Contractor and his or her subcontractors on this project must be familiar with all applicable Federal, State, City, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. The contractor shall ask for and receive any required inspections.
7. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the model of the current standards production available at the time of the solicitation response. The goods must be suitably packaged for shipment by a common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Contractor and purchase order number.
8. **CONE OF SILENCE:** In accordance with the State of Georgia Purchasing Act, the City prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between any person's representative seeking award from such competitive solicitation; and any City Council person or legislative staff, or any City employee authorized to act on behalf of the City Council to award a contract under this Bid.

The Cone of Silence shall be in effect as of the date the solicitation has been released and advertised, bids or other response to this competitive solicitation and shall remain in effect and subject to the terms of this section for any person or person's representative.

The provisions of this division shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the City Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any employee and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, City Council, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the City Council, awards or approves a contract, rejects all bids or responses or otherwise take action which ends the solicitation process.

Any Contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

9. **CONFLICT OF INTEREST:** All Bidders MUST disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders firm or any of its subsidiaries.
10. **CONFIDENTIAL, PROPRIETARY OR TRADE SECRET:** "If a supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the supplier must clearly redact in a separate redacted copy each such submission or portions of the submission considered to be excluded from disclosure and specify the statutory exemption justifying such exclusion, i.e., code section Official Code of Georgia Annotated (OCGA) § 50-18-72(20)(A) 'Records that reveal ...'

"Wholesale designation of a response or substantial parts of a response as 'confidential' will not be accepted by the City. If only portions of a page are subject to some disclosure, the supplier should not redact the entire page. **Please note: Even though information, financial or other, submitted by a supplier may be marked as 'confidential' or 'proprietary,' the City will make its own determination regarding which information may or may not be withheld, redacted, from**

disclosure."

11. **CONTINGENCY FEES:** By submission of this solicitation response, Bidder certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Bidder to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Bidder.
12. **CONTRACT ADMINISTRATOR:** The City may designate a Contract Administrator whose principal duties shall be:
- Liaison with Proposer.
 - Coordinate and approve all work under the contract.
 - Resolve any disputes.
 - Assure consistency and quality of Proposer's performance.
 - Schedule and conduct Proposer performance evaluations and document findings.
 - Review and approve for payment all invoices for work performed or items delivered.
13. **CONTRACT PERIOD:** This is a fixed one-time contract. There are no Renewal options for this solicitation or contract upon award. The Procurement Department shall issue a fixed one-time contract incorporating this Construction Invitation to Bid and the Bid documents submitted by the bidder awarded the contract. Time extensions may be granted due to unforeseen circumstances that necessitate an extension to complete the project(s).
14. **DEBARRED OR SUSPENDED BIDDERS:** The Bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any state, local or federal department or agency.

In accordance with Georgia State Financing and Investment Commission (GSFIC), as amended, "A contractor that has been declared in default or a contractor that is owned or controlled by the same person(s), firm(s), or corporations(s) or is a parent, subsidiary, branch, or affiliate of a contractor that has been declared in default, shall not be eligible for award of an additional contract until the default has been cured. Contracts provide that a Contractor that fails to meet the Final Completion Date is ineligible for award of contract under certain circumstances. Entities listed as "Ineligible" on the Debarred, Suspended or Ineligible Entities List include those entities that are currently in default under the terms of a contract with GSFIC and those entities that are ineligible pursuant to a contract provision or agreement. This also applies to Contractor's debarred and/or suspended by the City.

15. **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for Bid evaluation process.
16. **DRUG-FREE WORKPLACE:** Preference shall be given to a business with Drug-Free Workplace (DFW) programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.
17. **DUN & BRADSTREET REPORT REQUIREMENT:** The City of Stonecrest may review the Bidders rating and payment performance to assist in determining a Bidders(s) responsibility when being evaluated for a contract award.
18. **EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.

The Contractor selected to perform work on a City project must include the foregoing or similar language in its contracts

with any subcontractors or sub consultants, except that any project assisted by *U.S. Department of Transportation* shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract and may result in the termination of this contract or such other remedy as the deems appropriate.

- 19. GOVERNMENTAL RESTRICTION:** In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered in this Bid prior to delivery, it shall be the responsibility of the Bidder to notify the City at once. The City reserves the right to accept the alteration or to cancel the contract at no expense to the City.
- 20. INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful Bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful Bidder's sole direction, supervision, and control. The successful Bidder shall exercise control over the means and manner in which it and its employees perform the work and, in all respects, the successful Bidder's relationship, and the relationship of its employees, to the shall be that of an Independent Contractor and not as employees or agents of the City.
- 21. INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

No recourse under or upon any obligation, covenant or Contract contained in this Contract, or any other Contract or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statue or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

No provisions of this Section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

- 22. INCONSISTENCIES:** Any seeming inconsistency between different provisions of the plans, specifications, bid or contract, or any point requiring explanation must be inquired into by the Bidder, in writing, at least ten (10) days prior to the date and time set for opening bid responses See page ITB-4 of this solicitation package. After bid responses are opened, the Bidder's shall abide by the decision of the City as to such interpretation.
- 23. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the.
- 24. INSURANCE:** Bidder shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Contract, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Georgia and having agents upon whom service of process may be made in the State of Georgia.
- 25. JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Superior Court in Dekalb City. The City of Stonecrest, Georgia, the venue situs, and shall be governed by the laws of the State of Georgia. By entering into this contract, Contractor and hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in a lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.
- 26. LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of Federal, State, City, local laws, City policies, ordinances, rules and regulations, that are applicable to the items being Bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.
- 27. LOBBYING ACTIVITIES:** ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, with the State Purchasing Act and Official Code of Georgia Annotated (O.C.G.A.) Section 50-5-50 et seq) and State of Georgia Lobbying Rule 111-1-2 and applicable rules, policies and laws [GA R&R - GAC - Subject 111-1-2 VENDOR RELATIONSHIPS](#).
- 28. LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:** All Contractor(s) maintaining a business address within Dekalb City and City of Stonecrest must have a current Dekalb City and City Local Business Tax Receipt issued by the Dekalb City Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your company's/firm's Local Business Tax Receipt, contact the Dekalb City Tax Commissioner Office at (404) 371-2000 and City of Stonecrest at (770) 224-0200.
- 29. MISTAKES:** Bidders are cautioned to examine all specifications, scopes of services, scope of works, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Contractor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or calculation errors are deemed clerical errors and shall be corrected by the City. In the case of arithmetic error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. Written Amounts shall take precedence over numerical amounts. Bids

having erasures or corrections must be initialed in ink by the Bidder. Failure to do so will result in bid being deemed non-responsible and will be rejected.

30. **MODIFICATIONS:** All changes to contract, agreements, and purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
31. **NON-COLLUSION STATEMENT:** By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form located in **Attachment "A" – Bidder's Required Forms**, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

32. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The City may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email) of rejection, items shall be removed within five (5) business days by the Contractor at its expense and redelivered at its expense. The City regards rejected goods left longer than thirty (30) days as abandoned, and the City has the right to dispose of them as its own property. No written notice of rejection is needed for food(s) and drug(s). Upon verbal notice to do so, the Contractor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Contractor being found in default.
33. **NON-DISCRIMINATION:** It is the policy of the City not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of Contractors, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the Contractor's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for the State of Georgia and Dekalb City.

Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to withholding of payments to the Contractor under the Contract until the Contractor complies, and/or, cancellation, termination or suspension of the Contract, in whole or in part.

34. **NOTICE:** Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the City of Stonecrest designates:

Procurement Official, Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

The Contractor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

35. OPEN RECORDS ACT:

The Contractor shall comply with Georgia's Public Records Act, O.G.C.A. Code § 50-18-70 et seq. and City's Public Records Request Policy, by agreeing to:

GEORGIA PUBLIC RECORDS ACT:

- (a) "After final contract award has been made or after a bid has been cancelled following evaluation without intent to rebid, requests for access to supplier proposals and communications shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to the Official Code of Georgia Annotated (OCGA) § 50-18-70 et seq., GTA shall make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.
- (b) Requires the administrative review document, which records every bid or proposal conforming to the terms of the advertisement, to be available for public inspection, upon request, within one business day of the City's posting of the Notice of Intent to Award (or the Notice of Award in the event the City does not issue the Notice of Intent to Award).

CITY PUBLIC RECORDS AND REQUESTS:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by City to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in accordance with O.G.C.A., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATIONS OF O.G.C.A. Code § 50-18-70 AND CITY'S PUBLIC RECORDS REQUEST POLICY AND PROCESSES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS 3120 STONECREST BLVD., STONECREST, GA. 30038, BY EMAIL AT CITYCLERK@STONECRESTGA.GOV, OR BY TELEPHONE (770) 224-0200.

- 36. "Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or Contractors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and Contractor which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the City, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the City.

- 37. PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless and defend the City, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured

or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

- 38. PAYMENT:** Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Georgia Prompt Payment Act, O.C.G.A §§13-11-1 to 13-11-11. All applications for payment shall be submitted to the address indicated in the purchase order. The City will pay the Contractor after receipt, acceptance, and a proper invoice is received. *Invoices must bear the Purchase Order Number.*

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Georgia Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the successful Contractor's work product, and agreement cannot be reached between the City and the successful Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the successful Contractor's work product, and agreement cannot be reached between the City and the successful Proposer on a payment for the work completed and usable to the City.

- 39. PERMITS AND LICENSES:** The Contractor shall obtain, at their own expense, all permits and licenses required by law as indicated under Special Terms and Conditions Section of this solicitation and maintain the same in full force and effect throughout the Term of this Contract. Any changes of the licenses or permits shall be reported to the City within ten (10) Business Days of the change.

Failure to obtain and maintain all permits and appropriate licenses, including but not limited to any permit or license which may in the future be required by them to engage in the business of providing the type of services requested herein in Dekalb County and the City, shall constitute an event of default.

- 40. PERSONAL INVESTIGATION:** Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, Executive Director, or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

- 41. PRICES:** Firm prices shall be provided and include all handling, set-up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

- **THE CONTRACTOR:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity (ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
- **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
- **C.O.D.:** Cash on delivery shipments will not be accepted.
- **TIES:** The Procurement Department will break tie responses in accordance with the Purchasing Policy and Procurement Processes and Procedures Standard Operating Procedure.

- 42. PROTEST PROCEDURES:** In accordance with the City's Purchasing Policy, if a Contractor intends to protest a solicitation or proposed award of a contract the following apply:

- *Right to protest.* Any actual or prospective bidder, offeror, or contractor 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 complaints initially with the Procurement Official. A protest with respect to a formal solicitation shall be submitted in writing prior to the opening of bids or the closing date of submittals, unless the aggrieved person did not know and could not have been reasonably expected to know of the facts giving rise to such protest prior to bid opening or the closing date for proposals/responses.

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 Procurement Official 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 Procurement Official. The Procurement Official'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 Procurement Official.
5. Decision on Protest. The City Manager and/or Procurement Official 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 and/or Procurement Official 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 with 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 Procurement Official 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.

43. QUALIFICATIONS OF CONTRACTOR: The City will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Contractor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to City. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to consider a Contractor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Contractor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Contractor to submit such information may be grounds for termination of any contract awarded to successful Contractor. Contractor shall notify the City immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

44. REJECTION OF BIDS: The City reserves the right to reject any bid if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among Bidders. A bid response will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed best for the interests of the City.

45. RESERVATION FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Bidder whose product or service meets the terms, conditions, and specifications of the CITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

46. RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL - The Inspector General of State of Georgia has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor. The

Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Bidder to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any contract entered into with the Bidder as justification for termination.

- 47. SAFETY STANDARDS:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and O.G.C.A rules and regulations, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to Code Enforcement Department, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30338 and with bid/proposal submittals in Bidnet.

- 48. SCRUTINIZED COMPANIES:** Georgia law specifies that certain suppliers identified as “Scrutinized Companies” are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 “Scrutinized Companies” Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 “Scrutinized Companies” Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 “Scrutinized Companies” Owned by the Government of China for additional information. This is applicable for contracts worth \$100,000.00 or more.

Any supplier that has, or has had within the last three years, any business activities or other operations outside of the United States must certify that it is not a "scrutinized company". A "scrutinized company" is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil related activities, or the production of military equipment, but excludes a company which can demonstrate any of the exceptions noted in (O.C.G.A.) Section 50-5-84. Suppliers will be prompted to certify their status as part of the bidding process. If the supplier is a "scrutinized company", the supplier shall not be eligible to bid on or submit a proposal for a contract with the state entity unless the City makes a determination in accordance with (O.C.G.A.) Section 50-5-84 that it is in the best interest of the state to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring the City to make such a determination must contact the City in writing via email at Procurement@stonecrestga.gov. The written request must include the company’s name, a description of the request, and identification of the solicitation to which the supplier desires to submit a response.

False certification by a supplier as to its status as a scrutinized company may result in civil penalties, contract termination, ineligibility to bid on state contracts for three or more years, and/or any other available remedy. In the event the procurement professional has reason to believe a supplier has made a false certification, the procurement professional must report the information to Procurement Official. by submitting an email to Procurement@stonecrestga.gov.

Anti-Boycott of Israel Activities: Pursuant to O.C.G.A. § 50-5-85 This is applicable for contracts worth \$100,000.00 or more with a company that employs more than five persons, unless the contract includes a written certification that such company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel, as amended.

- 49. STATE OF GEORGIA DIVISION OF CORPORATIONS REQUIREMENTS:** It is the Contractor(s) responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Georgia and be in good standing with the Georgia Secretary of State. For further information, contact the State of Georgia, Corporations Division.

The City will review the Contractor(s) business status based on the information provided in response to this solicitation. If the Contractor is an out-of-state or foreign corporation or partnership, the Contractor should obtain the authority to conduct business in the State of Georgia.

- 50. TAXES:** The City is exempt from Federal Excise and State Sales taxes. Contractors or contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with The City *unless an exemption is available to the Contractor or contractor*, nor shall any Contractor be authorized to use the City’s Tax Exemption Number in securing such materials.

51. TERMINATION:

Availability of Funds: If the term of this contract extends beyond a single fiscal year of the City, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the City. The City Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City may terminate this contract upon thirty (30) days prior written notice to the Contractor.

For Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the provisions of this Contract, the City may upon ten (10) days prior written notice to the Contractor terminate the right of the Contractor to proceed under this Contract, or with such part or parts of the Contract as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

For Convenience: The City reserves the right, in its best interest as determined by the City, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

Non-Performance: The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

- 52. WITHDRAWALS:** Any Bidder may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bid responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid response. After expiration of the period for receiving bid responses, no bid response can be withdrawn, modified, or explained.

SPECIAL TERMS AND CONDITIONS

1. CONTRACT TERM:

This is a one-time fixed project.

2. CONTRACT RENEWAL OPTION:

There are no Renewal options for this solicitation.

The Procurement Department shall issue a fixed one-time contract and/or Purchase Order (PO) incorporating this Construction Invitation to Bid and the Bid documents submitted by the bidder awarded the contract.

3. BIDDER RESPONSIBILITY:

The undersigned Bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Georgia.

4. SPECIFIC EXPERIENCE REQUIRED:

The following expertise is required to be considered for this contract. Specific references attesting to this expertise must be submitted with bid.

Bidder shall demonstrate previous experience in performing the services requested herein, in the State of Georgia within the last **three (3) years**. Bidder shall submit proof of experience for a minimum **of two (2) projects of similar scope and scale (or larger) and shall**, for each project listed, identify location; dates of project start and end date; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

5. REQUIRED LICENSING:

In order to be deemed responsive and responsible to this solicitation, Bidder's **Must** be registered to do business in the State of Georgia, possess all required State, Federal, and Local licenses and certifications required to perform the services requested herein. **Failure to be registered in with the State of Georgia will result on a non-responsive and non-responsible determination. Submittal will not be evaluated and considered for award.**

THE CONTRACTOR MUST POSSESS A BUSINESS LICENSES, APPLICABLE GENERAL OR SPECIALIZED LICENSES AND CERTIFICATION(S) TO BE CONSIDERED RESPONSIVE AND RESPONSIBLE TO THIS SOLICITATION. Failure to submit proof of all required license(s) and certification(s) with proposal submittal will result in a non-responsive and responsible determination. Submittal will not be evaluated and considered for award.

Required licenses and certifications shall consist of the following, but are not limited to:

State:

General Contractors License

(Issued by the State of Georgia of Business and Professional Regulation)

Certified General Electrician License (Georgia Certified)

Copy of Active/Current Business License

Note: Business Must be registered to do business in the State of Georgia

6. REQUIRED PERMITS AND FEES:

The Contractor shall obtain all required state, federal, and local required permit(s) upon award and prior to commencement of any work:

Permit(s): Must be issued by the City of Stonecrest as applicable.

The awarded Contractor shall procure and pay for all permits and licenses, charges, fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in the bid price except where noted in the scope of work.

7. INSURANCE REQUIREMENTS:

Insurance requirements shall be consistent with the Department of Administrative Services, SPD-SP048, as amended. The successful Bidder entering a resulting contract with the City shall provide, pay for and maintain in full force and effect at all times during the services to be performed insurance as set forth below: **(Proof of insurability must be submitted with bid submittal).**

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

Commercial General Liability (CGL): Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Umbrella Liability	\$2,000,000

Policy must include coverage for Contractual Liability and Independent Contractors.

Professional Liability Insurance (Errors and Omissions):

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9) as amended. Any Contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than \$100,000 per accident, \$100,000 disease per employee and \$500,000 Disease policy limit. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

The Contractor and its insurance carrier waives all subrogation rights against the City, a Georgia Municipal Corporation, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with proper designated code associated with "Waiver of our Right to Recover" from others or equivalent in accordance with Official Code of Georgia (O.C.G.A) Annotated §34-9-9-8 and 34-9-11.1.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the State Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all Contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim and \$1,000,000 per aggregate arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause;
- Guaranteed policy extension provision;
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity;
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project; and
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment.

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, Contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a loss payee. This insurance shall remain in effect until the work is completed, and the property has been accepted by the City.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the City.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.
- b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.
- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. **The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.**
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.

h. **The Contract and/or Solicitation Number, event dates, or other identifying reference must be listed on the certificate.**

The Certificate Holder should read as follows:

City of Stonecrest
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Georgia, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the Procurement Department as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractor comply with these insurance requirements. All coverages for independent and subcontractor shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: SOLICITATION NUMBER AND PROJECT DESCRIPTION MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF STONECREST MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the bid response to demonstrate the company's/firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid response and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each bid. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

City of Stonecrest
Attn: Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
E-Mail: Procurement@stonecrestga.gov



ATTACHMENT “A”

BIDDER’S REQUIRED FORMS

Bidders are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Bidder’s submittal being deemed non-responsive, non-responsible and may be rejected.

Bidder **MUST** submit its bid response electronically and **MUST** confirm its submittal in order for the City to receive a valid response through *Bidnet*.



BID CHECKLIST

Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder’s risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City awards based on a “lump sum” basis to the bidder submitting the lowest, most responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a “per group” or “per item” basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

BID CHECK LIST:

Bidders are cautioned to check their bid very carefully, using the following checklist:

- _____ Bidder’s Certification Page signed and notarized
- _____ All required forms completed, signed and notarized (as applicable)
- _____ Invitation to Bid Cost Proposal (Bid Sheet), including Unit Price and Total price completed.
- _____ Bid Electronically submitted as specified

It is the bidder’s responsibility to check Bidnet prior to submitting a bid response to ascertain if any addenda have been issued, to obtain such addenda and return signed addenda with the bid.



BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to One Hundred and Twenty (120) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Stonecrest or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

E-MAIL ADDRESS

BY: _____
SIGNATURE OF AUTHORIZED OFFICER OR AGENT

PRINTED NAME AND TITLE

MAILING ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

TYPE: _____

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

(SEAL)

Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____



STATEMENT OF QUALIFICATIONS

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate from the Georgia Department of Revenue (<https://dor.georgia.gov/taxes/register-new-business-georgia>).

Company Name: (Legal Registration): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Does your firm qualify for SBE MBE or WBE status: SBE MBE WBE LOCAL

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid submittal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Bidder will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid submittal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If Bidder is requesting any variation(s) or exception(s) to the specifications, terms and conditions, you must submit a written statement with your bid submittal.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed bid I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings. This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted By: _____ **Signature:** _____

Title: _____ **Date:** _____



AUTHORIZED SIGNATORIES

The Bidder/Proposer represents that the following *principals* are authorized to sign bids, proposals, negotiate, and/or sign contracts and related documents to which the bidder/proposer will be duly bond. Principal is defined as an employee, officer, or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number

_____ Date: _____

Authorized Signature / Name _____

_____ Federal Employer I.D. No. (FEIN): _____

Title _____

_____ Dun and Bradstreet No.: _____

_____ Website Address: _____

Legal Business Name _____

Principal Place of Business Address: _____

(City/County/State)

Telephone Number: _____

Type of Business/Organization (check appropriate box):

(a) Sole Proprietorship Partnership Non-Profit Joint Venture Corporation

Other - Specify _____

(b) State of Incorporation: _____

JOINT VENTURE FIRMS

Joint venture firms must complete and submit with their Bid/Proposal Response this form. Include a copy of the formal written and executed Joint Venture Agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties "respective roles, responsibilities, and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint Venture will not be accepted. Failure to timely submit the required form along with the formal written and executed Joint Venture Agreement may result in disqualification of your Bid/Proposal Response.



PURCHASING POLICY ADDENDUM

I, _____, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

THIS CERTIFICATION is submitted by _____ the _____
(Authorized Officer or Agent Print) (Title)
of _____
(Name of Company)

SIGNATURE

DATE



CONFLICT OF INTEREST DISCLOSURE FORM

Purpose

This Conflict-of-Interest Disclosure form is provided to assist Bidder’s in screening for potential organizational conflicts of interest. The award of this contract is subject to the State of Georgia Purchasing Act relating and O.C.G.A Conflict-of-Interest Disclosure requirements.

Term: The term “Conflict of Interest” refers to situations in which financial or other personal consideration may adversely affect or have the appearance of adversely affecting an employee’s professional judgement in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

All Bidders **MUST** disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders company, firm or any of its subsidiaries. The Conflict-of-Interest Disclosure Form **MUST** be submitted along with your bid submittal.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

ACKNOWLEDGED BY:

Name: _____

Title: _____

Signature: _____

Company/Firm Name: _____

Address: _____

Phone: _____

E-mail Address: _____

Date: _____



AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stonecrest, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stonecrest license/permit and /or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (No. 2).**

* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Other Identifying Number: _____

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Commission Number

(SEAL)

Notary Name, Printed, Typed or Stamped

Commission Expires



DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of the Official Code of Georgia Annotated (O.C.G.A.) Sections 50-24-1 through 50-24-6 of, relating to the “Drug-free Workplace Act”, have been complied with in full.

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor’s employees during the performance of the Contract; and
- (2) Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

“As part of the subcontracting agreement with _____
(Contractor),
 _____ certifies to the Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. Section 50-24-03.”

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

THIS CERTIFICATION is submitted by _____ the _____
(Authorized Officer or Agent Print) (Title)
 of _____
(Name of Company)

 Signature Date

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

(SEAL)



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT "E-VERIFY"

Contractor(s) Name: _____

Address: _____

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

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

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

E Verify™ Company Identification Number

Date of Authorization

BY: _____
(Authorized Officer or Agent)

Title

Date: _____

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

Other Identifying Number: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

(SEAL)

Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____



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

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

 Federal Work Authorization User Identification Number

 Date of Authorization

 Name of Subcontractor

 Name of Project

 Name of Public Employer

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(SEAL)

 Notary Public Signature

 Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____



**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST**

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth \$100,000.00 or more.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to O.C.G.A. § 50-5-84 the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:

Name: _____
Title: _____
Signature: _____
Date: _____

INSURANCE**BIDDERS MUST SUBMIT PROOF OF INSURABILITY WITH BID RESPONSE TO BE CONSIDERED RESPONSIBLE TO THIS SOLICITATION.**

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (This may be modified, as the City deems appropriate)

The successful bidder must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

BIDDER REQUIRED REFERENCES

The Bidder shall provide Three (3) references specific to the scope of work requested in this solicitation of similar size and scope in the State of Georgia. At least One (1) reference shall be a local, county, state, or federal entity.

FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE WILL RESULT IN BIDDER BEING DEEMED NON-RESPONSIVE.

Services must be for similar scope of services, similar to the requirements of the solicitation this solicitation, specifications, and scope of work.

Include the owner’s name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.

A. PRIME BIDDER’S NAME: _____

CLIENT NO.1 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

CLIENT NO.2 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

CLIENT NO. 3 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

ATTACHMENT "B"
BID COST PROPOSAL FORM
(BID SHEET)

Item XIII. b.

ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120) DAYS AFTER BID OPENING.

CITB NO. : ITB-0011-25, Installation of Rectangular Rapid Flashing and Yellow Flashing Traffic Beacons.

* **NOTE: BASES OF AWARD:** The City will award the contract to the lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. Contractor will be Selected Based on the TOTAL COST.

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The bid price(s) will apply through the term of this project. The bid price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Bidder will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B", Bid Cost Proposal (Bid Sheet) is not utilized by the Bidder, the bid shall be considered non-responsive.

The quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this Agreement.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Bid Cost Proposal (Bid Sheet) with your own version**
- **Do Not Change the Department's Estimated Quantity**
- **Do Not Change the Unit Type**
- **The Bidder MUST BID ON ALL ITEMS listed**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Bid Response submitted is made in conformance with all requirements of the solicitation. In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Bidder Company Name: _____

FEID #: _____

Address: _____

Authorized Signature: _____ Date: _____ Phone: _____ Fax: _____

E-mail: _____ Printed / Typed: _____ Title: _____

B-1

ITB-0011-25
Installation of Rectangular Rapid Flashing and Yellow Flashing Traffic Beacons
Attachment "B" – Bid Cost Proposal Form (Bid Sheet)

ATTACHMENT "B"
BID COST PROPOSAL FORM
(BID SHEET)

ITEM NO.	ITEM	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Installation of RRFB Beacon at Lithonia High School - Address: 2440 Phillips Rd., Lithonia, Ga. 30058	LS	1	\$	\$
2	Installation of RRFB Beacon at Miller Grove High School – Address: 2645 Dekalb Medical Pkwy, Lithonia, Ga. 30058	LS	1	\$	\$
3	Installation of RRFB Beacon at Salem Middle School – Address: 5333 Salem Rd., Stonecrest, Ga. 30038	LS	1	\$	\$
4	Installation of RRFB Beacon at Intersection of Fannin Drive and Salem Road	LS	1	\$	\$
5	Installation of RRFB Beacon at Flatrock Elementary School – Address: 4603 Evans Mill Road, Stonecrest, Ga. 30038	LS	1	\$	\$
6	Installation of a Pair of Yellow Traffic Beacon at the Intersection of Turner Hill Road and Rockland Road – Address: 4603 Evans Mill Road, Stonecrest, Ga. 30038	LS	1	\$	\$
TOTAL COST:				\$	

TOTAL COST IN WORDS:

Note: All required concrete, excavation and other work shall be including in the lump sum price for each location.

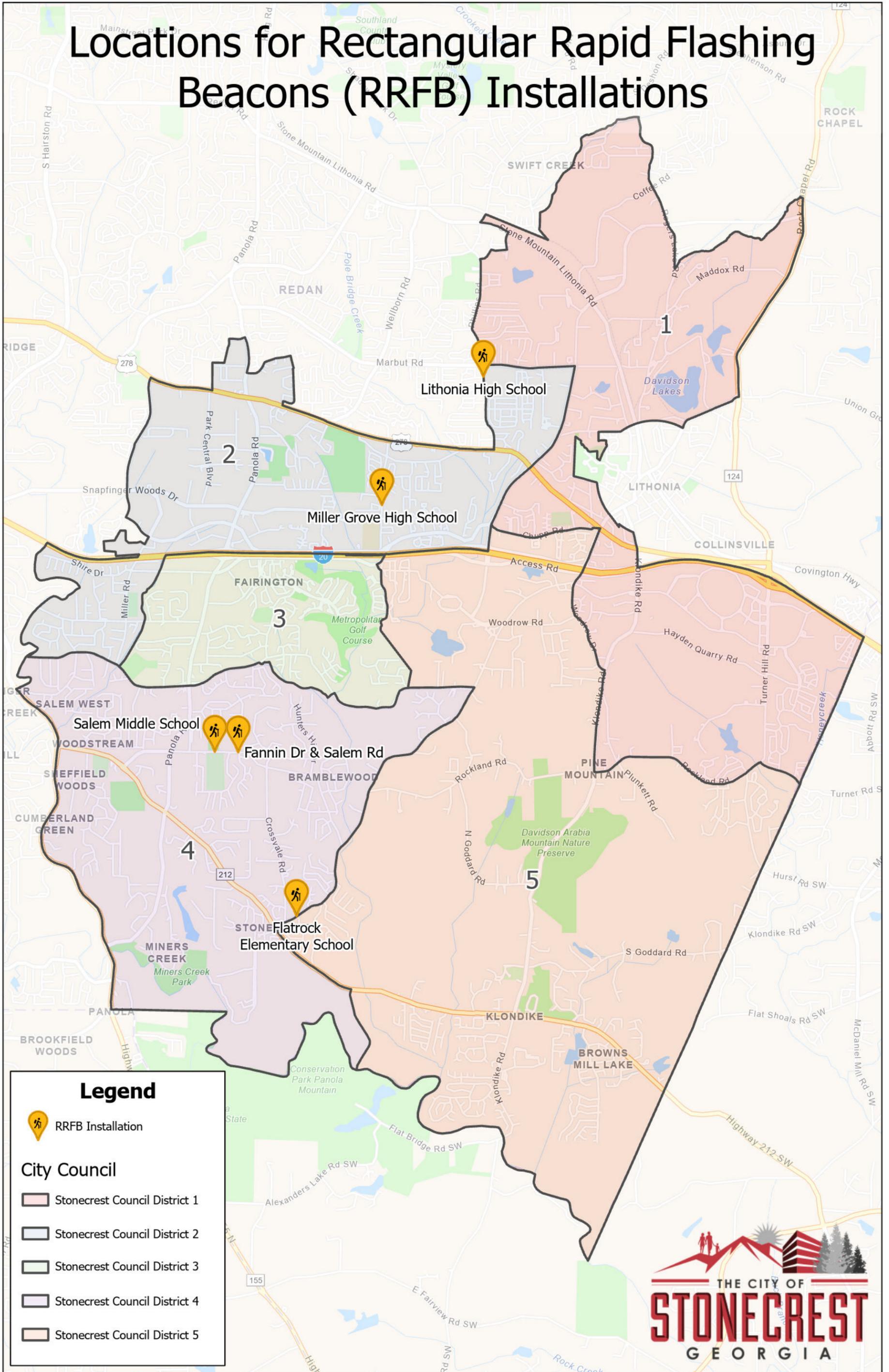
B-2

ITB-0011-25

Installation of Rectangular Rapid Flashing and Yellow Flashing Traffic Beacons

Attachment "B" – Bid Cost Proposal Form (Bid Sheet)

Locations for Rectangular Rapid Flashing Beacons (RRFB) Installations



ATTACHMENT C – INSTALLATION SITES AND ADDITIONAL INFORMATION

1) Lithonia High School

Address: 2440 Phillips Rd, Lithonia, GA 30058

<https://maps.app.goo.gl/GgWoUjQCjRvibQsd9>



Aerial View of Crosswalk

● - Location of bi-directional RRFB and associated signage



View looking north on east side of street, existing sign is to be removed and replaced by RRFB and associated signage



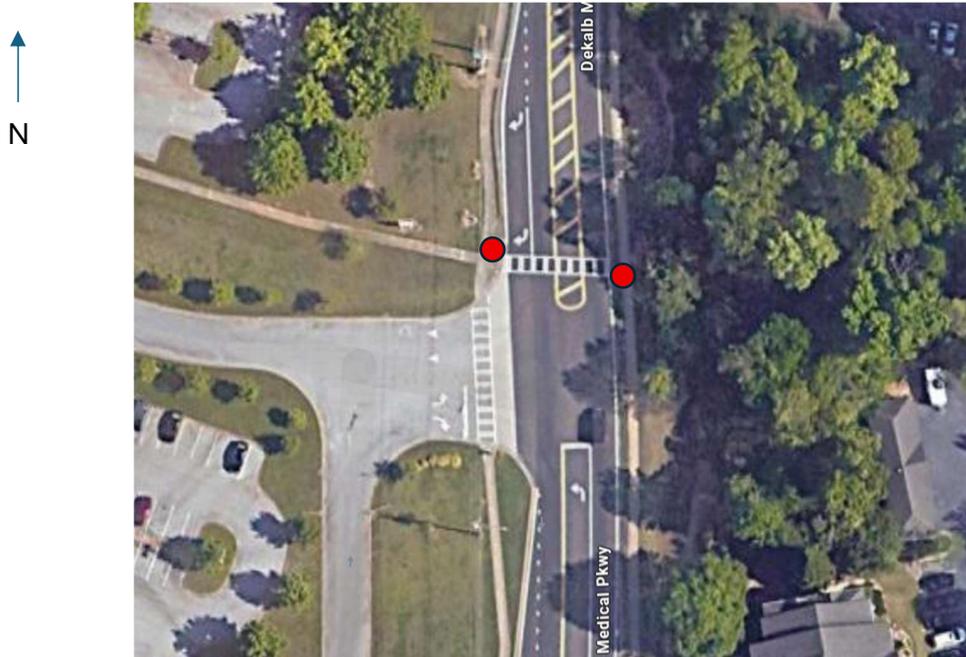
View looking south-east on west side of street, new RRFB and associated signage to be located at red arrow

Note: approximate locations shown in images above, precise final locations to be specified in the field by City Engineering staff.

2) Miller Grove High School

Address: 2645 Dekalb Medical Pkwy, Lithonia, GA 30058

<https://maps.app.goo.gl/Gq66jPz9e7q2rrtM8>



Aerial View of Crosswalk

● - Location of bi-directional RRFB and associated signage



View looking north on east side of street, existing sign to be removed and replaced by new RRFB and associated signage



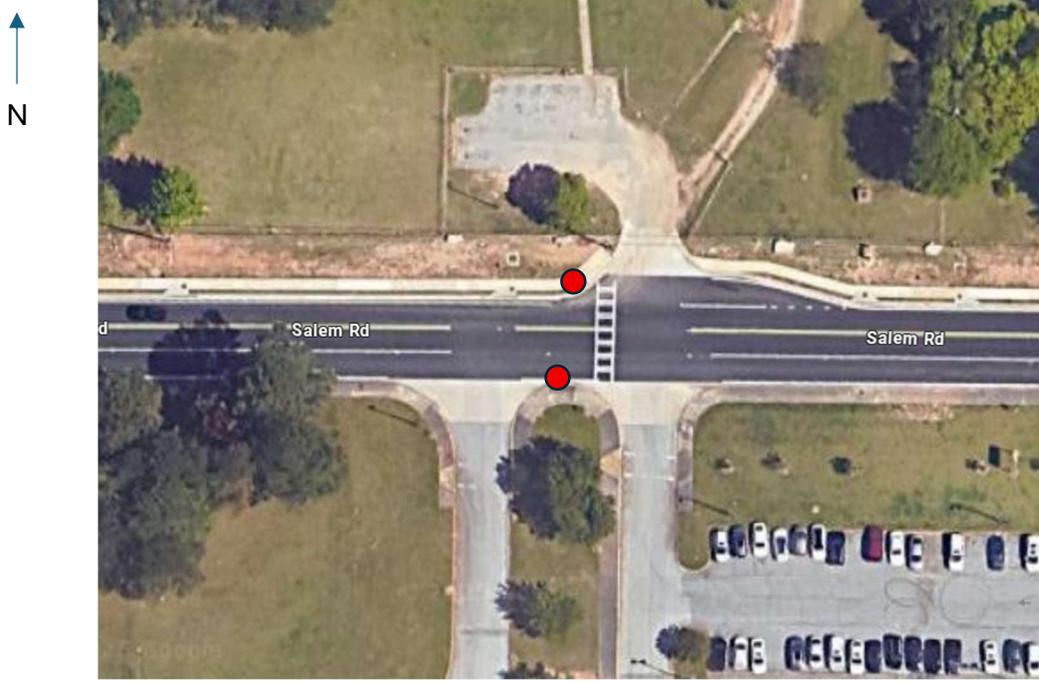
View looking south on west side of street, existing sign to be removed and replaced by new RRFB and associated signage

Note: approximate locations shown in images above, precise final locations to be specified in the field by City Engineering staff.

3) Salem Middle School

Address: 5333 Salem Rd, Stonecrest, GA 30038, Existing crosswalk to be moved westward.

<https://maps.app.goo.gl/5prtxxaD4FzqwbUw6>



Aerial View of Crosswalk

● - Location of bi-directional RRFB and associated signage



View looking east towards south side of side of road. New RRFB beacon to be located at red arrow.



View looking south-west on north side of Salem Road. Existing sign is to be removed and replaced with new RRFB and associated signage.

Note: approximate locations shown in images above, precise final locations to be specified in the field by City Engineering staff.

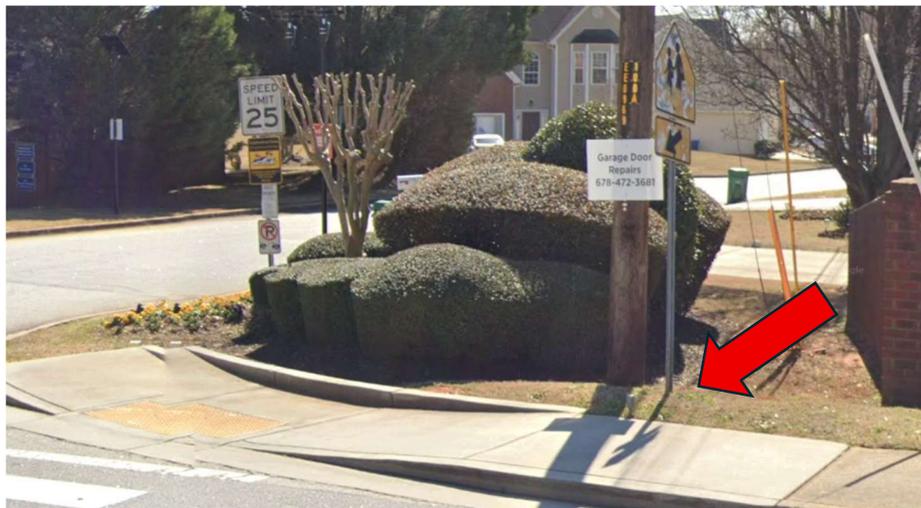
4) Intersection of Fannin Drive and Salem Road

<https://maps.app.goo.gl/msZpoLqXov75HYd66>



Aerial View of Crosswalk

● - Location of bi-directional RRFB and associated signage



View looking south-east on south side of Salem Road. Existing sign is to be removed and replaced with new RRFB and associated signage



View looking south-west on north side of Salem Road. Existing sign is to be removed and replaced with new RRFB and associated signage.

Note: approximate locations shown in images above, precise final locations to be specified in the field by City Engineering staff.

5) Stonerock Elementary School

Address: 4603 Evans Mill Rd, Stonecrest, GA 30038

<https://maps.app.goo.gl/nM3HmR9mYSwTwwsU7>



Aerial View of Crosswalk

● - Location of bi-directional RRFB and associated signage



View looking south-west on north side of Evans Mill Road. New RRFB and associated signage is to be installed at location indicated by red arrow



View looking north-east on south side of Evans Mill Road. Existing sign is to be removed and replaced with new RRFB and associated signage.

Note: approximate locations shown in images above, precise final locations to be specified in the field by City Engineering staff.

6) Aerial view of Intersection of Turner Hill Road and Rockland Road, Stonecrest, GA

<https://maps.app.goo.gl/zpyKJnbwb2ZfmC78A>



Red circles show approximate location of beacons on either side of Turner Hill Road, yellow beacons face north



Streetview looking south of the proposed beacon location just north of Intersection of Turner Hill Road and Rockland Road, Stonecrest, GA, beacons to be placed at red arrows

Attachment "C"
GIS Map of Locations for RRFB Installation and Additional Information

Item XIII. b.



Streetview looking south towards the existing temporary stop sign just north of Intersection of Turner Hill Road and Rockland Road, Stonecrest, GA

Link to Google Maps: <https://maps.app.goo.gl/LNnZVdJd5tNsCukG9>

Approximate Latitude and Longitude of centerline of Turner hill Road at temporary stop sign location: 33°40'39.6"N 84°05'21.6"W

Exact locations of beacons to be determined in the field with selected vendor

THE END

ATTACHMENT "D"
GENERAL DETAILS OF SOLAR RRFB INSTALLATION

Minimum Requirements or Approved "Equals To"

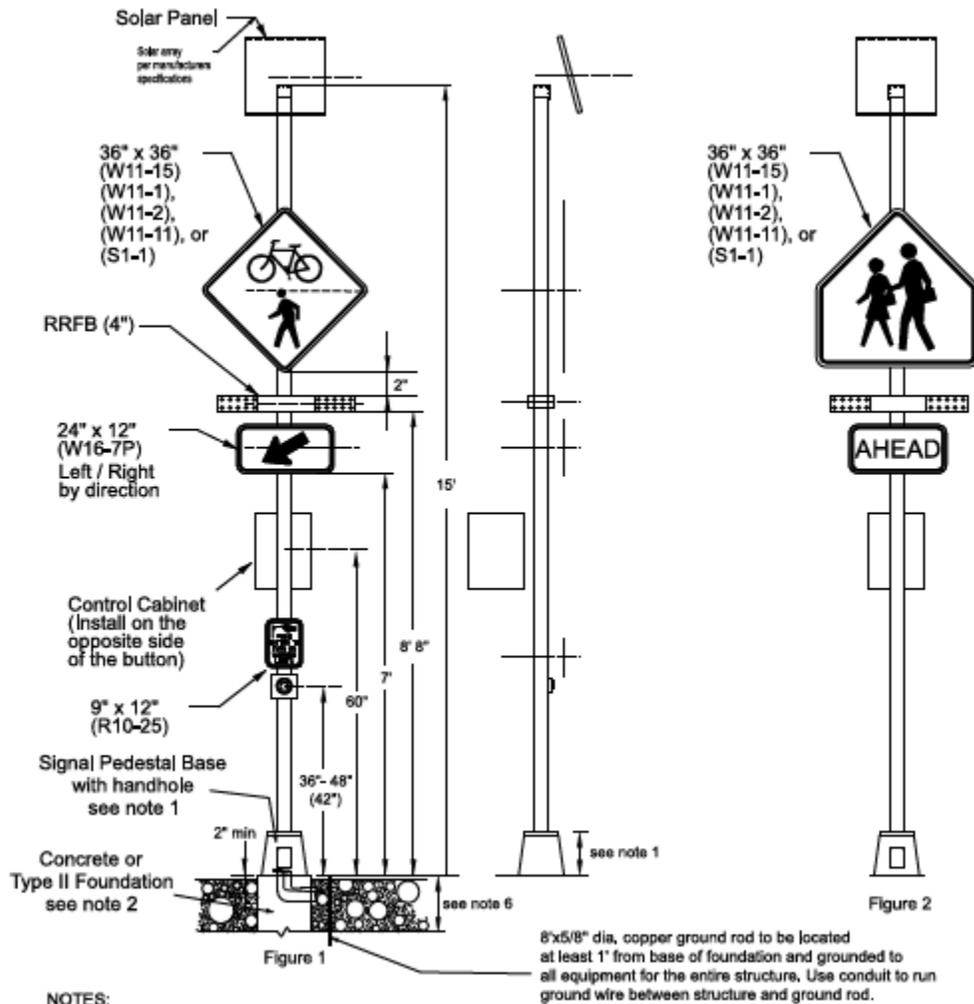


Figure 1 – General details of solar powered installation

Notes, Figure 1:

- 1) Base mounting bolts into cylindrical foundation shall be 14"x3/4" threaded elbow bolts. Conduit for grounding wire shall be installed within concrete.
- 2) Solar array mounting dependent upon site conditions. Mount as needed to provide adequate sun exposure per manufacturer's recommendations.
- 3) Control cabinet shall be heavy duty aluminum keyed with a number 2 lock, time clock, and 1-100 amp/hour gel-cell battery. Controller per project special provisions.
- 4) Signal pole shall be cylindrical aluminum with an outer diameter of 4.5". Place solar array per manufacturer's recommendations.

- 5) Foundation size varies with pole height (Minimum foundation 24" dia. x 40" depth with applicable reinforcement according to engineer's design and GDOT requirements.
- 6) Wiring shall meet all NEC standards and local codes.
- 7) All wires to run through the foundation, transformer base, and inside the aluminum pedestal.
- 8) All attachments made to aluminum pole shall be banded or bolted as approved by engineer.
- 9) Installation shall be double-sided.

General Notes:

- 1) Design and installation of the RRFB in accordance with the 2023 MUTCD (11th Edition)-Rectangular Rapid-Flashing Beacons at Crosswalks.
- 2) When practical, the RRFB and mounting post on the right side of the road shall be mounted on the approach side of the crosswalk closest to approaching traffic.
- 3) Locate push button sign IR10-251 and push button to face crosswalk, even if it is mounted on the back side of the sign.
- 4) All RRFB units associated with a given crosswalk, including those with an advance crossing sign) shall, when actuated, simultaneously commence operation of their rapid-flashing indications and shall cease operation simultaneously.
- 5) The RRFB unit associated with a post-mounted sign and plaque may be located between and immediately adjacent to the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque.
- 6) Sign foundation is to be concrete per engineer approved design.
- 7) Contractor to provide/install poles and bases.
- 8) All hardware, post, push buttons shall have yellow powder finish.
- 9) Pedestrian beacons shall be actuated via pedestrian pushbuttons and interconnection provided via wireless communications.
- 10) Light displays to be double-sided for approaching traffic in both directions.
- 11) Final RRFB assembly hardware and exact location on site shall be approved by City Engineering.

SCHEMATIC OF RRFB INSTALLATION ON TWO WAY ROAD

Standard Two-Way Road

Solar-powered with wireless communication

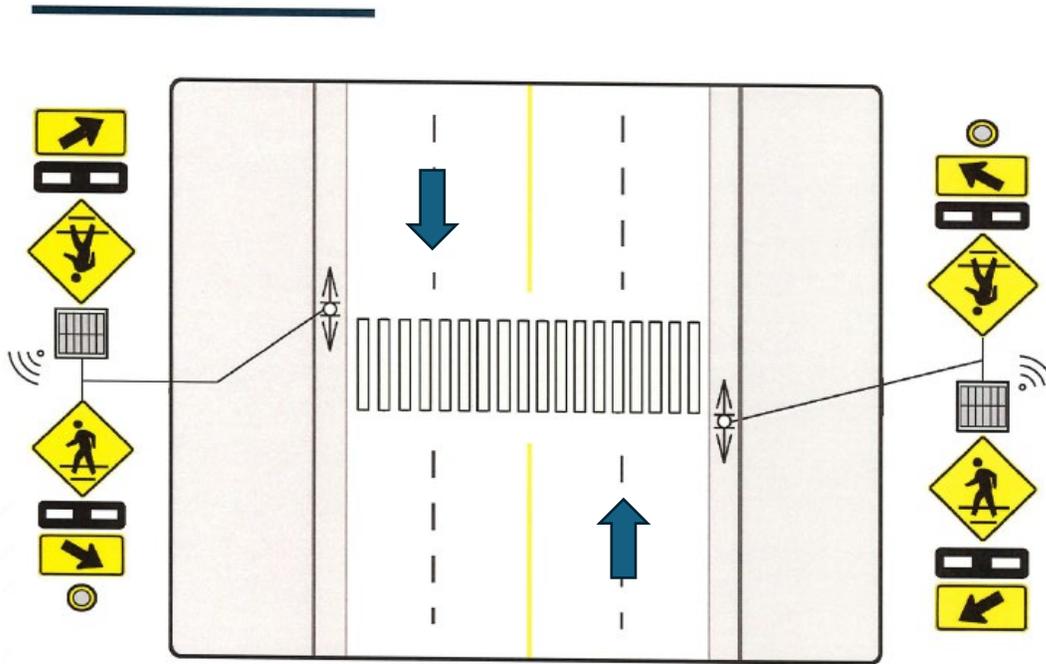


Figure 2 - Schematic of Standard installation on Two-Way Road (two lanes either direction or one lane either direction)

Notes:

- 1) Sign is to be placed on the edge of crosswalk closest to the direction of vehicular traffic
- 2) RRFB units on either side of roadway shall communicate wirelessly for signal coordination
- 3) Automated signal dimming should be used to minimize glare at night
- 4) Wig wag plus simultaneous (WW+S) Flash pattern shall be used (see Figure 3)
- 5) At school crossing locations install two S1-1 school zone crossing signs (facing each direction), RRFBs (facing each direction), and double sided W16-7P plaques (facing each direction) on the pedestal. At other crossings locations install two double-sided W11-15 bicycle/pedestrian crossing signs (facing each direction), RRFB (facing each direction), and W16-7P plaques (facing each direction) on the pedestal.



S1-1 school zone crossing sign



W16-7P plaque



W11-15 bicycle/pedestrian crossing sign

RRFB FLASH PATTERN

MUTCD 4L.03.02

All RRFB units associated with a given crosswalk (including those with an advance crossing sign, if used) shall, when activated, simultaneously commence operation of their rapid flashing indications and shall cease operation simultaneously.

MUTCD 4L.02.12

Daytime light intensity shall meet the minimum specifications for **Class 1 yellow peak luminous intensity in the Society of Automotive Engineers (SAE) Standard J595:**

- 600 candela (cd) minimum measured at horizontal and vertical angle of 0 degrees

An automatic signal dimming device may be used to reduce the brilliance of the RRFB indications at night to reduce excessive glare.

WW+S flash pattern order

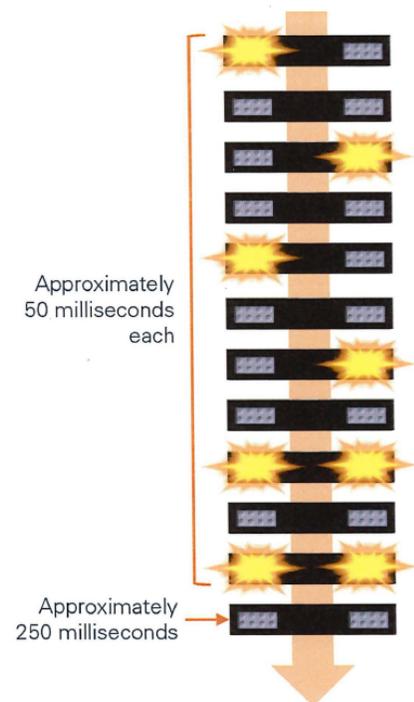


Figure 3 - (WW+S) Flash pattern

Notes:

- 1) Duration of predetermined flash period should be based on the procedures of Section 41.06 of the MUTCD. Pedestrian clearance time should be calculated assuming a 3.0 feet/second speed to give more time for people who are wheelchair bound.

PEDESTRIAN DETECTION



Figure 4 – Audible Information Device

Notes:

- 1) R10-25 sign shall be used
- 2) Audible information device shall be as shown in figure 4
- 3) Message shall say “Warning lights are flashing” and shall be spoken twice.
- 4) Cannot have vibrotactile indications (to differentiate from Accessible Pedestrian Signal (APS) used at intersections

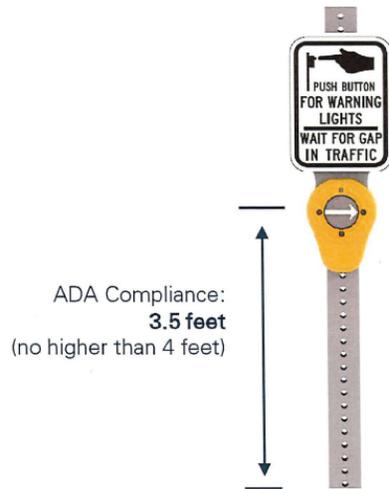


Figure 5 – Mounting to ensure ADA Compliance



City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

Installation of Rectangular Rapid Flashing (RRFB) and Yellow Flashing Traffic Beacons
ITB-0011-25

TO: ALL BIDDERS
FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT
SUBJECT: ADDENDUM NO. ONE
DATE: SEPTEMBER 25, 2025
CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. REVISE MICROSOFT TEAMS MEETING INFORMATION:

ORIGINAL:

Microsoft Teams meeting

Join on your computer, mobile app or room device

Meeting ID: 262 912 335 828 9

Passcode: hH9Ad9ur

REVISED

Microsoft Teams meeting

Join on your computer, mobile app or room device

Meeting ID: 280 126 179 615 7

Passcode: iF6Ws9KF

All OTHER INFORMATION IN THIS SECTION REMAINS THE SAME

Addendum No. 1 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Friday, October 24, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

NAME OF COMPANY

BIDDER'S

SIGNATURE DATE: _____



City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

Installation of Rectangular Rapid Flashing (RRFB) and Yellow Flashing Traffic Beacons
ITB-0011-25

TO: ALL BIDDERS
FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT
SUBJECT: ADDENDUM NO. TWO
DATE: OCTOBER 17, 2025
CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. REVISED BID BOND DUE DATE AND PERFORMANCE BOND INFORMATION:

ORIGINAL:

BID BOND: REQUIRED FOR THIS SOLICITATION

FAILURE TO SUBMIT A BID BOND WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION. BIDDER'S MUST SUBMIT A COPY OF THE BID BOND WITH BID SUBMITTAL.

BID BOND MUST BE MAILED OR HAND DELIVERED TO: FAILURE TO SUBMIT A BID BOND WILL PRIOR TO 12:00 PM, MONDAY, SEPTEMBER 9, 2025, WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

PERFORMANCE AND PAYMENT BOND: IS REQUIRED FOR THIS SOLICITATION. FAILURE TO SUBMIT PROOF OF BONDABILITY WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

NOTE: In addition to submitting *Attachment "A"* – Bidder’s Required Forms and *Attachment "B"* – Bid Cost Proposal (Bid Sheet), Bidder’s **MUST** submit the manufacturer information consisting of but not limited to; pictures and technical specification for the Gazebo being offered in response to this solicitation **BY BIDS DUE DATE AND TIME. FAILURE TO SUBMIT THE REQUESTED MANUFACTURER INFORMATION WITH BID SUBMITTAL WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.**

REVISED:

BID BOND: REQUIRED FOR THIS SOLICITATION

FAILURE TO SUBMIT A BID BOND WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION. BIDDER'S MUST SUBMIT A COPY OF THE BID BOND WITH BID SUBMITTAL.

BID BOND MUST BE MAILED OR HAND DELIVERED TO: FAILURE TO SUBMIT A BID BOND WILL PRIOR TO 12:00 PM, MONDAY, OCTOBER 27, WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

PERFORMANCE AND PAYMENT BOND: IS REQUIRED FOR THIS SOLICITATION. FAILURE TO SUBMIT PROOF OF BONDABILITY WILL RESULT IN A NON-RESPONSIBLE AND NON-RESPONSIBLE DETERMINATION.

All OTHER INFORMATION IN THIS SECTION REMAINS THE SAME

2. BIDS DUE DATE CHANGE:

ORIGINAL

ELECTRONIC BID SUBMISSION DEADLINE:

Electronic Bid Responses shall be submitted via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) in response to this solicitation, prior to the designated bids due date and time indicated in the solicitation, **Friday, October 24, 2025 by 3:00PM.** PAPER BID SUBMITTALS WILL NOT BE ACCEPTED.

REVISED:

ELECTRONIC BID SUBMISSION DEADLINE:

Electronic Bid Responses shall be submitted via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) in response to this solicitation, prior to the designated bids due date and time indicated in the solicitation, **Monday, November 3, 2025 by 3:00PM.** PAPER BID SUBMITTALS WILL NOT BE ACCEPTED.

All OTHER INFORMATION IN THIS SECTION REMAINS THE SAME

Addendum No. 2 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Monday, November 3, 2025.** For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

NAME OF COMPANY

BIDDER'S SIGNATURE

DATE: _____

Supplier Activity by Solicitation

Report Executed By: Tanisha Boynton
Report Executed On: 11-10-2025 10.03.35 AM

Solicitation Number: ITB-0011-25

					All Suppliers			
Solicitation Number	Title	Publication Date	Closing Date	Status	Notified	Document/ Plan Takers	Submitted Bids	Downloaded documents
ITB-0011-25	Installation of RRFBs and Yellow Flashing Traffic Beacons	09-12-2025	11-03-2025	Bids published	324	30	1	173
Totals					324	30	1	173

Solicitation No. ITB-0011-25							
Solicitation Title: Installation of RRFBs and Yellow Flashing Traffic Beacons							
Advertisement Date: September 12, 2025 Bids Due: November 3, 2025							
BIDDER'S:				American Lighting and Signalization, LLC			
Item No	Description	UOM	QUANTITY	Manufacturer	Part #	Price	Total Cost
1	Installation of RRFB Beacon at Lithonia High School - Address: 2440 Phillips Rd., Lithonia, Ga. 30058	Lump-Sum	1	TraffiCalm	TC1401, TC1111, TC1112, TC1309, TC1403	\$19,865.00	\$19,865.00
2	Installation of RRFB Beacon at Miller Grove High School – Address: 2645 Dekalb Medical Pkwy, Lithonia, Ga. 30058	Lump-Sum	1	TraffiCalm	TC1401, TC1111, TC1112, TC1309, TC1403	\$19,865.00	\$19,865.00
3	Installation of RRFB Beacon at Salem Middle School – Address: 5333 Salem Rd., Stonecrest, Ga. 30038	Lump-Sum	1	TraffiCalm	TC1401, TC1111, TC1112, TC1309, TC1403	\$19,865.00	\$19,865.00
4	Installation of RRFB Beacon at Intersection of Fannin Drive and Salem Road	Lump-Sum	1	TraffiCalm	TC1401, TC1111, TC1112, TC1309, TC1403	\$19,865.00	\$19,865.00
5	Installation of RRFB Beacon at Flatrock Elementary School – Address: 4603 Evans Mill Road, Stonecrest, Ga. 30038	Lump-Sum	1	TraffiCalm	TC1401, TC1111, TC1112, TC1309, TC1403	\$19,865.00	\$19,865.00
6	Installation of a Pair of Yellow Traffic Beacon at the Intersection of Turner Hill Road and Rockland Road – Address: 4603 Evans Mill Road, Stonecrest, Ga. 30038	Lump-Sum	1	TraffiCalm	TC4001, TC4005	\$18,165.00	\$18,165.00
TOTAL BID AMOUNT:							\$117,490.00
Recommendation for Award: American Lighting and Signalization, Inc. is responsive and responsible to the solicitation and it's requirements.							
Prepared by: Tanisha Boynton, Procurement Official							

ITB-0011-25, Installation of Rectangular Rapid Flashing (RRFB) and Yellow Flashing Traffic Beacons	
BIDDER'S:	AMERICAN LIGHTING AND SIGNALIZATION, LLC 205 APEX DRIVE, JEFFERSON, GA. 30549
Type of Business	Inc - Georgia
License to work in the State of Georgia (Georgia Corporation Division)	
Business License in Georgia	Yes - 708 Blair Mill Road, Willow Grove, PA. 19090
Special Terms and Conditions: Required Certificate(s)/License(s)	
Submitted Required Licenses/Certificate etc.	Yes
General Contractor License	Yes
Other Licenses: Electrician	Yes
Copy of Active/Current Business License:	Yes
Attachment "A" - Bidders's Required Forms	
Bidder's Certification	Yes
Statement of Qualifications & Acknowledgement of Addendum(s)	Yes
Authorized Signatories	Yes
Purchasing Policy Addendum	Yes
Conflict of Interest Disclosure	Yes
Affidavit Verification Status for City Public Benefit Application	Yes

Drug-Free Workplace	Yes
Georgia Security and Immigration Compliance Act Affidavit ("E-Verify")	Yes
Georgia Security and Immigration Compliance Act Affidavit ("E-Verify") - Subcontractor Affidavit	Yes
Indemnification Clause	Yes
Non-Collusion Affidavit	Yes
Vendor Certification Regarding Scrutinized Companies List	Yes
Proof of Insurability	Yes
Bid Bond - Required with Submittal	Yes
Proof of ability to obtain a Performance and Payment Bond	Yes
References: Three (3)	Yes
Attachment "B" - Bid Cost Proposal Form - Bid Sheet	
Attachment "B" - Bid Cost Proposal Form - Bid Sheet	Yes
EXCEPTIONS TAKEN TO CITB BY BIDDER	None
Additional Comment:	
Prepared by: Tanisha Boynton, Procurement Manager/Procurement Official	

ATTACHMENT "B"
BID COST PROPOSAL FORM
(BID SHEET)

Item XIII. b.

ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120) DAYS AFTER BID OPENING.

CITB NO. : ITB-0011-25, Installation of Rectangular Rapid Flashing and Yellow Flashing Traffic Beacons.

* **NOTE: BASES OF AWARD:** The City will award the contract to the lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. Contractor will be Selected Based on the TOTAL COST.

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The bid price(s) will apply through the term of this project. The bid price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Bidder will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B", Bid Cost Proposal (Bid Sheet) is not utilized by the Bidder, the bid shall be considered non-responsive.

The quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this Agreement.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Bid Cost Proposal (Bid Sheet) with your own version**
- **Do Not Change the Department's Estimated Quantity**
- **Do Not Change the Unit Type**
- **The Bidder MUST BID ON ALL ITEMS listed**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Bid Response submitted is made in conformance with all requirements of the solicitation. In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Bidder Company Name: American Lighting and Signalization, LLC.

FEID #: 59-2554039

Address: 205 Apex Drive, Jefferson, GA 30549

Authorized Signature:  Date: 10/31/2025 Phone: (478) 343-6386 Fax: N/A

E-mail: fvandyke@asplundh.com Printed / Typed: F. Jonah VanDyke Title: Regional Manager

B-1

ITB-0011-25
Installation of Rectangular Rapid Flashing and Yellow Flashing Traffic Beacons
Attachment "B" – Bid Cost Proposal Form (Bid Sheet)

ATTACHMENT "B"
BID COST PROPOSAL FORM
(BID SHEET)

ITEM NO.	ITEM	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Installation of RRFB Beacon at Lithonia High School - Address: 2440 Phillips Rd., Lithonia, Ga. 30058	LS	1	\$19,865.00	\$ 19,865.00
2	Installation of RRFB Beacon at Miller Grove High School – Address: 2645 Dekalb Medical Pkwy, Lithonia, Ga. 30058	LS	1	\$19,865.00	\$ 19,865.00
3	Installation of RRFB Beacon at Salem Middle School – Address: 5333 Salem Rd., Stonecrest, Ga. 30038	LS	1	\$19,865.00	\$ 19,865.00
4	Installation of RRFB Beacon at Intersection of Fannin Drive and Salem Road	LS	1	\$19,865.00	\$ 19,865.00
5	Installation of RRFB Beacon at Flatrock Elementary School – Address: 4603 Evans Mill Road, Stonecrest, Ga. 30038	LS	1	\$19,865.00	\$ 19,865.00
6	Installation of a Pair of Yellow Traffic Beacon at the Intersection of Turner Hill Road and Rockland Road – Address: 4603 Evans Mill Road, Stonecrest, Ga. 30038	LS	1	\$18,165.00	\$ 18,165.00
TOTAL COST:				\$117,490.00	

TOTAL COST IN WORDS:

Note: All required concrete, excavation and other work shall be including in the lump sum price for each location.

B-2

ITB-0011-25

Installation of Rectangular Rapid Flashing and Yellow Flashing Traffic Beacons
Attachment "B" – Bid Cost Proposal Form (Bid Sheet)



STATEMENT OF QUALIFICATIONS

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate from the Georgia Department of Revenue (<https://dor.georgia.gov/taxes/register-new-business-georgia>).

Company Name: (Legal Registration): American Lighting and Signalization, LLC.

Address: 205 Apex Dr.

City: Jefferson State: GA Zip: 30549

Telephone No. 470-879-6656 FAX No. N/A Email: jbass11@asplundh.com

Does your firm qualify for SBE MBE or WBE status: SBE MBE WBE LOCAL

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid submittal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<u>1</u>	<u>09/25</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>2</u>	<u>10/17</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>3</u>	<u>10/17</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Bidder will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid submittal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If Bidder is requesting any variation(s) or exception(s) to the specifications, terms and conditions, you must submit a written statement with your bid submittal.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed bid I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City’s liability for respondent’s indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings. This limitation shall not apply to claims arising under any provision of indemnification or the City’s protest ordinance contained in this competitive solicitation.

Submitted By: F. Jonah VanDyke Signature: 

Title: Regional Manager Date: 10/31/2025



City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

Installation of Rectangular Rapid Flashing (RRFB) and Yellow Flashing Traffic Beacons
ITB-0011-25

TO: ALL BIDDERS
FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT
SUBJECT: ADDENDUM NO. ONE
DATE: SEPTEMBER 25, 2025
CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. REVISE MICROSOFT TEAMS MEETING INFORMATION:

ORIGINAL:

Microsoft Teams meeting

Join on your computer, mobile app or room device

Meeting ID: 262 912 335 828 9

Passcode: hH9Ad9ur

REVISED

Microsoft Teams meeting

Join on your computer, mobile app or room device

Meeting ID: 280 126 179 615 7

Passcode: iF6Ws9KF

All OTHER INFORMATION IN THIS SECTION REMAINS THE SAME

Addendum No. 1 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Friday, October 24, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

American Lighting and Signalization, LLC.
NAME OF COMPANY


BIDDER'S SIGNATURE

SIGNATURE DATE: 10/31/2025



City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

Installation of Rectangular Rapid Flashing (RRFB) and Yellow Flashing Traffic Beacons
ITB-0011-25

TO: ALL BIDDERS
FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT
SUBJECT: ADDENDUM NO. TWO
DATE: OCTOBER 17, 2025
CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. REVISED BID BOND DUE DATE AND PERFORMANCE BOND INFORMATION:

ORIGINAL:

BID BOND: REQUIRED FOR THIS SOLICITATION

FAILURE TO SUBMIT A BID BOND WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION. BIDDER'S MUST SUBMIT A COPY OF THE BID BOND WITH BID SUBMITTAL.

BID BOND MUST BE MAILED OR HAND DELIVERED TO: FAILURE TO SUBMIT A BID BOND WILL PRIOR TO 12:00 PM, MONDAY, SEPTEMBER 9, 2025, WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

PERFORMANCE AND PAYMENT BOND: IS REQUIRED FOR THIS SOLICITATION. FAILURE TO SUBMIT PROOF OF BONDABILITY WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

NOTE: In addition to submitting *Attachment "A"* – Bidder’s Required Forms and *Attachment "B"* – Bid Cost Proposal (Bid Sheet), Bidder’s **MUST** submit the manufacturer information consisting of but not limited to; pictures and technical specification for the Gazebo being offered in response to this solicitation **BY BIDS DUE DATE AND TIME. FAILURE TO SUBMIT THE REQUESTED MANUFACTURER INFORMATION WITH BID SUBMITTAL WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.**

REVISED:

BID BOND: REQUIRED FOR THIS SOLICITATION

FAILURE TO SUBMIT A BID BOND WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION. BIDDER'S MUST SUBMIT A COPY OF THE BID BOND WITH BID SUBMITTAL.

BID BOND MUST BE MAILED OR HAND DELIVERED TO: FAILURE TO SUBMIT A BID BOND WILL PRIOR TO 12:00 PM, MONDAY, OCTOBER 27, WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

PERFORMANCE AND PAYMENT BOND: IS REQUIRED FOR THIS SOLICITATION. FAILURE TO SUBMIT PROOF OF BONDABILITY WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

All OTHER INFORMATION IN THIS SECTION REMAINS THE SAME

2. BIDS DUE DATE CHANGE:

ORIGINAL

ELECTRONIC BID SUBMISSION DEADLINE:

Electronic Bid Responses shall be submitted via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) in response to this solicitation, prior to the designated bids due date and time indicated in the solicitation, **Friday, October 24, 2025 by 3:00PM.** PAPER BID SUBMITTALS WILL NOT BE ACCEPTED.

REVISED:

ELECTRONIC BID SUBMISSION DEADLINE:

Electronic Bid Responses shall be submitted via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) in response to this solicitation, prior to the designated bids due date and time indicated in the solicitation, **Monday, November 3, 2025 by 3:00PM.** PAPER BID SUBMITTALS WILL NOT BE ACCEPTED.

All OTHER INFORMATION IN THIS SECTION REMAINS THE SAME

Addendum No. 2 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Monday, November 3, 2025.** For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

American Lighting and Signalization, LLC.
NAME OF COMPANY



BIDDER'S SIGNATURE

DATE: 10/31/2025



PURCHASING POLICY ADDENDUM

I, Ronald R. Hallock, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

THIS CERTIFICATION is submitted by Ronald R. Hallock the VP, Assistant Secretary
(Authorized Officer or Agent Print) (Title)
of American Lighting and Signalization, LLC.
(Name of Company)

Ronald R. Hallock
SIGNATURE

10-31-2025
DATE



CONFLICT OF INTEREST DISCLOSURE FORM

Purpose

This Conflict-of-Interest Disclosure form is provided to assist Bidder’s in screening for potential organizational conflicts of interest. The award of this contract is subject to the State of Georgia Purchasing Act relating and O.C.G.A Conflict-of-Interest Disclosure requirements.

Term: The term “Conflict of Interest” refers to situations in which financial or other personal consideration may adversely affect or have the appearance of adversely affecting an employee’s professional judgement in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

All Bidders **MUST** disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders company, firm or any of its subsidiaries. The Conflict-of-Interest Disclosure Form **MUST** be submitted along with your bid submittal.

Please check one of the following statements and attach additional documentation if necessary:

 X To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

 The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

ACKNOWLEDGED BY:

Name: F. Jonah VanDyke

Title: Regional Manager

Signature: 

Company/Firm Name: American Lighting and Signalization, LLC.

Address: 205 Apex Dr Jefferson, GA 30549

Phone: 478-343-6368

E-mail Address: fvandyke@asplundh.com

Date: 10/31/2025



NON-COLLUSION STATEMENT

By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

ACKNOWLEDGED BY:

F. Jonah VanDyke
Bidder's Name

Signature

Regional Manager
Title

10/31/2025
Date

American Lighting and Signalization, LLC.
Company/Firm Name

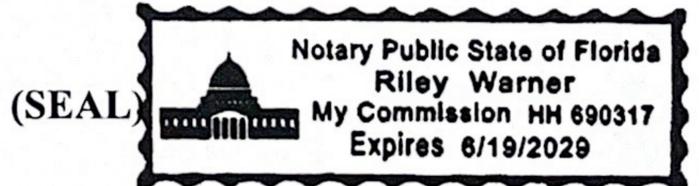
205 Apex Dr Jefferson, GA 30549
Address

(478) 343-6386
Phone Number

fvandyke@asplundh.com
E-Mail Address

The foregoing instrument was acknowledged before me this 31st day of October 2025 by Franklin, who is (who are) personally known to me or who has produced Drivers license as identification and who did (did not) take an oath.

Riley Warner
Notary Public Signature



Riley Warner
Notary Name, Printed, Typed or Stamped

Commission Number: HH 690317 Commission Expires: 06/19/2029



INDEMINIFICATION CLAUSE

Contractor shall indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

American Lighting and Signalization, LLC.
Bidder's Name

[Signature]
Signature

10/31/2025
Date

State of Georgia

County of Jefferson

The foregoing instrument was acknowledged before me this 31st day of October 2025 by Franklin, who is (who are) personally known to me or who has produced Drivers License as identification and who did (did not) take an oath.

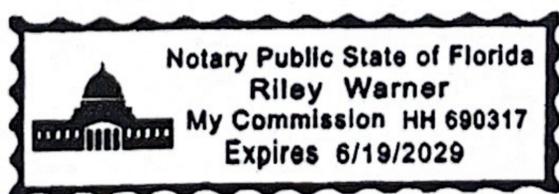
Riley Warner
Notary Public Signature

Riley Warner
Notary Name, Printed, Typed or Stamped

Commission Number: HH 690317

Commission Expires: 06/19/2029

(SEAL)





GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT "E-VERIFY"

Contractor(s) Name: American Lighting and Signalization, LLC.

Address: 205 Apex Dr Jefferson, GA 30549

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

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

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

45005
E Verify™ Company Identification Number

7/1/2007
Date of Authorization

BY: *Ronald Hallock*
(Authorized Officer or Agent)

VP, Assitant Secretary
Title

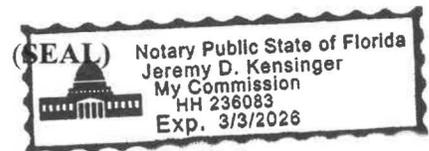
Date: 10-27-2025

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

Other Identifying Number: _____

The foregoing instrument was acknowledged before me this 27 day of October 2025, by Ronald Hallock, who is (who are) personally known to me or who has produced Drivers License as identification and who did (did not) take an oath.

Jerry Kensinger
Notary Public Signature
Jerry Kensinger
Notary Name, Printed, Typed or Stamped



Commission Number: 236083 Commission Expires: 3-3-2026



DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of the Official Code of Georgia Annotated (O.C.G.A.) Sections 50-24-1 through 50-24-6 of, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with American Lighting and Signalization, LLC.
(Contractor),
 _____ certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

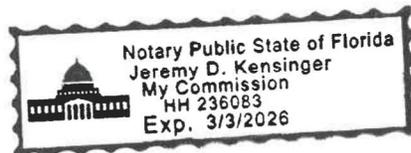
THIS CERTIFICATION is submitted by Ronald Hallock the VP, Assitant Secretary
(Authorized Officer or Agent Print) (Title)
 of American Lighting and Signalization, LLC.
(Name of Company)

Ronald Hallock 10-27-2025
 Signature Date

Ronald Hallock, who is (who are) personally known to me or who has produced Drivers License as identification and who did (did not) take an oath.

Jeremy D. Kensinger
 Notary Public Signature
Jerry Kensinger
 Notary Name, Printed, Typed or Stamped

Commission Number: 236083
 Commission Expires: 3-3-2026



(SEAL)



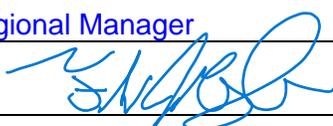
VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: American Lighting and Signalization, LLC.
 Vendor FEIN: 59-2554039
 Vendor's Authorized Representative Name and Title: F. Jonah VanDyke Regional Manager
 Address: 205 Apex Dr
 City: Jefferson State: GA Zip: 30549
 Phone Number: (478) 343-6386
 Email Address: fvandyke@asplundh.com

Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth \$100,000.00 or more.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to O.C.G.A. § 50-5-84 the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:

Name: F. Jonah VanDyke
 Title: Regional Manager
 Signature: 
 Date: 10/31/2025

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

AMERICAN LIGHTING AND SIGNALIZATION, LLC
205 Apex Drive
Jefferson, GA 30539

SURETY:

(Name, legal status and principal place of business)

LIBERTY MUTUAL INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

CITY OF STONECREST, GEORGIA

3120 Stonecrest Blvd., Stonecrest,, GA 30038

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

ITB-0011-25 INSTALLATION OF RECTANGULAR RAPID FLASHING BEACONS (RRFB) AND YELLOW FLASHING TRAFFIC BEACONS

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

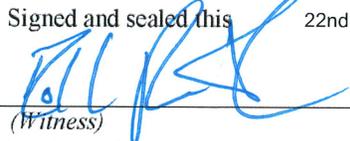
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

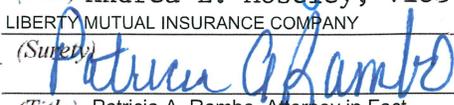
Signed and sealed this 22nd day of October, 2025


(Witness)

AMERICAN LIGHTING AND SIGNALIZATION, LLC
(Principal)  (Seal)

(Title) Andrea E. Moseley, Vice President
LIBERTY MUTUAL INSURANCE COMPANY


(Witness) Sara Owens

(Surety)  (Seal)
(Title) Patricia A. Rambo, Attorney in Fact



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213593 - 019022

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anmmarie Breene, Babette Ward, Cathy H. Ho, Dana Donahue, Joanne C. Wagner, Kimberly G. Sherrod, Lori S. Shelton, Marisa Thielen, Patricia A. Rambo, Patricia Dorsaneo, Patrick Breene, Pedro Gonzalez, Jr., Sara Owens, Wayne G. McVaugh

all of the city of Philadelphia state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 3rd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22ND day of OCTOBER, 2025.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2024

Assets	Liabilities
Cash and Bank Deposits	Unearned Premiums
\$4,608,826,756.00	\$9,890,896,878.00
*Bonds – U.S Government.....	Reserve for Claims and Claims Expense.....
\$4,281,375,446.74	\$29,467,071,865.00
*Other Bonds.....	Funds Held Under Reinsurance Treaties.....
\$21,566,489,527.26	\$341,948,172.00
*Stocks	Reserve for Dividends to Policyholders
\$15,589,644,012.00	\$954,025.00
Real Estate.....	Additional Statutory Reserve
\$86,497,925.00	\$150,547,865.00
Agents' Balances or Uncollected Premiums...	Reserve for Commissions, Taxes and
\$7,512,975,129.00	Other Liabilities
Accrued Interest and Rents.....	\$5,049,906,410.00
\$225,249,712.00	
Other Admitted Assets	Total.....
\$19,367,663,200.00	\$47,104,416,171.00
	Special Surplus Funds
Total Admitted Assets	\$174,153,086.00
\$74,539,483,661.00	Capital Stock.....
	\$10,000,075.00
	Paid in Surplus.....
	\$13,209,595,772.00
	Unassigned Surplus.....
	\$13,415,980,561.00
	Surplus to Policyholders
	\$27,435,067,490.00
	Total Liabilities and Surplus.....
	\$74,539,483,661.00

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.



Timothy A. Mikolajewski
 Timothy A. Mikolajewski, Assistant Secretary

BIDDER REQUIRED REFERENCES

The Bidder shall provide Three (3) references specific to the scope of work requested in this solicitation of similar size and scope in the State of Georgia. At least One (1) reference shall be a local, county, state, or federal entity.

FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE WILL RESULT IN BIDDER BEING DEEMED NON-RESPONSIVE.

Services must be for similar scope of services, similar to the requirements of the solicitation this solicitation, specifications, and scope of work.

Include the owner’s name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.

A. PRIME BIDDER’S NAME: American Lighting and Signalization, LLC.

CLIENT NO.1 - Name of company/firm to be contacted: City of Atlanta | Department of Transportation

Address: 55 Trinity Avenue SW, Suite 4400 Atlanta, GA 30303

Contact Person: Sowmya Maya, P.E. / PM Sr. -Traffic

Phone No: (404)831-4550

Contact E-Mail Address: SMaya@atlantaga.gov

Project Performance Period: 05/2014 to Present
(Dates should be in mm/yy format)

Project Name: State of Georgia Contract No. 48400-140-000000013-3, Traffic Signal Maintenance

Location of Project: Georgia

Description of the overall scope: Traffic Signal Maintenance

Description of work that was self-performed by Bidder:

Traffic Signal Maintenance

CLIENT NO.2 - Name of company/firm to be contacted: Florida Department of Transportation

Address: 2198 Edison Ave Jacksonville, FL 32204

Contact Person: Walter Sibley, PE / PM, Jacksonville Const.

Phone No: (904)360-5546

Contact E-Mail Address: walter.sibley@dot.state.fl.us

Project Performance Period: 12/18/2023 to 2/2/2024
(Dates should be in mm/yy format)

Project Name: E20F5-R2 TWO 19 AIA @ TREASURE BEACH RD

Location of Project: St. Johns County

Description of the overall scope: Installation of pedestrian hybrid crosswalk

Description of work that was self-performed by Bidder:

Installation of pedestrian hybrid system

CLIENT NO. 3 - Name of company/firm to be contacted: Florida Department of Transportation

Address: 2198 Edison Ave Jacksonville, FL 32204

Contact Person: Walter Sibley, PE / PM, Jacksonville Const.

Phone No: (904)360-5546

Contact E-Mail Address: walter.sibley@dot.state.fl.us

Project Performance Period: 3/6/2023 to 5/5/2023
(Dates should be in mm/yy format)

Project Name: E20F5-R1 TWO 16 SR 16 FR EVERINGTON RD TO RANDALL RD

Location of Project: CLAY COUNTY

Description of the overall scope: UPGRADE SCHOOLS ZONE SIGN AND RRFB

Description of work that was self-performed by Bidder:

UPGRADE SCHOOLS ZONE SIGN AND RRFB

**AGREEMENT FOR SINGLE PURCHASE OF SERVICE FOR
INSTALLATION OF RECTANGULAR RAPID FLASHING AND
YELLOW FLASHING TRAFFIC BEACONS**

This Professional Services Agreement (“Agreement”) is made and entered into this _____ day of _____, 2026, by and between the **CITY OF STONECREST, GEORGIA** ("City"), and **American Lighting and Signalization, LCC** (“Contractor”).

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing installing rectangular rapid flashing and yellow flashing traffic beacons for ITB-0011-25, Installation of Rectangular Rapid Flashing and Yellow Flashing Traffic Beacons; and

WHEREAS, the City of Stonecrest sought bid responses from qualified vendors for the installation of rectangular rapid flashing and yellow flashing traffic beacons at various locations within the City of Stonecrest; and

WHEREAS, the City desires to engage the Contractor, and the Contractor agrees to render certain installation 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 by December 31, 2026. (“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 one (1) year, 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. The Agreement shall terminate absolutely without further obligation on the part of the City at the end of each year.

4. **RELATIONSHIP OF THE PARTIES.**

- (a) **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of an 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 costs 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 or 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 Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.
10. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.
11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**
- (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
 - (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.
 - (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.
12. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (“E-Verify”). Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit F**, attached hereto and incorporated herein.
13. **THE CITY’S ASSISTANCE AND COOPERATION.** During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may

include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

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

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

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

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

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

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

19. **GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflict of law. 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: gscruggs@stonecrestga.gov

With copies to:

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

If to the Contractor:

American Lighting and Signalization, LLC
205 Apex Drive
Jefferson, Georgia 30549
Email: Fvandyke@asplundh.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:

AMERICAN LIGHTING AND SIGNALIZATION, LLC

BY (sign here): 
Name (print):

Ronald R. Hallock

Title: VP, Assistant Secretary

ATTEST (sign here): 

Name (print): F. Jonah VanDyke

Title: Regional Manager (Region 155)

DATE: November 17, 2025

[Corporate Seal]



EXHIBIT A SCOPE OF SERVICES

1. **PURPOSE:**

The City of Stonecrest (“City”) is seeking qualified and experienced bidders to respond to a fixed (one-time) project for installation of Rectangular Rapid Flashing Beacons (“RRFBs”) and Yellow Traffic Beacons at various locations within the City. Work shall be performed in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (“ITB”).

The Contractor shall furnish all labor, materials, equipment, personnel, tools, supervision, transportation, machinery and other incidentals necessary to perform the work requested herein and typical of these types of projects.

Prices offered on the *Attachment “B”* - Bid Cost Proposal Form (Bid Sheet) are all inclusive and shall constitute complete compensation.

2. **BACKGROUND:**

Stonecrest is a community of approximately 60,000 people that was incorporated in 2017. The City is located along Interstate 20 roughly three miles east of I-285 (“The Perimeter”) and 20 miles east of Downtown Atlanta. Stonecrest is in the southeastern portion of DeKalb County and is bordered by Rockdale County to the east, Henry County to the south, and the City of Lithonia and unincorporated DeKalb County to the north and west. I-20 separates the City into a northern area which includes residential neighborhoods, commercial development along Covington Highway, industrial parks that date to the 1960s and active quarries that predate incorporation by 130 years. South of I-20 features regional retail and lodging, suburban neighborhoods, and substantial outdoor recreation areas.

This project aims to enhance traffic safety at crosswalks. Additionally, the City seeks to install the yellow traffic beacons and supporting bases on either side of Turner Hill Road just north of its intersection with Rockland Road. This will enhance traffic safety by giving motorists travelling south on Turner Hill Road advanced notice that they are approaching a dangerous intersection.

3. **CONTRACT ADMINISTRATOR/DESIGNEE/PROJECT MANAGER:**

The designated Contract Administrator for this project is Hari Karikaran, P.E., City Engineer, he can be reached at hkarikaran@stonecrestga.gov or (770) 224-0200. The Contractor will work with the Contract Administrator / Designee to complete this project.

Designee: Patrick Walker, pwalker@stonecrestga.gov or (770) 224-0220.

4. **GOVERNING REGULATIONS:**

The Contractor shall perform the work requested herein in accordance with Georgia Department of Transportation (GDOT) Signs and Marking Design Guidelines, State, Federal, Local, and City rules, regulations, policies, procedures and requirements specific to the type of work to be performed herein.

5. **PROJECT LOCATION: (See *Attachment “C”* – GIS Map of Locations for RRFB Installation and Additional Information)**

Rectangular Rapid Flashing Beacons (RRFBs) and associated signage will be installed at five (5) locations within the City, Four (4) of the five (5) locations are adjacent to schools. Refer to *Attachment “C”* for additional information.

6. **PROJECT MEETINGS:**

After the contract is awarded and prior to commencement of any work, a meeting will be held between the Contractor, City representative, and others affected by this work. The time and place of the meeting will be arranged by the City Contract Administrator/Project Manager. The project schedule and dates for completion will be

established during this meeting.

- 6.1 At the conference, the Contractor shall identify his designated project manager, foreman, site supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the work. The designated project manager shall represent the Contractor, and communications given to the project manager shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed in written requests in each case.
 - 6.2 At the meeting, the Contractor shall furnish in writing to the City's Contract Administrator the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work.
 - 6.3 The City will promptly reply to the Contractor in writing stating whether or not, after due investigation, has reasonable objection to any such proposed person or entity.
 - 6.4 The Contractor shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
 - 6.5 Regular Meetings:
There will be regular meetings throughout this project. The Contractor, all sub-contractors shall participate in these meetings. Representatives of governmental agencies with jurisdiction may also participate in these meetings.
 - 6.6 Project Progress Reports:
The Contractor shall provide timely progress reports for each phase of this project. The Contractor and Contract Administrator / Designee will determine what information is to be submitted as the project progress report upon mutual agreement.
7. ISSUANCE OF NOTICE TO PROCEED AND PURCHASE ORDER (PO):
The Contractor shall not commence any work until receipt of a Notice to Proceed (NTP) from the Procurement Official and receipt of a Purchase Order (PO). Upon receipt of the NTP and PO, the Contractor shall commence work upon the direction of the Contract Administrator / Designee.
8. PROJECT DURATION:
The Contractor shall complete all services no less than **Ninety (90)** days from receipt of Purchase Order and Notice to Proceed (NTP).

Time is of the essence for the Contractor's performance of the work. The Contractor is expected to complete this project as expeditiously as possible. The work to be performed under this contract shall commence upon issuance of a Purchase Order (PO) and in conjunction with a Notice to Proceed (NTP). Contract Time extensions will not be allowed for holidays or vacations. At a minimum, the selected Contractor must adhere to the following schedule as set by the City:

- 8.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **10** calendar days of the date of the Notice to Proceed.
- 8.2 Preliminary Project Schedule:
Within Ten **10** days after notice of award and as a condition precedent to executing the Contract, prior to commencement of any work, the Contractor shall submit their preliminary project schedule to the

City for review and approval. The schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the project (in the form of tabulation, chart/graphic, as applicable), procurement of materials, scheduling of equipment, installation, and phases of each work site, estimated start and completion dates of the various project activities.

- 8.3 The Work shall be Substantially Completed within **60** calendar days, after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 8.4 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **90** calendar days, after the date when the Contract Time commences to run as provided in the Notice to Proceed.

9. **WORK TO BE PERFORMED:**

The Contractor shall furnish all materials, equipment, tools, and the performance of all necessary labor necessary to complete the scope of work requested herein. Work shall include but is not limited; supply and installation of the beacons. RRFB beacons are to be installed at five (5) locations. Additionally, a pair of yellow flashing traffic beacons are to be installed on Turner Hill Road (See *Attachment “C”*).

9.1 **Supply and Installation of Beacons:**

The Contractor shall supply and install the beacons in accordance with *Attachment “D”* – General Details of Solar RRFB Installation. Beacons shall be installed in accordance with manufacturer’s requirements.

9.2. **Material and Minimum Technical Specifications or Approved Equal To:**

The Contractor shall provide beacons that are in the same style depicted in *Attachment “D”* – General Details of Solar RRFB Installation or an Approved Equal To.

Note: Please Refer to page ITB-3, Request for Approved Equals or Equivalent. Contractor shall provide the accepted and approved gazebo style and type submitted bid response.

Alternatives/Deviations: Alternatives/Deviations after bids due date and contract award shall be at no additional cost to the City, if accepted by the City. The Contractor shall supply and install the beacons of same or similar style and type approved by the City. Alternatives/Deviations will not be accepted without written authorization by the City. If Alternative/Deviations are approved by the City, it will be at no additional cost to the City. The amount to be paid to the Contractor shall be in accordance with Attachment “B” – Bid Cost Proposal (Bid Sheet) received on bids due date.

Minimum Technical Specifications RRFBs	Description
Compliance	RRFB flash patterns, colors, LEDs, etc. must all be in compliance with applicable most current Manual of Uniform Traffic Control (MUTCD) guidelines.
Directionality	Product able to be installed in a uni-directional or bi-directional configuration by adding/removing a light- bar without the need to remove the entire RRFB and solar engine assembly.
LEDs	Yellow/Amber LEDs

LED Lenses	Two (2) LED lenses per traffic-facing direction on each RRFB light bar. Lenses to be not less than 3 in. x 7 in. (height x width).
Side-Emitting/Tell- Tale LEDs	RRFB unit equipped with LEDs on sides of light bar (perpendicular to traffic facing direction) to provide pedestrian activation confirmation.
Light Bar Casing	Aluminum material or comparably durable material with Yellow finish.
Activation Duration	Activation duration length options between 5 seconds and 5 minutes as a minimum.
Auto Intensity Adjustment	Dynamic/automatic LED intensity adjustment to enable LEDs to operate with higher intensity during daylight hours (brighter), and with lower intensity during nighttime hours (dimmer).
General Minimum Requirement	Specified solar engines and battery system must enable 24/7, 365 operations of the RRFB unit under prevailing site conditions and assumed maximum activation rate of 300 activations/day.
System Autonomy	Minimum autonomy duration of fourteen (14) days on battery power.
Solar Angle	A fixed or adjustable solar angle between 40 and 50 degrees.
Solar Power Adequacy Assessment	Provision of a solar power report, solar array adequacy assessment, or equivalent for each installation location as requested by the City to ensure 24/7, 365 operations without disruption or down-time.
Construction/Wiring	Solar engine and battery components must be pre-wired to allow for a "plug and play" installation; minimizing installation times.
Battery Integration	Battery modules must be interchangeable to allow for batteries to be replaced without entire system being replaced.
Wireless Communication	Wireless radio communication between adjacent beacons to allow for remote activation without need for wired/hard connection.

Instantaneous Activation	Instantaneous activation (< 0.5s) of adjacent beacons wirelessly connected to the beacon which received the activation signal.
Multiple Frequencies/ Channels	Multiple radio frequencies/ channels available to allow for nearby beacons to be connected and/or separated as needed depending on configuration.
Wireless Range	Wireless connection range not less than 600 feet.
ADA Compliant	ADA compliant pedestrian pushbuttons with visual LED and two-tone audible confirmation.
Accessible Pushbutton	Able to be installed in compliance with MUTCDC guidelines for accessible pushbuttons.
Beacon Mount	Options must allow for side/top mounting on several types of posts/poles, including 2 in. x 2 in. telespar, 2.5 in to 6 in. round post/pole, 4 in. x 4 in. (nominal) wood post, 6 in. x 6 in. (nominal) wood post.
Solar Engine and Battery System Mount	Options must allow for side/top mounting on several types of posts/poles, including 2 in. x 2 in. telespar, 2.5 in to 6 in. round post/pole, 4 in. x 4 in. (nominal) wood post, 6 in. x 6 in. (nominal) wood post.
Weatherproof	All products/components must be durable and weatherproof such that they operate without issue in typical Canadian climatic environments, including but not limited to rain, snow, ice, sleet, and a reasonable windspeed.
Operating Temperatures	Minimum operating temperature not greater than -4 degrees Fahrenheit, and maximum operating temperature not less than +120 degrees Fahrenheit for all products/components.
Tamper Resistant	All products/components must be reasonably tamper-resistant by design or include designated anti-tamper features.
Warranty	24-month warranty on defects for solar panel power supply, digital components, and batteries.
Internal Clock	Internal time clock function to allow for data retrieval.
Data Collection/Reporting	Activation counts recording and exportation.

9.3 Pedestrian Crossing Site:

Each pedestrian crossing site is to have a total of two installations, one on each side of the street, including two beacons, “back-to-back”, mounted on a single pole. Each installation shall include

all mounting/fastening hardware, activation, solar engine, and communication components, and additional signage (as specified in *Attachment "D"*) supports and foundations.

- 9.4 The contractor is responsible for utilizing the Georgia 811 notification system to mark existing utilities and ensure they are not impacted by the construction work to be performed.
- 9.5 Contractor shall meet with the City Engineer prior to the start of any work on site to ensure effective coordination with the City.
- 9.6 Exact location for placement of the beacons will be approved in the field by the City Engineer.
- 9.8 Beacons shall comply with latest version of the GDOT Signing and Marking Design Guidelines, see link below:
<https://www.dot.ga.gov/PartnerSmart/DesignManuals/smguide/GDOT%20SIGNING%20AND%20MARKING%20DESIGN%20GUIDELINES.pdf>
- 9.9 Specification of the beacons to be used shall be provided to the City Engineer prior to purchase. City Engineer will review the specifications to ensure compliance with City requirements.
- 9.10 Beacons for Turner Hill Road:
Minimum Technical Specific for Turner Hill Road Beacons:
 One pair of yellow flashing beacons, as describe below:



Illustration of Traffic Beacon

Solar traffic beacons are devices that use solar energy to flash a warning light, typically yellow or red, to alert drivers to potential hazards. All requirements listed below shall be met:

- Beacons shall be designed to meet the standards set by the Manual on Uniform Traffic Control Devices (MUTCD).
- Must be solar powered
- Minimum 12" diameter lens
- Lens color shall be yellow
- Light emitting Diode (LED) shall have dual mount heads
- Must be capable of continuous 24-hour flash
- Capable of running for a minimum of 150 hours when fully charged

- Multi-layer sealed, waterproof, and dustproof, UV stabilized, enclosures shall be compliant with IP66 rating
- Working temperature -4°F to 120°F
- Maintenance free
- Energy Efficient – minimum 13-watt solar panel is to be used

9.11 Demolition/Removal of existing signs (where applicable):

- Details of the MOT plan shall be followed during construction.
- The portion of the sign above ground level must be completely removed returned to the City.
- Site specific Maintenance of Traffic (MOT) plans shall be provided to City Engineer for approval prior to the start of construction in the field.

9.12 Base/Mounting of new beacons:

- Foundation: Concrete support with rebar; exact size determined by engineering
- Sign poles must have "breakaway" properties when struck by a motor vehicle, (i.e., no concrete pillars, no cast iron poles, etc.).
- Sign construction and installation must meet current **MUTCD** (Manual on Uniform Traffic Control Devices) and State specifications

9.13 Installation:

- Professional installation of both signs and their bases at the designated locations is required.
- Ideally beacons shall be setback from the edge of pavement by 12 feet. Exact location shall be determined by City staff in the field.
- Coordination is required with the City staff for site access, traffic control, and any subsurface utility coordination.
- Adherence to all safety regulations and best practices shall occur during installation.
- Adherence to pre-approved Maintenance of Traffic plan submitted to City Engineer is required.
- Removal and proper disposal of any existing signage or debris from the installation site is required.

10. **CONTRACTOR RESPONSIBILITIES:**

Unless otherwise specified, Contractor will be responsible for the provision and performance of all equipment, materials, work, etc. offered in their response.

10.1 Person of Contact (POC):

The Contractor shall provide contact information for Primary and Secondary staff within the company who will be responsible for providing a response to City request for support work during the term of this Agreement. Contact information shall include: Name of Contact(s), E-mail address. Website Information, Phone Number, and Fax Number.

10.2 The Contractor shall conform to all applicable OSHA, NEPA, Americans with Disabilities Act (ADA), State and Federal safety requirements, rules, regulations, policies, and procedures to perform the work requested herein.

10.3 The Contractor shall maintain all certifications, licenses, bonds, and certificate of insurance for the duration of this project until receipt of final acceptance.

10.5 The Contractor shall supervise and oversee all work performed under this contract.

- 10.6 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and provide reasonable protection to prevent damage to properties surrounding the work site, injury or loss to employees, materials, and equipment in connection with the performance of the work herein.
- 10.7 The Contractor shall be responsible for protecting all existing utilities, irrigation, drainage structures, pipes and signs within the limits of this project site shall remain in place and be in working condition during and after the completion of this project.
- 10.8 The Contractor shall assess the conditions at this site, notify the designated Contract Administrator / Designee in writing of any discrepancies, conflicts, or omissions promptly upon discovery, and make necessary recommendations to resolve identified issues.
- 10.9 The Contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately always dressed), and their compliance with City Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City projects.
- 10.10 The Contractor shall enforce strict discipline and good order amongst its employees and other persons carrying out work under this contract.
- 10.11 The Contractor shall be responsible to the City of acts and omissions of its employees, subcontractors, and other agents performing portions of the work for or on the behalf of the Contractor or any of its subcontractors.
- 10.12 The Contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the contractor's behalf.
- 10.13 The Contractor shall be solely responsible for the safety of its employees and subcontractors hired to perform the work requested herein.
- 10.14 The Contractor shall ensure all employees and subcontractors assigned to perform work under this contract are properly licensed, trained and certified.
- 10.15 The Contractor shall restore all trees, shrubbery, and sodding of all areas disturbed while performing the work herein (as applicable).
- 10.16 Reporting Dangerous Conditions / Situations:
The Contractor shall notify the Contract Administrator / Designee of any and all encounters with unsafe and dangerous conditions and/or unusual situations occurring at work sites while working on this project.
11. WORK SCHEDULE:
A penalty fee of \$300.00 per hour will be imposed on the Contractor for failure to comply with the work schedule provided below:
- Regular work Hours: 7:00 am to 7:00 pm, Monday through Friday. The City will consider extended workdays, workweeks and hours upon written request by the Contractor on a case-by-case basis. No work will be allowed on national holidays and City observed Holidays (i.e. Memorial Day, July 4th, Labor Day, etc.). Lane closures are limited to between the hours of 9:00 am to 4:00 pm.

12. EQUIPMENT AND MATERIAL:

The Contractor shall ensure all equipment used on this project complies with and is used in accordance with all pertinent safety regulations. Comply with the manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealant and lubricants. Before construction starts on any particular sequence of work, all equipment and materials necessary for proper execution of the work shall be on site and in good/full working order.

13. LIQUIDATED DAMAGES:

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of One Hundred Dollars (**\$100.00**) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor.

14. WEATHER:

The Time of Completion for this project has been calculated assuming that the weather conditions will be average to moderate. If in the opinion of the City's Contract Administrator / Designee / Project Manager that the weather escalates to a point where the work delays on the project more than the Contractor could have reasonably anticipated or controlled, the Contract Administrator / Designee will make arrangements for extending the time of completion for each individual work order package, once the request has been made for such extensions by the Contractor.

14.1 If adverse weather conditions are the basis of a Claim(s) for additional time, such Claim(s) shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the project scheduled activities.

14.2 The Contractor will be required to promptly notify the City's Contract Administrator / Designee / Project Manager in writing of any such delays to the work, explaining its efforts to mitigate the effects of such delays. Any such notification received by the Contract Administrator / Designee / Project Manager, more than five business days after the delay has occurred will not be considered. No extension of time shall be granted for delay(s) resulting from typical weather conditions prevailing in the applicable area(s) as defined by the average of the last ten (10) years of weather data recorded with the City and the applicable jurisdiction(s).

15. DELIVERY, STORAGE, AND HANDLING:

15.1 Delivery:

The Contractor shall coordinate delivery and arrange storage of materials (if needed).

15.2 Storage:

Storage space may be limited. The Contractor shall furnish, at his/her own expense suitable secure area(s) for storing any equipment and materials that will be left on-site (*where approved*). The Contractor shall provide all necessary protective covering needed to prevent damage to surround work areas.

15.3 Security:

The Contractor shall be responsible for on-site security of tools, equipment and materials.

16. RESPONSE TIME:

The Contractor shall respond to request for services within twenty-four (24) hours of notification by the City.

17. RESTORATION OF PROPERTY:

Property - whether public or private - if damaged during construction or removed for the convenience of the work; ALL such property shall be repaired and/or replaced by the Contractor at his/her own expense in a manner acceptable to the City's Contract Administrator, prior to final acceptance of the work. Restoration of certain items (such as benches, shelters, fences, sod, etc.) shall be performed promptly for reasons of public safety, health, and welfare.

18. DISPOSAL OF EXCESS MATERIAL:

All excavated and excess material(s) which is not required for the work shall be promptly removed from site and safely disposed of by the Contractor; such removal and disposal of the applicable material(s) shall be the sole responsibility of the Contractor and conducted at his/her expense. Disposal of all materials shall be carried out in accordance with State, Local, Federal rules and regulations. No stockpiling of removed materials shall be allowed on site.

19. CONTRACTOR AND SUBCONTRACTOR UNIFORM/BADGING:

The Contractor employees assigned to this contract must wear a professional uniform with the company name permanently affixed to the uniform. Uniforms shall comply with all safety provisions from State, Federal (OSHA), and the City.

20. CONTRACTOR AND SUBCONTRACTOR VEHICLES:

The Contractor's company vehicles shall be distinctly labeled with the company name; and shall only be parked in designated spaces provided by the City.

21. DAMAGE REIMBURSEMENT:

The Contractor shall be solely responsible for, and shall reimburse the City, any and all costs and/or expense of any kind or nature relating to the correction of any damage to any City property resulting from the installation, maintenance, replacement of mounted equipment and infrastructure.

22. WARRANTY:

The Contractor shall furnish all pertinent warranty information including manufacturers' warranties, effective dates, as they become available, for all new equipment. All materials, parts, components, equipment and labor work performed shall be fully warranted and guaranteed for a minimum of One (1) year from date of completion of services and acceptance by City. Any issues with loss of connectivity, falling components, etc. should be fixed within twenty-four (24) hours of notification made by the City. Parts replaced during the warranty period shall have a warranty matching that of the original part from date of replacement. Repair or replacement defects occurring in labor or product(s) within the warranty period shall be performed and provided at no additional cost to the City.

23. CLEAN UP:

All usable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated location Contract Administrator / Designee.

24. WORK ACCEPTANCE:

24.1 Services performed under this Agreement will be inspected by an authorized representative of the Engineering Department. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions.

24.2 The City shall provide written notice of acceptance or rejection within five (5) business days of completion of final inspection.

25. FINAL INSPECTION AND WORK ACCEPTANCE:

The Contractor shall notify the City when the work is complete and ready for the City's final inspection. The Contractor shall perform a joint inspection with the City's authorized representative upon the completion of installation of each beacon. After final inspection, the City's authorized representative for this project will accept the work if the Contractor has satisfactorily:

- 25.1 Corrected all deficiencies observed during the final inspection and no new deficiencies have been observed;
- 25.2 Submitted all other required contract deliverables; and
- 25.3 The Contractor shall correct work rejected by the City or work failing to conform to the requirements of this project. Corrective actions shall occur within at least five (5) business days of notice to the Contractor, unless otherwise agreed upon with City staff. The Contractor shall bear the costs of correcting such rejected work, including additional testing, inspections required and compensation for City services and expenses made necessary thereby.
- 25.4 The Contractor shall provide the following upon completion of the project:
 - a. Product list containing product names, product numbers, serial numbers, contact information and method of application for all materials used on the project.
 2. Warranty (ies) as provided by Manufactures.

26. INVOICING AND PAYMENT:

The Contractor shall submit a detailed "itemized" invoice list of equipment, labor, parts, and appurtenances used under this agreement. All one-time and reoccurring charges shall be identified on the invoice. Invoices will be reviewed and approved by City staff prior to payment. Invoices shall be submitted once a month.

Note: Payment Retainage is applicable to this Agreement at a rate of **10%** and will be withheld until it has been determined that the Contractor has complied with the requirements of the contract.

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EXHIBIT B

COST PROPOSAL

ATTACHMENT "B"
BID COST PROPOSAL FORM
(BID SHEET)

ITEM NO.	ITEM	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Installation of RRFB Beacon at Lithonia High School - Address: 2440 Phillips Rd., Lithonia, Ga. 30058	LS	1	\$19,865.00	\$ 19,865.00
2	Installation of RRFB Beacon at Miller Grove High School - Address: 2645 Dekalb Medical Pkwy, Lithonia, Ga. 30058	LS	1	\$19,865.00	\$ 19,865.00
3	Installation of RRFB Beacon at Salem Middle School - Address: 5333 Salem Rd., Stonecrest, Ga. 30038	LS	1	\$19,865.00	\$ 19,865.00
4	Installation of RRFB Beacon at Intersection of Fannin Drive and Salem Road	LS	1	\$19,865.00	\$ 19,865.00
5	Installation of RRFB Beacon at Flatrock Elementary School - Address: 4603 Evans Mill Road, Stonecrest, Ga. 30038	LS	1	\$19,865.00	\$ 19,865.00
6	Installation of a Pair of Yellow Traffic Beacon at the Intersection of Turner Hill Road and Rockland Road - Address: 4603 Evans Mill Road, Stonecrest, Ga. 30038	LS	1	\$18,165.00	\$ 18,165.00
TOTAL COST:				\$117,490.00	
TOTAL COST IN WORDS:					

Note: All required concrete, excavation and other work shall be including in the lump sum price for each location.

B-2

ITB-0011-25
 Installation of Rectangular Rapid Flashing and Yellow Flashing Traffic Beacons
 Attachment "B" - Bid Cost Proposal Form (Bid Sheet)



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.

Insurance requirements shall be consistent with the Department of Administrative Services, SPD-SP048, as amended. The successful Bidder entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: **(Proof of insurability must be submitted with bid submittal)**.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

Commercial General Liability (CGL): Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Umbrella Liability	\$2,000,000

Policy must include coverage for Contractual Liability and Independent Contractors.

Professional Liability Insurance (Errors and Omissions):

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9) as amended. Any Contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than \$100,000 per accident, \$100,000 disease per employee and \$500,000 Disease policy limit. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

The Contractor and its insurance carrier waives all subrogation rights against the City, a Georgia Municipal Corporation, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with proper designated code associated with "Waiver of our Right to Recover" from others or equivalent in accordance with Official Code of Georgia (O.C.G.A.) Annotated §34-9-9-8 and 34-9-11.1.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable. For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all Contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim and \$1,000,000 per aggregate arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause;
- Guaranteed policy extension provision;
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity;
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project; and
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment.

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, Contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a loss payee. This insurance shall remain in effect until the work is completed, and the property has been accepted by the City.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the City.



DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of the Official Code of Georgia Annotated (O.C.G.A.) Sections 50-24-1 through 50-24-6 of, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
(2) Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with American Lighting and Signalization, LLC. (Contractor), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

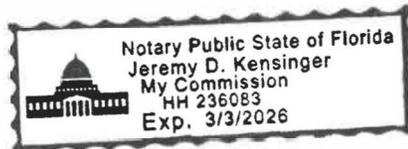
THIS CERTIFICATION is submitted by Ronald Hallock the VP, Assitant Secretary of American Lighting and Signalization, LLC. (Authorized Officer or Agent Print) (Title) (Name of Company)

Signature: [Handwritten Signature] Date: 10-27-2025

Ronald Hallock, who is (who are) personally known to me or who has produced Drivers License as identification and who did (did not) take an oath.

Notary Public Signature: [Handwritten Signature]
Notary Name, Printed, Typed or Stamped: Jerry Kensinger

Commission Number: 236083
Commission Expires: 3-3-2026



(SEAL)



PURCHASING POLICY ADDENDUM

I, Ronald R. Hallock, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

THIS CERTIFICATION is submitted by Ronald R. Hallock the VP, Assistant Secretary
(Authorized Officer or Agent Print) (Title)
of American Lighting and Signalization, LLC.
(Name of Company)

Ronald R. Hallock
SIGNATURE

10-31-2025
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: Resolution for FY 2026 Tire Products Grant

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: Wednesday, January 28, 2026

SUBMITTED BY: Keira Drane, Grants Administrator

PRESENTER: Keira Drane, Grants Administrator

PURPOSE: Seeking Council approval to accept the grant award

FACTS: This is a state Environmental Protection Department (EPD) administered reimbursable grant with no match requirements. This grant will be used to reimburse funding for installing the tire product surface at the Fairington Park Playground.

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

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

ATTACHMENTS:

- (1) Attachment 1 - FY26 Tire Product Grant Agreement
- (2) Attachment 2 - FY 26 Tire Products Guidance
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

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

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF STONECREST, GEORGIA ACCEPTING THE TIRE PRODUCT GRANT AWARD FROM THE ENVIRONMENTAL PROTECTION DIVISION OF THE GEORGIA DEPARTMENT OF NATURAL RESOURCES IN THE AMOUNT OF ONE HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED FORTY DOLLARS AND ZERO CENTS (\$134,940.00); AND FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, Section 1.03(b)(42) of the City Charter grants the City the power to exercise and enjoy all other powers, functions rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the city and its inhabitants; and

WHEREAS, the Environmental Protection Division of the Georgia Department of Natural Resources (“Division”), an agency of the State of Georgia, administered reimbursable grant with no match requirements; and

WHEREAS, the grant will be used to reimburse funding for installing the tire product surface at the Fairington Park Playground; and

WHEREAS, the City seeks approval to accept grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF STONECREST, GEORGIA, the City Council of Stonecrest, Georgia shall accept the Tire Product Grant from the Division in the amount of ONE HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED FORTY DOLLARS AND ZERO CENTS (\$134,940.00).

BE IT FURTHER RESOLVED: The Division has administered reimbursable grant with no match requirements. This grant will be used to reimburse funding for installing the tire product surface at the Fairington Park Playground.

BE IT FURTHER RESOLVED: This grant will be used to reimburse funding for installing the tire product surface at the Fairington Park Playground.

BE IT FURTHER RESOLVED: All resolutions and parts of resolutions in conflict with this resolution are hereby waived to the extent of the conflict.

BE IT FURTHER RESOLVED: The City Manager or her designee, in consultation with the City Attorney, is directed to prepare all appropriate documents.

SO RESOLVED, this _____ day of _____, 2026.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

GRANT AGREEMENT

WITH

CITY OF STONECREST

FY 2026 TIRE PRODUCTS GRANT

PROJECT: 26-TP-044-01

This agreement (“Agreement”) is made and entered into as of the date of the last signature hereunder (the “Effective Date”), by and between the Environmental Protection Division of the Georgia Department of Natural Resources, an agency of the State of Georgia (“Division”), and **City of Stonecrest** (“Grantee”). Grantee and the Division are collectively referred to herein as the “Parties.”

WHEREAS, the Division is interested in reducing solid waste in Georgia and recovering valuable materials through recycling, waste reduction, and/or diversion; and

WHEREAS, the Division is interested in encouraging the use and market development of tire-derived products and research for scrap tire innovations; and

WHEREAS, pursuant to the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. § 12-8-20 *et seq.* (“Act”) and the rules promulgated in support the Division is authorized to assist eligible Georgia government entities with grants for the purposes as described in the Act; and

WHEREAS, Grantee represents to the Division that Grantee is duly created and existing under the laws of the State of Georgia and has the authority to expend the monies described herein for the purposes set forth herein; and

NOW, THEREFORE, for and in consideration of the valuable and mutual benefits flowing to each party as hereinafter appear below, the Parties mutually agree as follows:

1. **Project.** The Grantee shall conduct the work described in the scope of services identified in the attached Appendix A and by this reference made a part hereof (hereinafter, the “Project”).
2. **Term; Time of Performance.**
 - a. The term (“Term”) of this Agreement shall commence upon the Effective Date and shall terminate upon the completion of the tasks in the Project, not to exceed 24 months from the Effective Date, unless earlier terminated by the Division in accordance with the provisions of Paragraph 6 of this Agreement.
 - b. Grantee must commence performance of the Project within 30 days of the Effective Date and must complete the Project in accordance with the timeline described therein.
 - c. The Division may elect to extend the Term of this Agreement, in which case the Parties will execute an amendment to this Agreement.

3. Grant and Acceptance.

- a. The Division hereby makes and Grantee hereby accepts this grant for the Project (“Grant”) in the amount of **one hundred thirty-four thousand nine hundred forty dollars, (\$134,940)** (“Grant Amount”) to carry out the Project in accordance with the terms and conditions of this Agreement.
 - i. Notwithstanding any other provision of this Agreement, the Grantee acknowledges that the Division, as an agency of the State of Georgia, is prohibited from pledging the State’s credit.
 - ii. Grantee must expend or contractually obligate the full amount of the Grant Amount on or before the expiration of the Term; after expiration of the Term Grantee may not expend or obligate contractually the unencumbered Grant Amount.
 - iii. The Grantee will contribute a minimum of **0%** of the total project cost in in-kind services and cash contributions (“Match”) toward the Project.
 - iv. Grantee has already obtained or otherwise received commitments for the Match funding for the Project.
- b. The Grantee agrees that the Grant Amount will be spent pursuant to the breakdown set forth in the Project and pursuant to the terms of this Agreement and will not be used for expenses already incurred or paid for by Grantee before the Effective Date, unless such expenses are expressly authorized in advance and in writing by the Division.
- c. The budget for the Project is set forth in Appendix A. Grantee must notify the Division within 15 days of any changes to the budget for the Project that may result in the reduction and/or elimination of some or all of the Match or the Grant Amount.

4. Method of Disbursement. Division will disburse the Grant Amount to Grantee not to exceed the amount described in Paragraph 3, and in accordance with the terms described in this Paragraph:

- a. Disbursement will only be made to Grantee to reimburse Grantee for expenditures made for the Project as described in Appendix A: Scope of Work; and
- b. No disbursement will be made to Grantee for any work completed prior to the Effective Date, even if in furtherance of the Project; and
- c. Grantee must submit a disbursement request on forms as provided by the Division along with invoices and proof of payment made by Grantee for the Project and identification of any Match used. Disbursement request forms may be submitted as needed, provided, however, that they may not be submitted more than once every thirty (30) days; and
- d. The Grantee shall certify in writing the accuracy of each disbursement request. Each disbursement request shall constitute a representation and warranty by the

Grantee to the Division that the covenants and warranties made by Grantee in this Agreement are true and accurate on the date of the disbursement request. All invoices submitted by the Grantee must show detailed line items referencing the costs of labor, materials, property, equipment, installation, services, incidentals, etc. All disbursement requests should be signed and dated by authorized personnel as evidence of review and approval prior to submission to the Division; and

- e. The Division will review any disbursement request within forty-five (45) days of receipt. Disbursement will be made upon determination by the Division that the Project elements described and invoices included with the disbursement request are sufficient. If the Division, in its sole discretion, determines that all or part of a disbursement request cannot be made in accordance with the terms of this Agreement, such request or portion of the request shall not be reimbursed.
5. **Grant Funding.** If the Division determines that the source of funding for the Grant or Grant Amount no longer exists or is insufficient with respect to the Project, the Division shall terminate this Agreement in accordance with the provisions of Paragraph 6.
 - a. The determination of the Division that the funding for the Grant is no longer available or sufficient shall be conclusive.
 - b. The Division shall provide notice in writing to Grantee as soon as practicable after the Division determines that the source of payment no longer exists or is insufficient with respect to the Project.
 - c. In the event of such termination, the Division shall remain obligated to reimburse the Grantee for eligible Project expenses performed or incurred and accepted by the Division prior to such termination.
 6. **Termination of Agreement.**
 - a. **For Cause.** If, through any cause other than force majeure, the Grantee shall fail to perform its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Division may terminate this Agreement specifying the effective date. If this Agreement is terminated as provided herein, the Grantee may be disbursed from the Grant Amount for all Project work performed on or before the date of termination and for which a disbursement request is submitted pursuant to Paragraph 4.
 - b. **For Convenience.** Either Party may terminate this Agreement at any time for good reason by giving at least thirty (30) days written notice to the other Party of such termination and specifying the effective date. If this Agreement is terminated as provided herein, the Grantee may be disbursed from the Grant Amount for all Project work performed on or before the date of termination and for which a disbursement request is submitted pursuant to Paragraph 4.
 7. **Copyrights and Documents.** Grantee shall be the original and sole owner of all rights, including without limitation copyright, in and to all documents, maps, photographs, drawings and other materials produced or derived in whole or in part under this Agreement and paid for solely by Grantee (“Materials”).

- a. Grantee hereby grants Division a perpetual, irrevocable, world- wide, royalty-free, fully paid-up, non-exclusive license under any copyrights and know- how, data, findings, results and discoveries concerning the Materials so as to allow Division to conduct further research, apply for and obtain further funding and to publish or otherwise disclose the results of the Project and the Material through customary regulatory and scholarly outlets.
- b. Division shall have the right to use the Materials resulting from Grantee's efforts on this Agreement. Division acknowledges that the reuse of any such Materials by Division on any extension of this project or any other project shall, except for the obligations of Grantee, be at Division's sole risk unless otherwise agreed to in writing by all Parties.
- c. Any reports, maps, signage or other documents completed as a part of this Agreement shall include recognition and carry the following notation on a conspicuous sign or the front cover or a title page (or in the case of maps, in the same block):

"The preparation of this report, map, document, project, etc., was financed through a grant from the Georgia Environmental Protection Division."
- d. Division's said license and rights and Grantee's said rights shall not be affected or revoked by the termination provisions of Paragraph 6 of this Agreement.

8. **Grantee's Warranties and Covenants.** The Grantee warrants and covenants to the Division all of the following:

- a. The entirety of the Project shall be carried out in accordance with all applicable federal, State and local laws, rules, regulations and ordinances, including but not limited to the Georgia Rules for Solid Waste Management (Rules) and the Georgia Comprehensive Solid Waste Management Act (Act).
- b. The Grantee will obtain, will modify as needed, and/or will operate in compliance with any required permits issued by the Division to address the handling of the recovered materials or solid waste pursuant to the Project.
- c. The Project will be performed in a workmanlike manner, consistent with that level of care and skill ordinarily exercised by such entities and with sound principles commonly used by similar professionals under similar circumstances and further warrants that the Project will be performed as intended and described in Appendix A.
- d. All information contained in its grant application was, as of the date the grant application, and will remain, until the termination of this agreement, complete, accurate and correct in every way, and that the Grantee is not aware of any circumstances that may cause any information included in the grant application to become incorrect or otherwise change the scope of the Project subsequent to the Effective Date.
- e. It has not employed or retained any company or person, other than a bona fide

employee working solely for him, to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Agreement.

- f. It has, or will secure, all personnel required in performing the Project. Such personnel shall not be employees of or have any contractual relationship with the Division.
 - i. The Project will be performed by the Grantee or under its supervision, and all the personnel engaged by the Grantee to perform the Project shall be fully qualified and shall be authorized under state and local law to perform the same.
 - ii. The Division, or its authorized representatives, shall have the right to enter into the premises of Grantee and/or all subcontractors, or any places where the Project is being performed, to inspect, monitor, or otherwise evaluate the performance of the Project.

9. **Miscellaneous Provisions.**

- a. **Taxes.** The State is exempt from Federal Excise Taxes and from State and Local Sales and Use Taxes. The Grantee will pay all taxes lawfully imposed upon it that may arise with respect to this Agreement.
- b. **Georgia Open Records Act.** All products, reports, information, data, etc., given to, derived from, prepared by, or assembled by the Grantee (the “Materials”) in the performance of this Agreement shall be governed by the Georgia Open Records Act. The Division expressly acknowledges and agrees that Grantee is an “agency” as defined in O.C.G.A. § 50-18-70 and is consequently subject to the Georgia Open Records Act. Grantee shall inform the Division in writing if it receives any requests for the Materials pursuant to the Georgia Open Records Act.
- c. **Assignability.** Grantee shall not transfer or assign all or any of its right, title or interest in this Agreement or delegate any of its duties or obligations hereunder to any party other than the Grantee.
- d. **Interest of Agreement.** The Grantee hereby attests that it and all of the officials of the Grantee have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28 and O.C.G.A. §§ 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the term of this Agreement.
- e. **Division Intellectual Property.** The Grantee agrees it will not use the name or any intellectual property, including but not limited to, the Division’s trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the Division.
- f. **Right to Audit and Access to Records.** The Grantee shall maintain books, records

and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all expenditures related to the Project throughout the term of the Agreement for a period of at least five (5) years following the date of final disbursement or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Grantee shall permit the Auditor of the State of Georgia or any authorized representative of the State to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Grantee relating to orders, invoices or payments or any other documentation or materials pertaining to the Agreement, wherever such records may be located during normal business hours. The Grantee shall not impose a charge for audit or examination of the Grantee's books and records. If an audit discloses incorrect billings or improprieties, the Division reserves the right to charge the Grantee for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

- g. **Entire Agreement; Modification.** This Agreement represents the sole and complete understanding of the terms of the Agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral or written, with respect thereto. No modification or amendment to this Agreement will be binding on either party hereto unless such modification or amendment is reduced to a writing executed by both Parties. Any changes in the scope and/or duration of this Agreement shall be mutually agreed upon by and between the Division and the Grantee in a writing executed in accordance with this Paragraph.
- h. **Liability.** Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- i. **No Indemnification; Waiver.** Grantee acknowledges that the Division is an agency of the State of Georgia and is prohibited from indemnifying Grantee or any other parties. The Grantee waives, releases, relinquishes, and discharges any and all claims or demands against Grantee or contractors of Grantee for any damages of any nature whatsoever that in any way relates to or arises out of this Agreement or the disbursement of the Grant Amount hereunder, even if such claims or demands are made against the Grantee or contractors of Grantee and even if the Grantee knew the existence of such claims.
- j. **Applicable Law.** The Parties agree that this Agreement and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.
- k. **No Waiver.** The failure of the Division or Grantee at any time to require performance by the other party of any provision hereof, shall in no way affect the right of the Division or Grantee thereafter to enforce that same provision or any part of the Agreement, nor shall the failure of the Division or Grantee to enforce

any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Agreement itself.

1. **Binding Authority.**

- i. The Division warrants that the Director has the authority to bind the Division.
- ii. Grantee’s signatory(ies) warrant that it is fully authorized and empowered by all necessary and appropriate official action on the part of the governing body of the Grantee to execute this Agreement and to bind the Grantee thereto.

m. **Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument. The Parties agree that any electronic signatures on this Agreement hereto constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-1-21 *et seq.*

n. **Severability.** If any one or more of the provisions of this Agreement are for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

o. **Notice.** All notices, correspondence requests, demands, waives and other communications required or permitted to be given under this Agreement shall be made in writing and shall be deemed to have been duly given if delivered by U.S. Mail, postage paid, sent by nationally recognized overnight courier, or by electronic mail to the contacts as follows:

If to the Division:
Georgia Environmental Protection Division
Recovered Materials Unit
4244 International Parkway
STE 104
Atlanta, GA 30354
SWTF.Grant@dnr.ga.gov

If to Grantee:
Keira Drane
Grants Administrator
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
770-843-9221
kdrane@stonecrestga.gov

IN WITNESS WHEREOF the Division and the Grantee have executed this Agreement as of the date of the last signature hereunder.

**The Environmental Protection Division of
the Department of Natural Resources,
State of Georgia**

City of Stonecrest

Jeffrey W. Cown
Director
Date:

Jazzmin Cobble
Mayor
Date:

Project Information: City of Stonecrest | Drane | Poured In Place Playground Surface at Fairington Park

Common Applicant Profile

City of Stonecrest | Drane

Submission Date

09/30/2025

Project Title

Poured In Place Playground Surface at Fairington Park

Local Government/Entity

City of Stonecrest

Federal Tax ID

82-1294890

Mailing Address

Address 1

3120 Stonecrest Blvd.

Address 2

City

Stonecrest

State

Georgia

ZIP

30038

Contacts

Primary Grant Administrator

This is the person who will be the main point of contact for all grant-related communication and questions. This may or may not be the same individual who applies for and/or submits the grant application.

First

Keira

Last

Drane

Title

Grants Administrator

Organization

City of Stonecrest

Phone

770-843-9221

GA Email

kdrane@stonecrestga.gov

Responsible Official for Approvals

If selected for award, this will be the individual who will sign the agreement. Examples include but are not limited to the chief executive officer, commissioner, mayor, or solid waste director.

First

Jazzmin

Last

Cobble

Title

Mayor

Organization

City of Stonecrest

Phone

770-224-0200

Signatory Email

jcobble@stonecrestga.gov

Project Start Date

05/04/2026

Project End Date

05/22/2026

Grant Amount Requested

~~\$134,939.38~~ **\$134,940.00**

Total Project Amount

\$144,919.38

Is your entity listed on the DCA noncompliance list?

No

Is your entity involved in any open consent orders or enforcement actions with EPD?

No

Has your entity received any grant funding from EPD in the past?

No

Does your entity require funds in advance?

No

Admin

Review Request Steps

1. Type feedback to applicant in the box below and click *Save*
2. Select the "Changes Requested" folder to trigger the email notification to the applicant
3. Click *Revert to Draft* to change the application to draft and revert to the intake stage

Georgia EPD Feedback to Applicant

Internal Comments

Eligible

Agreement Number

Application Reviews

Reviews Assigned	Reviews Complete	Evaluation Criteria Points	Total Points Avg.
4	0	Avg.	

Lowest Score	Highest Score	Award Summary
0	0	Score Deviance

Award Amount	Match Amount	Advance Amount
\$0.00	\$0.00	\$0.00

Payments

Total Payments	Remaining Award Balance
\$0.00	

Expenses & Reimbursements

Common Applicant Profiles: [City of Stonecrest](#) | [Drane](#)

User Login

kdrane@stonecrestga.gov

First Name

Keira

Last Name

Drane

Organization Name

City of Stonecrest

Title

Grants Administrator

Supplier ID - Admin Only

Email

kdrane@stonecrestga.gov

Phone

770-843-9221

Project Narrative: 81005442

Linked Cover Letter

City of Stonecrest | Drane | Poured In Place Playground Surface at Fairington Park

Select the grant for which you are applying

Tire Products

Project Description

Briefly describe your overall project, including project location.

The City of Stonecrest is looking to replace the current loose engineered wood fiber (EWF) mulch playground surface with a TDP Poured in Place Bonded Rubber Playground Surface at our Fairington Park. This upgrade of installing the new bonded rubber surface to the existing playground will enhance accessibility and improve fall protection for children playing at the playground. The city will be replacing approximately 80 ft. x 80 ft of the existing playground surface. Fairington Park is located at 2831 Fairington Parkway, Stonecrest, GA 30038.

Need and Purpose

Describe the need and purpose of the project.

The City of Stonecrest is the 2nd largest city in Dekalb County, Georgia. It's one of Georgia's newest cities, established in 2017. The City of Stonecrest has a population of approximately 60,000 residents. It's comprised roughly of 200 residential communities. It has seven parks and four playgrounds. As the city continues to promote community engagement, there is a need for renovating and improving outdoor recreation facilities that showcases an updated community aesthetics. The City of Stonecrest is continuing their efforts to develop more robust and modernized parks along with maintaining and repairing existing facilities. The city wants to ensure ADA accessibility, improve safety of playground equipment, lighting and security to provide both outdoor learning opportunities and leisure for their citizens.

Community Served

Describe how the project benefits the community.

The installation of a Poured in Place Recycled Bonded Rubber Playground Surface at Fairington Park will benefit approximately 2300 families residing nearby (Fairington Hwy and Panola Rd). The bonded rubber playground will improve the park's aesthetics and will become more inviting to the public. Adults will have a better sense of security with the presence of a rubber surface, decreasing their children's personal bodily injuries. The replaced playground surface will provide a level of comfort for the surrounding Fairington Park community, displaying the City Of Stonecrest commitment to reinvesting into their recreational facilities. Fairington Park is a public park with a playground for kids, a walking track, and a baseball field.

Utilization and Metrics

Describe the tire-derived product(s) (TDP) your project will utilize.

The City of Stonecrest will utilized a 100% recycled EPDM bonded rubber material for a pour in place playground surface.

Describe the total project cost utilizing conventional or virgin materials vs. the total project cost utilizing TDP(s).

The cost for the City of Stonecrest to use engineered wood fiber (EWF) mulch, a non-TDP conventional material for the playground surface is \$9,980.00 for labor (\$8,330.00) and material (\$1,650.00). The cost for using TDP materials to install a pour in place playground surface is \$144,919.38 for labor (\$32,640.00), shipping (\$1,479.00), site prep (\$19,200.00) and material (\$91,600.38). The cost difference of \$134,939.38 is the eligible cost for this grant funded project. This cost represents 100% of the TDP materials to be used for the entire project of installing a Recycled Bonded Rubber Playground Surface at Fairington Park.

- For example: A roadway paving project costs \$100,000 using conventional materials and services. To utilize a ground tire rubber asphalt mix, it will cost an additional \$50,000 (\$30,000 for the material itself and \$20,000 for the associated labor to mix/haul). In this scenario, the total project cost utilizing conventional materials is \$100,000 vs. \$150,000 to utilize TDP. The difference in cost and the amount eligible for grant funding is \$50,000.
- For example: A public school plans to renovate a classroom using tiles made from TDP. Conventional tiles will cost \$8,000 (\$6,000 for the tiles and \$2,000 for labor and installation). TDP tiles will cost \$12,000 (\$8,000 for the TDP tiles and \$4,000 for labor and installation). In this scenario, the total project cost utilizing conventional materials is \$8,000 vs. \$12,000 to utilize TDP. The difference in cost and the amount eligible for grant funding is \$4,000.

Describe the number of Lbs. of TDP(s) used in the project.

6400sq ft @ 10' CFH

RD 1-3 Black Granules 55# bag 149 ea

062-1040 Red (G) 1-4 mm 55# bag**149 BAGS**

Base 6/16 50# bag

PremARC™ 60-80 (I) d - 475 lb drum 24Drum

PremARC™ 60-80 (I) d - 475 lb drum

- *For example: A roadway paving project plans to use 50 tons of rubberized asphalt. Each ton of rubberized asphalt is 30% TDP, and 70% other materials. One ton equals 2,000 lbs. For this scenario, the amount of TDP used is 30,000 lbs. ((50 tons X 2,000 lbs.) X .3).*
- *For example: A public school plans to use 300 square feet of tiles made from TDP. Each tile weighs 12 lbs., and consists of 90% TDP, and 10% other materials. Each tile is one square foot. For this scenario, 3,240 lbs. of TDP are used in the project (300 square feet of tiles X 12 lbs./tile) X.9).*

Describe how the TDP(s) will be incorporated into your project

The existing borders and surface will be removed and the new Recycled Bonded Rubber Playground surface will be installed at 10' fall height.

Where are you sourcing the TDP(s) and/or related service(s)?

1. TDP Materials are being provided locally by Rubber Designs located in Calhoun, GA
2. Labor is being conducted locally by Southeast Outdoors Solutions located in Jasper, GA

Marketing and Education

How will you share information about your project to your community?

City of Stonecrest will notify the community of the Fairington Park Playground about the installation of the Recycled Bonded Rubber Playground Surface by posting on the city's website, posting on the visual monitor at city hall and communicating updates during monthly City Council meetings that are publicly broadcasts. City of Stonecrest will also receive the support of their City Council to inform their constituents during town hall meetings.

Project Timeline: PIP Surfacing Installation - 2026-05-04

Name	Attachments
PIP Surfacing Installation - 2026-05-04	No
Site Preparation - removal of existing materials - 2026-05-04	No

Linked Cover Sheet

City of Stonecrest | Drane | Poured In Place Playground Surface at Fairington Park

Activity Name

PIP Surfacing Installation

Activity Description

Poured In Place Surfacing Installation with 4" crushed stone base compacted to 3". Pour EPDM bonded rubber for a 10' Fall Height.

Activity Start Date

05/04/2026

Activity Completion Date

05/22/2026

Project Timeline: Site Preparation - removal of existing materials - 2026-05-04

Linked Cover Sheet

City of Stonecrest | Drane | Poured In Place Playground Surface at Fairington Park

Activity Name

Site Preparation - removal of existing materials

Activity Description

Contractor will remove the current loose engineered wood fiber (EWF) mulch playground surface

Activity Start Date

05/04/2026

Activity Completion Date

05/22/2026

Project Budget: TDP Materials

Linked Cover Letter

City of Stonecrest | Drane | Poured In Place Playground Surface at Fairington Park

Application Type

Tire Products

How many line items do you want to submit?

4

Running Total of Grant Funds Requested

~~\$134,939.38~~ **\$134,940.00**

Total Project Cost (including TDP and associated services)

\$144,919.38

Percentage of project (by cost) that consists of TDP and associated services

93

Budget Line Item

TDP Materials

Grant Funds Requested

\$91,600.38

Are the funds attributable to a GA business?

Yes

Budget Line Item

Shipping

Grant Funds Requested

\$1,479.00

Are the funds attributable to a GA business?

Yes

Budget Line Item

Site Prep

Grant Funds Requested

\$9,220.00

Are the funds attributable to a GA business?

Yes

Budget Line Item

Installation

Grant Funds Requested

\$32,640.00

Are the funds attributable to a GA business?

Yes

Supporting Materials: 82384574

Linked Cover Letter

City of Stonecrest | Drane | Poured In Place Playground Surface at Fairington Park

How many quotes would you like to submit?

4

Attach quotes and/or other cost estimate documentation to support each line-item expenditure in the budget. If utilizing a Georgia business for any products or services, attach documentation that clearly indicates the business name and address.

Quote 1

Southeast Outdoors Solution TDP Quote - Pour in Place Playground.pdf

Quote 2

Southeast Outdoors Solution NON-TDP Quote - Pour in Place Playground.pdf

Quote 3

Rubber Designs Brochure.pdf

Quote 4

TDP Manufacturers and Suppliers List.pdf

**Complete and submit a W9 form.

W9 Form

W-9 Upload

W9- City Executed 9-16-25.pdf

**Complete and submit a state contractor affidavit form.

Contractor Affidavit Form

State contractor affidavit form

Executed Contractors Affidavit.pdf

Supporting Materials: File Attachments

Quote 1

Southeast Outdoors Solution TDP Quote - Pour in Place Playground.pdf

Quote 2

Southeast Outdoors Solution NON-TDP Quote - Pour in Place Playground.pdf

Quote 3

Rubber Designs Brochure.pdf

Quote 4

TDP Manufacturers and Suppliers List.pdf

W-9 Upload

W9- City Executed 9-16-25.pdf

State contractor affidavit form

Executed Contractors Affidavit.pdf

ESTIMATE

Southeast Outdoors Solutions
 PO Box 1582
 Jasper, GA 30143

Sales@southeastplay.com
 +1 (770) 704-5066

**The City of Stonecrest:Fairington Park Playground Surface****Bill to**

The City of Stonecrest
 3120 Boulevard, Suite 190
 Stonecrest,
 Stonecrest, GA 30038

Ship to

The City of Stonecrest
 2831 Fairington Parkway
 Stonecrest, GA 30038

Estimate details

Estimate no.: 7882

Estimate date: 09/09/2025

#	Product or service	Description	Qty	Rate	Amount
1.		Remove existing mulch under current playground and install new EPDM Bonded Rubber Recycled Material surface @ 10' fall height			
2.	PIP Surfacing	Poured In Place Surfacing ... 6400sq ft @ 10' CFH RD 1-3 Black Granules 55# bag 149 ea 062-1040 Red (G) 1-4 mm 55# bag**149 BAGS** Base 6/16 50# bag PremARC™ 60-80 (I) d - 475 lb drum 24 Drum PremARC™ 60-80 (I) d - 475 lb drum	1	\$91,600.38	\$91,600.38
3.	Shipping	Shipping & Handling	1	\$1,479.00	\$1,479.00
4.	Removal	Remove loose EWF mulch under playground structure 80'x80' area Dumpster Rentals Included	1	\$19,200.00	\$19,200.00
5.	PIP Surfacing Installation	Poured In Place Surfacing Installation with 4" crushed stone base compacted to 3". Pour EPDM bonded rubber for a 10' Fall Height	1	\$32,640.00	\$32,640.00
6.	Warranty Notes	Warranty Notes • Installation of any component covered under manufacturer warranty is covered	1	\$0.00	\$0.00

under service warranty for one year

- Equipment is warranted under the manufacturer comprehensive warranty
- Once the warranty dates are met each service call, repair, or warranty claim is subject to fees

7. Notes	Thank you for allowing Southeast Outdoors Solutions to provide an estimate for your project!	1	\$0.00	\$0.00
	<ul style="list-style-type: none"> • We hope you find our estimate to be meets your project needs. Prices quoted are good for 7 days, unless otherwise stated within the estimate. Shipping is subject to market changes at any time. • Installation price assumes normal soil conditions and does not include rock excavation or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of install. • If you decide to move forward with your project, please let us know so we can provide the final estimate, sales order, and deposit invoice of 50% of the total project that is due at order date with the remaining being due upon job completion. • Protecting the value and safety of your products and project is very important to us. All work is conducted to meet ASTM playground standards, is fully insured, and performed by a certified installer. • Please note this estimate does not include the following: surveying, permits, inspections or licenses, demolition of anything not noted, site prep, soil testing or grading, drainage systems, stonework or concrete work, temporary fencing or security. • Upon acceptance of sales order no returns, refunds or exchanges are eligible. <p>Taxes are based on install address, unless a copy of your tax exemption certificate is provided.</p>			

Total **\$144,919.38**

Accepted date

Accepted by

ESTIMATE

Southeast Outdoors Solutions
 PO Box 1582
 Jasper, GA 30143

Sales@southeastplay.com
 +1 (770) 704-5066

Southeast Outdoors
solutions



The City of Stonecrest:Fairington Park Playground Surface

Bill to

The City of Stonecrest
 3120 Boulevard, Suite 190
 Stonecrest,
 Stonecrest, GA 30038

Ship to

The City of Stonecrest
 2831 Fairington Parkway
 Stonecrest, GA 30038

Estimate details

Estimate no.: 7883

Estimate date: 09/09/2025

#	Product or service	Description	Qty	Rate	Amount
1.		Refresh Engineered Wood Fiber mulch to existing surface. Raise to a minimum depth of 9". We will leave existing borders.			
2.	EWF Mulch	Playground Engineered Wood Fiber Mulch @ 6" depth IPEMA Certified to ASTM F1292 & F2075 Existing and new mulch will compress to 9", meeting ASTM Standards	119	\$70.00	\$8,330.00
3.	EWF Mulch Installation	Playground Engineered Wood Fiber Mulch Installation via blower truck	1	\$1,650.00	\$1,650.00
4.	Notes	<p>Thank you for allowing Southeast Outdoors Solutions to provide an estimate for your project!</p> <ul style="list-style-type: none"> • We hope you find our estimate to be meets your project needs. Prices quoted are good for 7 days, unless otherwise stated within the estimate. Shipping is subject to market changes at any time. • Installation price assumes normal soil conditions and does not include rock excavation or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of install. • If you decide to move forward with your project, please let us know so we can 	1	\$0.00	\$0.00

provide the final estimate, sales order, and deposit invoice of 50% of the total project that is due at order date with the remaining being due upon job completion.

- Protecting the value and safety of your products and project is very important to us. All work is conducted to meet ASTM playground standards, is fully insured, and performed by a certified installer.
- Please note this estimate does not include the following: surveying, permits, inspections or licenses, demolition of anything not noted, site prep, soil testing or grading, drainage systems, stonework or concrete work, temporary fencing or security.
- Upon acceptance of sales order no returns, refunds or exchanges are eligible.

Taxes are based on install address, unless a copy of your tax exemption certificate is provided.

Total	\$9,980.00
--------------	-------------------

Accepted date

Accepted by

Rubber Designs



Better for the earth. Better for you.

Rubber Designs manufactures a full line of recycled rubber products ranging from interlocking tiles to rubber landscaping products such as mulch and curb edging. We create products that are better for our earth as we source from 100% recycled rubber. Our products are better due to the superior innovation and quality of manufacturing. We've been working diligently with recycled materials, creating innovative surfacing and landscape products for over two decades. Rubber Designs is guaranteed to supply the highest quality materials while providing a sustainable green solution to saving the earth.

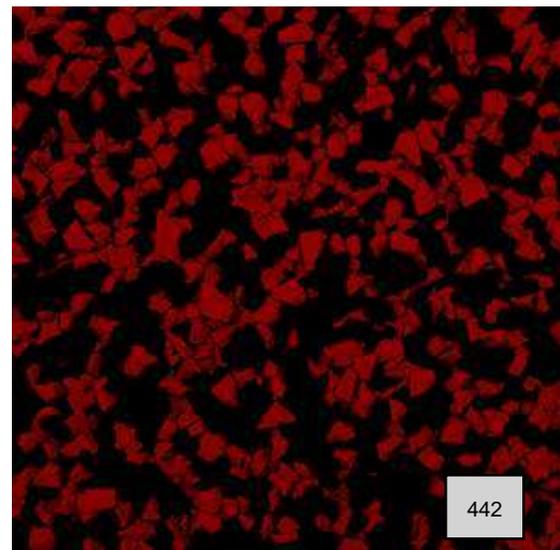
Many of today's consumers understand that recycling is about "Closing The Loop". Rubber Designs processes over 12 million pounds of rubber buffings per year. This generates over 7 million pounds of feed stock per year for product fabrication; the equivalent of removing about 280,000 tires from the waste stream annually.

As manufacturers, we are dedicated to educating the public on the benefits of recycled products and how they can play an integral part in creating beautiful landscaping and surfacing solutions. Part of the process is helping the customer to understand that recycling is not simply about making products out of discarded materials, but about consumers purchasing and using these recycled products in our daily lives.

RUBBER MULCH COLOR ASSORTMENT



EPDM 50/50
Black & Red



Tire-derived Products Manufacturers & Suppliers

The following businesses supply materials and services related to tire derived products. A listing does not constitute an endorsement by EPD. Applicants may source their materials from any company. EPD may post additional contacts as they become available.

Grant applicants may only use materials derived from scrap tires.

It is the Tire Grant applicant's responsibility to provide manufacturer's documentation in their application that describes the TDP(s), such as a material data sheet. This should be submitted in the grant application as supporting material.

Company Name	Website	Contact Information	Location
Atlantic Power & Infrastructure	Atlantic Power & Infrastructure (apaicorp.com)	Phone: 727-723-3300	Clearwater, FL
GameTime	https://www.gametime.com/	Phone: 407-331-0101	Longwood, FL
Great Outdoors Play	https://www.greatoutdoorsplay.com/	Phone: 1-800-259-7880	Martinez, GA
Hasley Recreation	https://hasley-recreation.com/	Phone: 770-965-4042	Flowery Branch, GA
iPlay Safety Surface	https://www.iplaysafetysurfacing.com/	Phone: 844-899-7529	Jupiter, FL
Korkat	https://www.korkat.com/	Phone: 888-356-7528	Carrollton, GA
<i>*Note only certain materials from this supplier qualify for the grant</i>			
Liberty Tire Recycling	Liberty Tire Recycling - Tire Recycling Services	Corporate Phone: 412-562-1700 Local Phone: 404-355-0547 (Atlanta), 706-602-0072 (Calhoun)	Corporate Location: Pittsburgh, PA Local Location: Atlanta, GA and Calhoun, GA
Northwest Georgia Paving Inc (NWGP)	https://nwgpinc.com/	Phone: 706-204-3150	Calhoun, GA
Outdoor Safety Surfacing/ReTek Products	https://www.outdoorsafetysurfacing.com/	Phone: 888-356-7528	Carrollton, GA
PerKEPave	Porous Flexible Paving - perKEPave	Phone: 215-316-6383	Pottstown, PA
PlaySouth Playground Creators	https://www.playsouth.net/	Phone: 678-488-6572	Newnan, GA
Porous Pave Inc	https://www.porouspaveinc.com/	Matt Lamb : 651-274-0326	Grant, MI
Pro Playgrounds	https://proplaygrounds.com/	Phone: 1-800-573-7529 Contact Email: gcoleman@proplaygrounds.com	Tallahassee, FL
QRRI	https://www.qrri.com/contact-us/	Phone: 678-832-6034	Sandy Springs, GA
Rubber Recycle	https://www.rubberrecycle.com/	Phone: 732-363-0600	Lakewood, NJ
Rubberform	https://rubberform.com/american-made/	Phone: 716-478-0404	Lockport, NY
Rubberway	https://www.rubberway.com/	Phone: 877-288-0045	Miami, FL
Rubber Designs	https://www.rubberdesigns.com/	Phone: 877-978-2237	Calhoun, GA
Softline Solutions	https://www.softlinesolutions.net/poured-in-place-surfacing-systems	Jonathan Truan : jonathant@softlinesolutions.net	Waterford, MI
Sunbelt Asphalt	https://sunbeltasphalt.com/	Phone: 770-867-5312	Auburn, GA

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) City of Stonecrest, GA		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions. 3120 Stonecrest Blvd Suite 190	Requester's name and address (optional)	
	6 City, state, and ZIP code Stonecrest, GA 30038		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
			-						
or									
Employer identification number									
8	2	-	1	2	9	4	8	9	0

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
	<i>Kalrushe</i>	<i>06.24.2025</i>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

1214800
Federal Work Authorization User Identification Number

1/16/2019
Date of Authorization

City of Stonecrest
Name of Contractor

TDP-PUR IN PLACE Program
Name of Project SURFACE AT Jamington
Truck

Georgia Department of Natural Resources
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

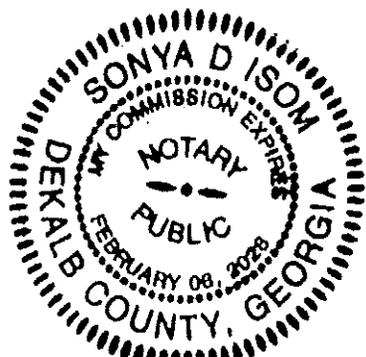
Executed on September 25 2025 in Stonecrest (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

Shermin Cobble, Mayor
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 25th DAY OF September, 2025.

Sonya D. Clam
NOTARY PUBLIC
My Commission Expires: February 8, 2028



Signature: [82386872](#)

Linked Cover

City of Stonecrest | Drane | Poured In Place Playground Surface at Fairington Park

Are you the responsible official (as described in the Project Information section of this application) authorized to sign on the behalf of your entity?

No

If no, please go to the link below. Make a copy of the form to complete and upload the signed signatory form.

[Tire Products Grant Application Signature Page](<https://epd.georgia.gov/document/document/swtf-grant-program-application-signature-page/download>)

Signed Signature Page

TDP Grant Signature form EXECUTED.pdf

Signature: File Attachments

Signed Signature Page

TDP Grant Signature form EXECUTED.pdf

SWTF Grant Program Application Signature Page

SWTF Grant (select one):

- Recycling and Waste Diversion Grant
- Tire Products Grant
- Scrap Tire Abatement Reimbursement Grant

Project Title: Poured IN PLACE Playground SURFACE AT FAIRMINGTON PARK

Local Government Entity (Applicant): CITY OF STONECREST

I, undersigned authorized representative of the applicant, certify that to the best of my knowledge, the information contained herein is true and correct, the document and project has been duly authorized by the governing body of the applicant, and, if funded, the applicant will carry out the implementation steps in the manner described in this application. I also certify that the applicant shall maintain accounting records in accordance with generally accepted government accounting principles and that the funds awarded will be included in those audits or financial statements that cover all or part of the project duration period noted in the application.



Official Signature
(Responsible Official only)

9.29.25

Date

Jazzmin Cobble

Name (Print)

Mayor

Title

**Solid Waste Trust Fund Grant Program
Tire Products (Tire) Grant Guidance
FY 2026**

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Tire Products Grant

Introduction

The Solid Waste Trust Fund (SWTF) Grant Program furthers the goals of the SWTF by providing financial support for projects that meet the requirements described in O.C.G.A. § 12-8-27.1 and O.C.G.A. § 12-8-37.1 of the Georgia Comprehensive Solid Waste Management Act (Act), and Rule 391-3-21.17 of Rules and Regulations of the State of Georgia (Rules).

The Tire Products (Tire) Grant created as a part of the SWTF Grant Program, will reduce solid waste in Georgia, support manufacturing and market development for scrap tires, and encourage innovation.

The Tire Grant is separate from the Recycling and Waste Diversion (RWD) and the Scrap Tire Abatement Reimbursement (STAR) Grants. The Tire Grant is restricted to projects that utilize tire-derived products (TDP) or identify innovative uses for scrap tires or new products derived from scrap tires through research.

Grant Description and Project Tracks

Grants will be awarded subject to the amount of funds available. Eligible applicants may apply up to the established cap of \$250,000.

Projects at various stages will be considered. The timeline for the portion of the project funded by this grant may not exceed 24 months in length.

There are two project tracks eligible for funding within the Tire Grant. Applicants must choose the project track and may not apply for more than one in the same grant cycle.

1. Tire-derived Products

These are projects that utilize TDP.

An example of a TDP is ground tire rubber (GTR) which is recycled tire rubber that has been ground into very small particles to use as an asphalt cement or asphaltic concrete modifier (GDOT Standard Specifications 2021).

Awarded grant funds will only pay for the direct costs related to the incorporation of TDP and associated services into projects which would normally utilize conventional or virgin materials. Direct costs may include material costs or services, such as hauling and mixing of the TDP.

In the application, applicants must demonstrate what the cost of the project would be using TDP vs. the cost of conventional materials. The amount eligible for reimbursement (the grant award) is the direct costs related to the incorporation of TDP minus the cost of using conventional materials.

TDP may be used in projects including, but not limited to:

- a. Paving
- b. Poured playgrounds or trails
- c. Mats, pavers, and tiles
- d. Courts for schools or parks
- e. Traffic related products

No matching is required for this track.

Recent studies have raised concerns with the environmental and public health impacts of some TDP. As a result, EPD will not be funding projects utilizing loose tire-derived mulch or tire-derived beads for artificial turf.

2. Research of New and/or Innovative Uses for Scrap Tires

These are projects that seek to identify innovative uses, conduct research/tests, and/or develop beneficial uses or products derived from scrap tires. Awarded grant funds may be used for all costs related to research, such as salaries and material testing.

For the Research of New and/or Innovative Uses of Scrap Tires track, the applicant must provide a minimum 20% match of the total project cost. Awarded grant funds will pay up to 80% of the total project cost.

A match is a cash or in-kind resource commitment beyond the grant dollar amount requested. Match items must be documented through letters of commitment, copies of checks, payroll records, etc. Common sources of matches include:

Cash	In-Kind
<ul style="list-style-type: none"> • Engineering • Construction • Materials • Equipment Rental 	<ul style="list-style-type: none"> • Donations • Volunteers • Staff time • Materials • Office Space

Eligibility Requirements

Eligible awardees of competitive grants are those described as eligible in O.C.G.A. § 12-8-37.1.

Eligible applicants and awardees for the Tire Grant include:

1. Counties, municipalities, or any combination of the same, hereafter referred to as local governments;
2. Public authorities, agencies, commissions, or institutions.

Local government applicants must have Qualified Local Government status as of the date of their application, as determined by the Georgia Department of Community Affairs. The Georgia Department

of Community Affairs maintains an active listing of local governments who are ineligible to receive state funding, including grants: <https://apps.dca.ga.gov/LocalGovStatus/planning.asp>

Public authorities should also review this site: <https://dca.georgia.gov/community-assistance/government-authority-reporting/local-government-authorities>

Nonprofit or private organizations are not eligible to apply for funding, however, they may partner with eligible applicants on projects.

In addition to those baseline eligibility requirements:

1. Applicants who are subject to an open EPD consent order or other EPD enforcement action are not eligible to receive grants.
2. Applicants who have received grant funds in past years but have NOT demonstrated successful administration of those grant funds may be deemed ineligible by EPD. Successful administration includes but is not limited to completing all project activities during the contract period, meeting all required deadlines, completing the project on time and on budget, expending all grant funds requested on project activities, and providing adequate documentation as requested by EPD.

Schedule

The Tire Grant FY26 cycle will be administered according to the following schedule:

August 4	SWTF Grant Program FY26 Informational Webinar
August 11	Application period open
September 30	Application submission deadline
October – December	Application review
January - February	Grant award notification period

EPD will host an informational webinar on August 4, 2025, at 1:00 PM to review the application schedule, project examples, and eligibility for the FY26 Tire Grant.

Register in advance for this webinar:

https://gaepd.zoom.us/webinar/register/WN_DU1KXg1JRh2iLRx-JAqO5g

SWTF Grant Program Administration Portal

Prospective applicants will use the SWTF Grant Program Administration Portal to submit applications.

Applications submitted via email or through other means will not be accepted.

Resources can be accessed at:

<https://epd.georgia.gov/swtf-grant-program-administration-portal>

Access the Tire Grant Portal at:

https://webportalapp.com/sp/login/georgia_epd_tp_grants

Special Requirements

Grant funds are paid out on a reimbursement basis. If you require advance funds to achieve grant objectives, please contact program staff **before** submitting your application. This is permissible; however, justification is required.

Contractual costs for one-time only services are allowed, provided the project itself is approved. The first year of project with a recurring cost may be allowed if future non-EPD funding is available and described in the application.

Eligible grant award amounts will be determined by EPD. Grant awards may be less than amounts requested.

All purchases of goods and services shall be made according to the awardee's procurement (bid) requirements and policy.

Awardees may also be asked to provide documentation to be used by EPD as a case study illustrating the approach to supporting market development activities from scrap tires.

EPD staff may perform site inspections during the term of the grant.

EPD shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state, or local regulations, the terms of the grant award, or these guidelines.

EPD may declare the awardee ineligible for further participation in the program until the awardee complies with the regulations, the terms of the grant award, or these guidelines.

Application Requirements and Evaluation Criteria

Tire Grant funds are limited and are contingent upon available funding. Applications will be evaluated by EPD to determine if the applicant and proposed project are eligible (see Eligibility Requirements).

Eligible projects will be scored according to the criteria described below. EPD will fund projects starting with the highest-ranking score first and will continue awarding funds to those qualifying applications until EPD has exhausted available funds for that grant cycle.

Awardees from previous Tire Grant cycles are eligible to apply if they have completed the terms of their previously awarded agreement.

EPD reserves the right to coordinate with applicants as needed to modify project scopes and budgets.

Application Requirements

Applications must be submitted via the SWTF Grant portal:

https://webportalapp.com/sp/georgia_epd_tp_grants

The following elements must be included in all applications. An application will not be considered for a grant award if the minimum project requirements are not met.

Tire-derived Products

1. The application must feature a complete project narrative that addresses the following:
 - a. Description of the overall project, including location.
 - b. Description of the need and purpose of the project.
 - c. Description of how the project benefits the community.
 - d. Description of the TDP(s) utilized in the project.
 - e. Description of the total project cost utilizing conventional or virgin materials vs. the total project cost utilizing TDP(s).
 - i. In the application, applicants must demonstrate what the cost of the project would be using TDP vs. the cost of conventional materials. The amount eligible for reimbursement (the grant award) is the direct cost related to the incorporation of TDP and associated services minus the cost of using conventional materials.
 - ii. For example, an applicant is seeking funding for a roadway paving project using TDP. The roadway project costs \$100,000 utilizing conventional materials and services. To utilize TDP it will cost an additional \$50,000 (\$30,000 for the material itself and \$20,000 for the associated labor). In this scenario, the total project cost utilizing conventional materials is \$100,000 vs. \$150,000 utilizing TDP. The difference in cost and the amount eligible for the grant award funding is \$50,000.
 - iii. If the applicant is seeking to replace or repair an existing surface that is already made with TDP, the applicant should state this in the narrative. Explain that the current surface is already made with TDP and why it needs replacement or repair. In this scenario, the applicant will not need to demonstrate the cost

difference. The amount eligible for grant award funding would be the total cost of the project directly relating to TDP and associated services.

- iv. If the cost of using conventional materials is higher than utilizing TDP, applicants should state this in the narrative. In this scenario, the applicant should describe why utilizing TPD is less than conventional. The amount eligible for grant award funding would be the total cost of the project directly relating to TDP and associated services.
 - f. Description of the number of lbs. of TDP(s) used in the project.
 - g. Description of how the TDP(s) will be incorporated into the project.
 - h. Description of the sourcing of the TDP(s).
 - i. Description of how information will be shared about the project with the community.
2. The application must include a timeline that describes the project's start and end dates, and milestones.
3. The application must include a budget detailing the amount and intended use of funds requested. This includes but is not limited to a line-item estimate of all expenses associated with TDP and associated services. Documentation for expenses must be provided. Examples include quotes for TDP material costs or associated services.

Research of New and/or Innovative Uses for Scrap Tires

1. The application must feature a complete project narrative that addresses the following:
 - a. Description of the overall research project, including the need and purpose.
 - b. Description of the objective(s) of the research project.
 - c. Description of the methodology of the research project.
 - d. Description of the evaluation process that will be used to evaluate the project's impact on recycling and material recovery for scrap tires.
 - e. Description of how the results of the research project will be shared with the scrap tire industry and other decision makers.
 - f. Description of how the research project will benefit markets for scrap tires and the usage of TDP.
 - g. Description of how the research project is innovative.
2. The application must include a timeline with clearly identifiable steps for project implementation that are likely to result in the achievement of identified objectives.
3. The application must include a budget detailing the amount and intended use of funds requested. This includes but is not limited to a line-item of all expenses associated with the research project. Documentation for expenses must be provided. An example includes salary information for staff.

Supporting Materials

Applicants should include quotes and/or other cost estimate documentation to support each line-item request in the budget. If utilizing a Georgia business for any products or services, documentation should also be submitted that clearly indicates the business name and address to receive bonus points.

Applicants are also required to complete and submit a W9 form (example below). The W9 form lists your organization's federal employer identification number, which is required as part of EPD's vendor management process to issue reimbursement. Please note that the address listed on this form must be

a physical address and cannot be a PO Box. However, if a PO box address is used for payment remittances, contact SWTF Grant Program staff to complete a supplier change request form to supplement the W9.

Form W-9
Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank.

2 Business name (disregarded entity name, if different from above)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3).

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA codes entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part I, later.

Sign Here Signature of U.S. person Date

Applicants may download the W9 from EPD’s website at:

<https://epd.georgia.gov/document/document/form-w-9pdf/download>

Applicants are also required to complete and submit a state contractor affidavit form (example below). This form must be dated within the last 12 months.

The contractor affidavit is required per O.C.G.A. § 13-10-91. On this form, “contractor” refers to the applicant. Do not list any proposed vendors as the “contractor”. The Georgia Department of Natural Resources should be listed as the “name of public employer”.

The “Federal Work Authorization User Identification Number” is your organization’s E-Verify number, and the “Date of Authorization” is when your organization received the E-Verify number. Do not list the current date on the “Date of Authorization” line. For “Name of Project”, you may list FY26 RWD Grant.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number _____ Date of Authorization _____

Name of Contractor _____ Name of Project _____
 Georgia Department of Natural Resources _____

Name of Public Employer _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, in _____ (city), _____ (state).

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Officer or Agent _____

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

NOTARY PUBLIC
 My Commission Expires: _____

Applicants may download the contractor affidavit from EPD’s website at:
<https://epd.georgia.gov/document/document/contractor-affidavitpdf/download>

Application Assistance

Applicants may reach out to SWTF Grant Program staff if they need assistance or would like to discuss their projects. To reach out to SWTF Grant Program staff or ask questions, applicants should email swtf.grant@dnr.ga.gov.

Scoring

Applications will be scored based on how successfully the application demonstrates the following:

Tire-Derived Products:

Category Weight	Evaluation Criteria for Tire-Derived Products	Score 0 = incomplete 1 = Poor 2 = Good 3 = Excellent	Weighted Score
3.00	Does the application provide a clear description of the overall project, including location?	0	0
3.00	Does the application demonstrate the need and purpose for the project?	0	0
2.00	Does the application demonstrate how the project benefits the community?	0	0
2.00	Does the application describe the TDP(s) that will be utilized in the project, and was manufacturer documentation provided?	0	0
1.00	Does the application describe the total project cost utilizing conventional or virgin materials vs. the total project cost utilizing TDP(s)?	0	0
1.00	Does the application include a description of the number of lbs. of TDP(s) used in the project?	0	0
1.00	Does the application describe how the TDP(s) will be incorporated into the project?	0	0
1.00	Does the application describe where the TDP(s) and/or related service(s) are sourced?	0	0
3.00	Does the application describe how information about the project will be shared with the community?	0	0
1.00	Does the application provide a timeline?	0	0
3.00	Does the application provide a clear and coherent budget?	0	0
4.00	Does the application demonstrate the percentage by cost of the project that utilizes TDP and associated services in relation to the total project cost? 1 point If yes, what is the percentage by cost of the project that utilizes TDP and associated services in relation to the total project cost? <50% = 1 point; 51%-100% = 2 points	0	0
Total			0

Research of New and/or Innovative Uses for Scrap Tires:

Category Weight	Evaluation Criteria for Research of New and/or Innovative Uses for Scrap Tires	Score 0 = incomplete 1 = Poor 2 = Good 3 = Excellent	Weighted Score
3.00	Does the application provide a clear description of the overall research project, including the need and purpose?	0	0
2.00	Does the application describe the objective(s) of the research project?	0	0
3.00	Does the application describe the methodology?	0	0
4.00	Does the application describe how the project's impact on recycling and material recovery for scrap tires will be evaluated?	0	0
3.00	Does the application demonstrate how the results of the research project will be shared with the scrap tire industry and other decision makers?	0	0
2.00	Does the application demonstrate how the research project will benefit markets for scrap tires and the usage of TDP?	0	0
4.00	Does the application demonstrate how the research project is innovative?	0	0
1.00	Does the application provide a robust timeline with clearly identifiable steps for project implementation?	0	0
3.00	Does the application provide a clear and coherent budget?	0	0
Total			0

Applications for both project types may be assigned bonus points for:

- a. Projects that use Georgia-based suppliers for products and services (5 points).
- b. Project proposals jointly submitted by two or more eligible applicants (5 points).

Tire Grant Award Procedures

Grant applications will be scored according to the criteria described in the Evaluation Criteria section. If a grant application is approved for award, EPD will notify the applicant and provide an agreement for signature.

The applicant must then return the signed agreement within 30 days of receiving the agreement through the portal.

Any electronic signatures constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 et seq.

Upon receiving the signed agreement, EPD will route the agreement for signature to the EPD Director. EPD will then send the fully executed agreement to the awardee. Awardees may begin work *upon receipt of the fully executed agreement and must commence work within 30 days.*

Purchases or work related to the project as described in the application performed prior to the execution of the agreement will not be eligible for reimbursement.

Reporting Requirements

Quarterly Reports: Awardees are required to submit Quarterly Reports throughout the duration of the project to document implementation progress. Reports are to be submitted via the grant portal by the end of each quarter of the calendar year (Q1: March 31, Q2: June 31, Q3: September 31, Q4: December 31).

Reimbursement Requests: Awardees must submit a Reimbursement Request Form to EPD along with invoices and proof of payment for grant expenditures. Reimbursement Requests may be submitted as needed, but no more than once every 30 days. Reimbursement Request forms can be found on the grant portal, and invoices and proofs of payment are uploaded as supporting documents.

Note: An invoice and proof of payment must be submitted for each line item listed in the reimbursement request form. A single invoice or proof of payment may cover multiple line items, but each line in the reimbursement request must clearly correlate to an invoice and proof of payment. Reimbursement Requests must also provide documentation of the use of tire-derived products.

Final Report: A final report must be submitted at the end of the project that includes:

- A summary of the project
- Total tonnage of TDPs used (or other metrics quantifying the project's success, for research projects)
- Project photos

Training will be provided to awardees on the quarterly and final reports, and reimbursement requests upon award.



CITY COUNCIL AGENDA ITEM

SUBJECT: Committee Assignments Plus URA Assignments and Recommendations

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
- NEW BUSINESS **OTHER, PLEASE STATE: Appointments and recommendations**

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
- OTHER, PLEASE STATE: Assignments**

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: Monday, January 12, 2026

Current Council Meeting: Wednesday, January 28, 2026

SUBMITTED BY: George Turner, Councilmember District 4

PRESENTER: Tara Graves, Mayor Pro Tem

PURPOSE: Update assignments

FACTS: Charter, Resolution and Ordinance requirements

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

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

ATTACHMENTS:

- (1) Attachment 1 - Finance Committee Chairperson appointment 2026_____
- (2) Attachment 2 - TIPS Committee Chairperson appointment 2026_____
- (3) Attachment 3 - URA Mayor’s recommendation for Chairp 2026_____
- (4) Attachment 4 - URA District 5 representative for 3 years Dec 2028_____
- (5) Attachment 5 - URA Mayor’s office rep. for 3 years Dec 2028_____

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

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RESOLUTION NO. 2024-01-04

7 A RESOLUTION ESTABLISHING THE TRANSPORTATION, INFRASTRUCTURE,
8 PARKS, SPLOST COMMITTEE (“T.I.P.S. COMMITTEE”) OF THE CITY OF
9 STONECREST, GEORGIA; APPOINTING THE INITIAL MEMBERS; TO
10 REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR
11 SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER LAWFUL
12 PURPOSES.

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

15 WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances
16 and resolutions relating to its property, affairs, and local government; and

17 WHEREAS, the Mayor and City Council have been authorized by the Charter of the City
18 of Stonecrest (“City Charter”), as amended by Senate Bill 21, adopted April 1, 2021, by ordinance
19 or resolution, to establish oversight, policy, and standing committees of the council; and

20 WHEREAS, the City Charter grants the City the power to exercise and enjoy all other
21 powers, functions and rights necessary or desirable to promote the general welfare of the City and
22 its inhabitants; and

23 WHEREAS, the governing authority of the City has determined that it is in the best interest
24 of the City and its citizens to establish a standing committee known as the Transportation,
25 Infrastructure, Parks, SPLOST Committee (“T.I.P.S. Committee”) of the City of Stonecrest,
26 Georgia; and

27 WHEREAS, it is the governing authority’s desire that the T.I.P.S. Committee provide a
28 forum dedicated to overseeing and managing various aspects related to the key areas of

29 Transportation, Infrastructure, Parks, SPLOST for the City and discussing best practices and
30 strategies in these areas for the Stonecrest and community.

31
32 **NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE MAYOR**
33 **AND COUNCIL OF THE CITY OF STONECREST, GEORGIA, as follows:**

34 **SECTION I**

35 **ESTABLISHMENT OF THE TRANSPORTATION INFRASTRUCTURE PARKS**
36 **AND SPLOST (“T.I.P.S. Committee”) AND AUTHORIZATION**

37 In response to the City of Stonecrest’s overall values and changing needs related to the
38 City’s population, the Mayor and Council hereby establish the Transportation, Infrastructure,
39 Parks, SPLOST Committee (“T.I.P.S. Committee”) to advise and engage with the City Council for
40 such duration as Mayor and Council may desire. Creating this Committee is an opportunity for the
41 City to shape substantive policy in the areas of Transportation, Infrastructure, Parks and SPLOST
42 in order to move projects forward, understand comprehensive readiness and to transform our City
43 into one defined by the collective pursuit of a high quality of life for all residents.

44 **SECTION II**

45 **MISSION AND DUTIES**

46 The mission of the T.I.P.S. Committee is to address policy and proposals in the areas of
47 transportation, infrastructure, parks and SPLOST through recommendations of legislative actions
48 to the City Council. This can also be accomplished through the review of public comments from
49 the citizens of the City of Stonecrest. The T.I.P.S. Committee shall address:

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

52 City Council on comprehensive activity and areas of immediate concern in key
53 areas as provided below.

54 (a) Transportation: The planning, development, and maintenance of the local
55 transportation system by assessing and addressing traffic congestion, road maintenance
56 and the overall improvement of transportation infrastructure.

57 (b) Infrastructure: The planning, construction, and maintenance of public infrastructure.
58 This includes essential facilities, public buildings, and other critical components that
59 contribute to the community's functionality and well-being.

60 (c) Parks: The management and maintenance of public parks and recreational areas which
61 includes but not limited to planning and implementing park improvement projects,
62 ensuring accessibility, organizing events, and promoting recreational activities for
63 residents.

64 (d) SPLOST (Special Purpose Local Option Sales Tax): Discuss and review the
65 implementation of projects funded by the local sales tax allocated for specific purposes
66 related to transportation, parks improvement, property acquisition and other project
67 allowed under the law. Play a crucial role in identifying and prioritizing projects funded
68 through SPLOST, as well as overseeing their successful implementation.

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70 2. Ensure the lists of projects are equitable, appropriately prioritized, and
71 equably distributed throughout the City.

72 3. Advocate for improved facilities and resources.

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SECTION VI

QUORUM

A majority of the actual number of T.I.P.S. Committee members establishes a quorum. Any action taken requires a majority of affirmative votes of the quorum present.

SECTION VII

GOVERNANCE

The T.I.P.S. Committee may adopt bylaws for the governance of the Committee. The T.I.P.S. Committee shall set its own meeting schedule and establish the meeting agendas. Meetings shall be governed in accordance with the Open Meetings Act found within the Official Code of Georgia Annotated. The T.I.P.S. Committee shall meet at least eight days before each regularly scheduled work session of the city council, having one meeting in each month of a calendar year.

All meetings shall be open to the public and all records maintained by the T.I.P.S. Committee shall be public records unless expressly exempted by a provision of the Georgia Open Records Act. The T.I.P.S. Committee shall keep minutes of its proceedings, showing the vote of each member upon each question, and shall maintain records of its examinations and other official actions, all of which shall be filed in the office of the City Clerk. Copies of the minutes shall be sent to the Mayor and each member of the City Council. At each meeting, the public shall be granted time for public comment.

The chairperson shall serve for one (1) year or until re-appointed or a successor is appointed. The vice chair shall serve for one (1) year or until re-appointed or a successor is appointed. The Committee shall select one of its members to be the secretary if one is not appointed by staff.

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SECTION VIII

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INITIAL MEMBERS

122 The initial members of the T.I.P.S. Committee shall be as follows:

- 123 1. Councilmember George Turner - Chair
- 124 2. Councilmember Tammy Grimes - Co-Chair
- 125 3. Councilmember Alecia Washington - Co-Chair
- 126 4. Councilmember Tara Graves
- 127 5. Councilmember Terry Fye
- 128 6. Mayor - Ex-Officio
- 129 7. City Manager or her designee - Ex-Officio

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131 The Director of Engineering and the Director of Parks shall serve in support roles for the
132 committee.

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SECTION IX

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ENFORCEMENT AND SEVERABILITY

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

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

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

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

155

156 **SECTION X**

157 **REPEAL OF CONFLICTING RESOLUTIONS**

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

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SECTION XI

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EFFECTIVE DATE OF RESOLUTION

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

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[SIGNATURES ON THE FOLLOWING PAGE]

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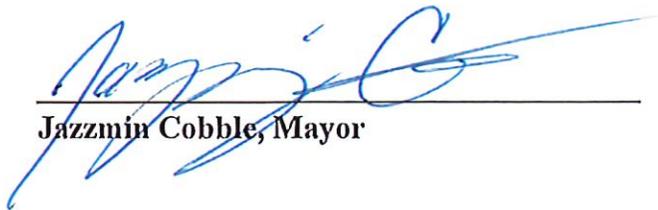
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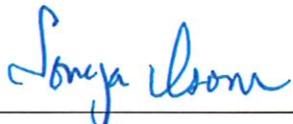
SO RESOLVED, this 22nd day of January, 2024.

CITY OF STONECREST, GEORGIA



Jazzmin Cobble, Mayor

ATTEST:



Sonya Isom, City Clerk



APPROVED AS TO FORM:



City Attorney

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

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RESOLUTION NO. 2024-01-05

7 A RESOLUTION TO ESTABLISH THE FINANCE COMMITTEE OF THE CITY OF
8 STONECREST, GEORGIA; TO APPOINT MEMBERS; TO REPEAL CONFLICTING
9 RESOLUTIONS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE
10 DATE AND FOR OTHER LAWFUL PURPOSES.

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

13 WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances
14 and resolutions relating to its property, affairs, and local government; and

15 WHEREAS, the Mayor and City Council have been authorized by the Charter of the City
16 of Stonecrest (“City Charter”), as amended by Senate Bill 21, adopted April 1, 2021, by ordinance
17 or resolution, to establish oversight, policy, and standing committees of the council; and

18 WHEREAS, the City Charter grants the City the power to exercise and enjoy all other
19 powers, functions and rights necessary or desirable to promote the general welfare of the City and
20 its inhabitants; and

21 WHEREAS, the governing authority of the City has determined that it is in the best interest
22 of the City and its citizens to establish a standing committee known as the Finance Committee of
23 the City of Stonecrest, Georgia; and

24 WHEREAS, it is the governing authority’s desire that the Finance Committee provide a
25 forum dedicated to overseeing and managing various aspects related to the key area of finance and
26 discussing best practices and strategies in these areas for the Stonecrest and community.

27 NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE MAYOR

28 AND COUNCIL OF THE CITY OF STONECREST, GEORGIA, as follows:

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30

SECTION I

31

ESTABLISHMENT OF THE FINANCE COMMITTEE AND AUTHORIZATION

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35

36

In response to the City of Stonecrest's overall values and changing needs related to the City's population, the Mayor and Council hereby establish the Finance Committee to advise and engage with the City Council for such duration as Mayor and Council may desire. Creating this Committee is an opportunity for the City to oversee and manage financial matters to ensure fiscal responsibility, transparency, and compliance within the City of Stonecrest.

37

38

finance-focused committee plays a pivotal role in guiding an organization's financial health and ensuring that financial practices align with strategic goals and legal requirements.

39

SECTION II

40

MISSION AND DUTIES

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43

The mission of the Finance Committee is to address policy and proposals in the areas of finance through recommendations of legislative actions to the City Council. This can also be accomplished through the review of public comments from the citizens of the City of Stonecrest.

44

The Finance Committee shall address:

45

46

47

1. To provide as necessary and appropriate advice, reviews, reports and recommendations to the City Manager, Mayor, Mayor Pro Tempore and City Council on the City's fiscal activity as provided below.

48

(a) Budgeting and Financial Planning: The committee is responsible for,

49

reviewing, and approving the City's annual budget. This involves analyzing the

50 City's finances while forecasting future income and expenses, and making
51 recommendations for budget adjustments as needed.

52
53 (b) Financial Reporting and Auditing: Ensuring accurate and transparent financial
54 reporting. Review financial statements, coordinate external audits, and address
55 any issues or discrepancies identified during the auditing process.

56
57 (c) Investment Oversight: The committee may be involved in decisions related to
58 investments which may include reviewing investment policies, assessing risk
59 tolerance, monitoring the performance of investment portfolios and managing
60 the City's debt.

61
62 (d) Policy Development and Compliance: Developing financial policies and
63 ensuring that the City complies with relevant financial regulations and
64 standards including internal controls, ethical financial practices, and adherence
65 to legal requirements.

66
67 (e) Risk Management: Identifying and managing financial risks by assessing
68 potential financial risks, develop risk mitigation strategies, and monitoring the
69 implementation of risk management practices.

70
71 (f) Capital Planning: Evaluate proposals, determining funding sources, and
72 overseeing the financial aspects of capital expenditures.

73

74

75

76 (g) Financial Decision-Making: Consult on major financial decisions, such as
77 borrowing, issuing bonds, or entering into financial agreements. Provide
78 financial expertise and ensure that decisions align with the City's financial
79 goals.

80

81 (h) Communication with Stakeholders: Transparent communication with
82 stakeholders is crucial. The committee may be involved in communicating
83 financial performance, challenges, and strategies to internal and external
84 stakeholders.

85

86 2. Ensure the lists of projects are equitable, appropriately prioritized, and
87 equably distributed throughout the City.

88

3. Advocate for improved facilities and resources.

89

SECTION III

90

MEMBERSHIP

91 The Finance Committee shall be composed of seven (7) members, at least two (2) of

92 which shall be Councilmembers. The Mayor and City Manager shall be ex-officio members.

93 The City Council shall establish qualifications for members of the Finance Committee. Each

94 Committee person shall be nominated and approved by the City Council. The Chair and vice

95 chair shall be councilmembers appointed by the mayor and approved by council. Members must
96 attend two thirds (2/3) of the Finance Committee meetings in a calendar year. Failure to do so
97 warrants removal from the Committee.

98

99

SECTION IV

100

TERMS

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

106

SECTION V

107

COMPENSATION

108 Finance Committee members will serve without compensation. Reasonable expenses
109 for travel and Committee related expenses may be reimbursed pursuant to a policy to be
110 established by the City Manager and approved by the City Council.

111

SECTION VI

112

QUORUM

113 A majority of the actual number of Finance Committee members establishes a quorum.
114 Any action taken requires a majority of affirmative votes of the quorum present.

115 SECTION VII

116 GOVERNANCE

117 The Finance Committee may adopt bylaws for the governance of the Committee. The
118 Finance Committee shall set its own meeting schedule and establish the meeting agendas.
119 Meetings shall be governed in accordance with the Open Meetings Act found within the Official
120 Code of Georgia Annotated. The Finance Committee shall meet at least eight days before each
121
122 regularly scheduled work session of the city council, having one meeting in each one meeting
123 in each month of a calendar year.

124 All meetings shall be open to the public and all records maintained by the Finance
125 Committee shall be public records unless expressly exempted by a provision of the Georgia
126 Open Records Act. The Finance Committee shall keep minutes of its proceedings, showing the
127 vote of each member upon each question, and shall maintain records of its examinations and
128 other official actions, all of which shall be filed in the office of the City Clerk. Copies of the
129 minutes shall be sent to the Mayor and each member of the City Council. At each meeting, the
130 public shall be granted time for public comment.

131 The chairperson shall serve for one (1) year or until re-appointed or a successor is
132 appointed. The vice chair shall serve for one (1) year or until re-appointed or a successor is
133 appointed. The Committee shall select one of its members to be the secretary if one is not
134 appointed by staff.

135 SECTION VIII

136 INITIAL MEMBERS

137 The initial members of the Finance Committee shall be as follows:

- 138 1. Councilmember George Turner - Chair
- 139 2. Councilmember Tara Graves – Co-Chair
- 140 3. Councilmember Tammy Grimes
- 141 4. Councilmember Alecia Washington
- 142 5. Councilmember Terry Fye
- 143 6. Mayor - Ex-Officio
- 144 7. City Manager or her designee - Ex-Officio

145
146 The Director of Finance shall serve in a support role for the committee.

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148

149

SECTION IX

150

ENFORCEMENT AND SEVERABILITY

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

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

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

162 (c) In the event that any phrase, clause, sentence, paragraph or section of this
 163 Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
 164 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the

165 express intent of the Mayor and Council that such invalidity, unconstitutionality or
166 unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional
167 or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or
168 sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases,
169 clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional,
170 enforceable, and of full force and effect.

171 **SECTION X**

172 REPEAL OF CONFLICTING RESOLUTIONS

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

174 **SECTION XI**

175 EFFECTIVE DATE OF RESOLUTION

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

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SO RESOLVED, this 22nd day of January, 2024.

CITY OF STONECREST, GEORGIA



Jazzmin Cobble, Mayor

ATTEST:



Sonya Isom, City Clerk



APPROVED AS TO FORM:



City Attorney

AN ACTIVATING RESOLUTION TO AUTHORIZE THE URBAN REDEVELOPMENT AGENCY OF THE CITY OF STONECREST TO TRANSACT BUSINESS AND EXERCISE POWERS UNDER THE PROVISIONS OF THE URBAN REDEVELOPMENT LAW; TO DETERMINE THE NUMBER AND TERMS OF OFFICE OF THE BOARD OF COMMISSIONERS OF THE URBAN REDEVELOPMENT AGENCY; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, it has been determined by the City Council of the City of Stonecrest (the “City”) that one or more pockets of blight exist in the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City; and

WHEREAS, Chapter 61 of Title 36 of the Official Code of Georgia Annotated, known as the “Urban Redevelopment Law” (the “Urban Redevelopment Law”), creates in each municipality in the State of Georgia a public body corporate and politic to be known as the “urban redevelopment agency” of the municipality, for the purpose of exercising the “urban redevelopment project powers” defined in Section 36-61-17(b) of the Official Code of Georgia Annotated; and

WHEREAS, it has been determined by the City Council of the City that it is in the public interest for the Urban Redevelopment Agency of the City of Stonecrest to exercise the “urban redevelopment project powers” of the City; and

WHEREAS, the City Council of the City, after thorough investigation, has determined that it is desirable and necessary that the Urban Redevelopment Agency of the City of Stonecrest be activated immediately, pursuant to the Urban Redevelopment Law, in order to fulfill the needs expressed herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City that there is hereby found, determined, and declared that one or more pockets of blight exist in the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.

BE IT FURTHER RESOLVED that the City Council of the City hereby determines that it is in the public interest for the City’s urban redevelopment agency created by the Urban Redevelopment Law to exercise the City’s “urban redevelopment project powers” and hereby elects to have the City’s urban redevelopment agency created by the Urban Redevelopment Law exercise the City’s “urban redevelopment project powers.”

BE IT FURTHER RESOLVED that there is hereby activated in the City the public body corporate and politic known as the “Urban Redevelopment Agency of the City of

Stonecrest," which was created upon the enactment and approval of the Urban Redevelopment Law.

BE IT FURTHER RESOLVED that the Board of Commissioners of the Urban Redevelopment Agency shall consist of 0 members who shall serve for terms of office of four years, except for the initial commissioners, who shall serve for the terms of office specified below.

BE IT FURTHER RESOLVED that the Mayor, by and with the advice and consent of the City Council, hereby appoints as members of the initial Board of Commissioners of the Urban Redevelopment Agency the following named persons for terms of office expiring as indicated below.

<u>Name</u>	<u>Date of Expiration of Initial Term of Office</u>
Jason Lary, Mayor - Chair	12/31/2020
Jimmy Clanton, Post 1 - Vice Chair	12/31/2020
Rob Turner, Post 2 -	12/31/2020
Jazzmin Cobble, Post 3	12/31/2020
George Turner, Post 4 - Secretary	12/31/2020
Tammy Grimes, Post 5	12/31/2020

BE IT FURTHER RESOLVED that the Board of Commissioners hereinbefore appointed shall organize itself, carry out its duties and responsibilities, and exercise its powers and prerogatives in accordance with the terms and provisions of the Urban Redevelopment Law as it now exists and as it might hereafter be amended or modified.

BE IT FURTHER RESOLVED that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

BE IT FURTHER RESOLVED that this resolution shall be effective immediately upon its adoption by the City Council of the City, and from and after such adoption the Urban Redevelopment Agency of the City shall be deemed to be activated.

PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE this 9th day of December 2019.

CITY OF STONECREST

By: 

Mayor

(SEAL)

Attest:

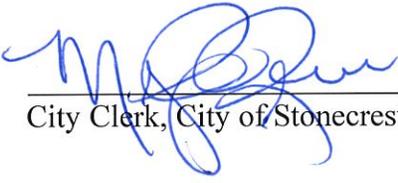

City Clerk

CITY CLERK'S CERTIFICATE

I, **MEGAN REID**, the duly appointed, qualified, and acting City Clerk of the City of Stonecrest (the "City"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on December 9, 2019 by the City Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of 6 Yea and 0 Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

GIVEN under my hand and the seal of the City, this 9th day of December 2019.





City Clerk, City of Stonecrest

BYLAWS OF THE URBAN REDEVELOPMENT AGENCY OF THE CITY OF STONECREST

ARTICLE I – NAME

The name of the Agency shall be the Urban Redevelopment Agency of the City of Stonecrest, (the “Agency”).

ARTICLE II – PURPOSE AND ORGANIZATION

SECTION 1. Purpose. On December 09, 2019, the Mayor and Council of the City of Stonecrest, Georgia (the “City”) adopted an Activating Resolution which, among other things, activated the Agency and authorized the Agency to exercise the City’s “urban redevelopment project powers” as defined under and provided in the Georgia Urban Redevelopment Law, O.C.G.A. § 36-61-1 et seq. (the “Urban Redevelopment Law”). The powers and purposes set forth in the Urban Redevelopment Law are expressly incorporated herein by this reference, subject to any current or future limitations or restrictions contained in the Urban Redevelopment Law, the Activating Resolution, or any amendments, modifications or changes to the foregoing. The Agency shall also have such additional purposes and powers as provided pursuant to subsequent amendments to the Urban Redevelopment Law or any other law applicable thereto subject only to any limitations which may be imposed by resolution of the City of Stonecrest Mayor and Council.

SECTION 2. Membership. The Board of the Agency (henceforth referred to as “Board”) shall consist of six (6) voting members, including the Chairperson to be selected annually by the Mayor with the advice and consent of the Board. The Board Members shall be residents of the City of Stonecrest, Georgia. Initial terms of the Board Members shall be staggered as follows: Two (2) Board Members shall serve a term of one (1) year, two (2) Board Members shall serve a term of two (2) years, and two (2) Board Members shall serve a term of three (3) years.

SECTION 3. Principal Office. The principal office of the Agency shall be located at Stonecrest City Hall (3120 Stonecrest Blvd, Stonecrest, GA 30038). Regular meetings of the Agency shall be held at the principal office, subject to Open Meetings Act requirements. The principal office location may be changed by resolution of the Board.

ARTICLE III – BOARD

SECTION 1. Terms of Members. Persons appointed as members of the Board shall serve for terms of three (3) years. After the initial terms are served as described in Article II, Section 2, thereafter the terms of members of the Board shall be staggered in three (3) year terms as shall be provided in the resolution(s) of the Mayor and Council of the City of Stonecrest, Georgia appointing said members.

SECTION 2. Appointments. Any member of the Board may be appointed to succeed himself or herself. After their appointments, the members of the Board shall enter upon their duties. All appointments will be made by the Mayor and Council of the City of Stonecrest, Georgia.

SECTION 3. Vacancies. A vacancy on the Board shall exist in the event of any member of the Board being convicted of a felony, or entering a plea of nolo contendere thereto; a member being convicted of a crime which involves moral turpitude or who enters a plea of nolo contendere thereto; a member being convicted of any act of malfeasance, misfeasance, or nonfeasance of such person's duties as a member of the Board; or who fails to attend three (3) consecutive regular meetings of the Agency without an excused approval by the Board Chairman. A vacancy on the Board shall also exist in the event of death, resignation, or relocation of a member outside of the City of Stonecrest, Georgia. A vacancy shall be filled for the remainder of the Term by appointment of the Mayor and Council of the City.

SECTION 4. Removal. Any member who conducts themselves in such a fashion as to jeopardize the good public standing of the Board is subject to censure, as well as removal. Removal shall be pursuant to proper notice and an opportunity to be heard; such member shall be entitled to a written notice specifying the ground or grounds for removal and to a public hearing which shall be held not less than five days after the service of such written notice. A member may be removed from office for cause by a majority vote of the Board at a public hearing. Sufficient cause for removal includes, but is not limited to: 1. neglect of duty, 2. failure to attend three (3) consecutive regular meetings of the Agency without an excused approval by the Board Chairman, 3. being convicted of a felony or entering a plea of nolo contendere for such charge; 4. being convicted by a court of law of any act of malfeasance, misfeasance, or nonfeasance of such person's duties as member of the Board; 5. A misdemeanor wherein the conduct is unbecoming to a member or which constitutes a breach of public trust, for example, a member who is a holder or receiver of public money of this state or municipality thereof must not have refused or failed when called upon after reasonable opportunity to account for and pay over the same to the proper officer; or 6. Not adhering to the code of ethics as stated in Sections 45-10-3 and 36-61-19 of the Official Code of Georgia Annotated, more specifically described below.

“Notwithstanding any provisions of law to the contrary, each member of all boards, commissions, and authorities created by general statute shall:

- (1) Uphold the Constitution, laws, and regulations of the United States, the State of Georgia, and all governments therein and never be a party to their evasion;
- (2) Never discriminate by the dispensing of special favors or privileges to anyone, whether or not for remuneration;
- (3) Not engage in any business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties;
- (4) Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit;
- (5) Expose corruption wherever discovered;
- (6) Never solicit, accept, or agree to accept gifts, loans, gratuities, discounts, favors, hospitality, or services from any person, association, or corporation under circumstances

from which it could reasonably be inferred that a major purpose of the donor is to influence the performance of the member's official duties;

(7) Never accept any economic opportunity under circumstances where he knows or should know that there is a substantial possibility that the opportunity is being afforded him with intent to influence his conduct in the performance of his official duties;

(8) Never engage in other conduct which is unbecoming to a member or which constitutes a breach of public trust; and

(9) Never take any official action with regard to any matter under circumstances in which he knows or should know that he has a direct or indirect monetary interest in the subject matter of such matter or in the outcome of such official action.”

“No Member shall voluntarily acquire any interest, direct or indirect, in any urban redevelopment project of such municipality or county or in any property included or planned to be included in any such urban redevelopment project or in any contract or proposed contract in connection with such urban redevelopment project. Where such acquisition is not voluntary, the interest acquired shall be immediately disclosed in writing to the local governing body and such disclosure shall be entered upon the minutes of the governing body. If any such official, commissioner, or employee presently owns or controls, or owned or controlled within the preceding two years, any interest, direct or indirect, in any property which he knows is included or planned to be included in an urban redevelopment project, he shall immediately disclose this in writing to the local governing body, and such disclosure shall be entered upon the minutes of the governing body; any such official, commissioner, or employee shall not participate in any action by the municipality or county or a board or commission thereof, the housing authority, or the urban redevelopment agency affecting such property. Any disclosure required to be made by this Code section to the local governing body shall concurrently be made to the urban redevelopment agency which has been vested with urban redevelopment project powers by the municipality or county pursuant to Code Section 36-61-17.”

SECTION 5. Subcommittees. Standing or special subcommittees of the Board may be created as deemed appropriate by the chairperson or a majority of the members of the Board. The Agency may appoint members of the subcommittees such as individuals from the community as the Agency deems appropriate. The subcommittee shall serve in an advisory capacity to the Agency. The chairperson of the Agency shall choose from among the members of each subcommittee a person to serve as chairperson of that subcommittee. The chairperson of each subcommittee shall serve a term assigned by a majority of the Board, and be eligible for reappointment. Each subcommittee shall make reports of its activities to the Agency as the chairperson or the Board requests.

SECTION 6. Meetings. The Agency shall at least hold a regular annual meeting of the Board at such time, place and date as may be determined by the members of the Agency. Special

meetings may be called by the chairperson, two (2) of the members of the Board or general consent of the majority. Virtual meetings are authorized in place of in-person meetings as authorized by the Open Meetings Act.

SECTION 7. Notice of Meetings. Notice of regular meetings, including the time and place therefore, shall be provided to the members at least two business days ahead of the scheduled meeting. Notice of special meetings must be provided no less than twenty-four (24) hours before the start of the meeting. Public notice of all meetings must be made in accordance with the appropriate provisions of the Georgia Open Meetings Act.

SECTION 8. Quorum. No vacancy on the Board shall impair the right of the quorum to exercise all of the rights and perform all of the duties of the Agency.

SECTION 9. Parliamentary Procedure. In the event that the bylaws or rules of the Agency do not address a particular situation occurring during a meeting of the Agency, or in the event of a dispute concerning parliamentary procedures governing the conduct of a meeting of the Agency, the provisions of *Georgia Municipal Association’s Parliamentary Procedure Guide For City Officials* shall govern.

SECTION 10. Annual Activities. The Board will perform the following functions annually:

- a. Adopt a Fiscal Year budget;
- b. Cause an annual report of the Agency’s activities in the prior Fiscal Year to be provided to the Mayor and Council in accordance with state law (particularly O.C.G.A. § 36-61-18(e) thereof) and provide the requisite public notice of the filing and availability for inspection of same; and
- c. Approve an independent, certified public audit of the Agency’s financial records which must be completed in accordance with state law. This may be completed in accordance with the City’s annual audit.

SECTION 11. Fiscal Year. The Agency’s Fiscal Year shall correspond to the City’s Fiscal Year, beginning January 01 and ending December 31 of each year.

SECTION 12. Seal. The Board shall be permitted to provide an Agency seal which, if approved, shall be in the form of a circle and shall have inscribed thereon the name of the Agency and other appropriate wording. A seal with the generic “corporate seal” inscription may be used as an alternative or temporary device.

ARTICLE IV – OFFICERS

SECTION 1. Terms. All officers will serve one-year terms, with no limits on the number of terms they may serve.

SECTION 2. Duties of Chairperson. The chairperson shall be responsible for directing all Board affairs and shall preside at all meetings of the Board. He or she may sign any documents which have been authorized by the Board or are required by law to be signed or executed. In general, he or she shall perform all duties incident to the office of chairperson and such other duties as may be prescribed by the Board from time to time.

SECTION 3. Duties of Vice Chairperson. In the absence of the chairperson, or in the event of his or her inability or refusal to act, as determined by a majority of the members present at a meeting at which a quorum is present, the vice chairperson shall perform the duties of the chairperson and when so acting, shall have all the powers of and be subject to all the restrictions upon the chairperson. The vice chairperson shall perform such other duties as from time to time may be assigned to him or her by the chairperson or by the members of the Agency. The execution of any instrument of the Agency by the vice chairperson shall be conclusive evidence, as to third parties, of his or her authority to act in the stead of the chairperson.

SECTION 4. Delegation of Duties. The Agency may engage City staff members to perform all or portions of the duties of secretary and/or treasurer. The secretary shall affix the Agency seal to any lawfully executed documents requiring it and shall attest to the signature of the chairperson and/or the vice chairperson of the Agency who are authorized to execute documents of the Agency. The treasurer shall supervise the custodian of all of the funds of the Agency and shall supervise the collection of monies due to the Agency, the expenditures of the Agency funds, and the preparation and maintenance of appropriate books of account. The treasurer shall make available all financial information of the Agency to the Mayor and Council of Stonecrest, Georgia. In general, the secretary and/or treasurer shall perform all duties usually incident to the office of secretary and treasurer and such other duties as may be prescribed by the members of the Agency from time to time.

SECTION 5. Legal Counsel and Advisors. The Board may appoint legal counsel, employees and or advisors and assign duties. Board appointees shall serve at the Board’s pleasure.

ARTICLE V – EVIDENCE OF INDEBTEDNESS

Evidences of indebtedness (including without limitation bonds) of the Agency shall be in a form determined by the Board in accordance with state law. Any coupons attached to bonds shall bear the facsimile signatures of the chairperson, or the vice chairperson in the absence of the chairperson. Evidences of indebtedness (other than bonds) shall be signed in the name of the Agency by the chairperson or the vice chairperson (whether or not the chairperson is available to execute the same); and, the official seal of the Agency shall be affixed thereto and attested to by the City staff person acting as secretary of the Agency, or by any other officer authorized by resolution of the Board. All evidences of indebtedness shall be consecutively numbered or otherwise identified. All evidences of indebtedness surrendered to the Agency for transfer shall be canceled and no new evidences of indebtedness representing the same shall be issued until the surrendered evidences of indebtedness shall have been canceled, except as provided by resolution of the Board.

ARTICLE VI - WAIVER OF NOTICE

To the extent legally permissible, whenever any notice is required to be given under the provisions of these bylaws, or under the provisions of any other laws of the State of Georgia, waiver thereof in writing, signed by the person, or persons, entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. This does not modify the provisions for notice.

ARTICLE VII – RESOLUTIONS

SECTION 1. Severability. Unless otherwise expressly provided, if any one or more of the provisions of any resolution of the Agency should be determined by a court of competent jurisdiction to be contrary to law, then such provision or provisions shall be deemed and construed to be severable from the remaining provisions therein contained and shall in no way affect the validity of the provisions of such resolution.

SECTION 2. Headings. Any heading preceding texts of the several articles and sections of any resolution of the Agency and any table of contents or marginal notes appended thereto, shall be solely for convenience of reference and shall not constitute a part of such resolution, nor shall they affect its meaning, construction, or effect unless otherwise expressly stated in said resolution.

SECTION 3. Effective Date. Unless otherwise expressly provided, each resolution of the Agency shall take effect immediately upon its adoption in the manner provided by law.

SECTION 4. Priority. Unless otherwise expressly provided, each resolution of the Agency shall be deemed to rescind and repeal all prior resolutions, rules or other actions, or parts thereof, of the Agency in conflict with such subsequent resolutions insofar (and only insofar) as such conflict exists. This provision shall not apply to conflicts between resolutions and bylaws of the Agency; provided that nothing herein contained shall be construed as impairing previous authorized obligations of the Agency.

SECTION 5. No Recourse Under Resolutions. All covenants, stipulations, promises, agreements and obligations of the Agency contained in any resolution of the Agency shall be deemed covenants, stipulations, promises, agreements and obligations of the Agency as a whole and not of any member, officer, or employee of the Agency in his or her individual capacity. No recourse shall be had for any claim based on any resolution of the Agency against any member, officer or employee of the Agency in his or her individual capacity.

SECTION 6. Agency Complete. The members and officers of the Board, attorneys, agents and employees of the Agency shall be automatically authorized to do all acts and things required of them by any resolution of the Agency for the full, punctual and complete performance of all of the provisions of such resolution.

ARTICLE VIII – CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. Additional Contract Authorizations. Subject to the provisions of state law and these bylaws, the members of the Agency may authorize any officer, officers, agent or agents

of the Agency, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Agency, and such Agency may be general or defined in specific instances.

SECTION 2. Checks, Drafts or Orders. Subject to the expressed requirements of state law, all checks, drafts or orders for payment of money, issued in the name of the Agency shall be signed by such officer, officers, agent or agents of the Agency and in such manner as shall from time to time be determined by resolution of the Board.

ARTICLE IX - ADOPTION OF CONFLICT OF INTEREST AND ETHICS POLICY

The members of the Agency are subject to O.C.G.A. § 36-61-19 as it relates to interests of public officials or employees in redevelopment projects or property. In addition to the foregoing, the members of the Agency may by resolution adopt a conflict of interest and ethics policy that incorporates a Code of Ethics appropriately similar to those maintained by the State of Georgia and/or the City. For purposes of clarification, the members and employees of the Agency shall be required to comply with applicable provision of the laws of the State of Georgia as such relate to conflicts of interest and ethics.

ARTICLE X – GOVERNANCE CHANGES

SECTION 1. Rules, Regulations and Polices. The Board shall have the power and authority to make such rules, regulations and policies consistent with state law as said Board may deem expedient concerning the issue, transfer and registration of evidences of indebtedness of the Agency and further to make such rules, regulations and policies consistent with the purpose of the Agency provided for by state law.

SECTION 2. Establishment of Bylaws. These bylaws are established pursuant to further efficiency and operation of the Agency and shall become effective upon a majority vote of the members of the Board provided, however, that as and to the extent of any inconsistency between the provisions of these bylaws and state law, the provisions of state law shall prevail.

SECTION 3. Amendment of Bylaws. These bylaws may be amended or repealed upon the affirmative vote of the majority of the Board membership, provided such amendment or repeal is not inconsistent with state law applicable to the Agency. Such an amendment or repeal shall be proposed at a prior meeting of the Board and further provided that notice of the meeting, at which the vote is to be taken, shall set forth the proposal to be acted upon.

