



CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – AGENDA 3120 Stonecrest Blvd., Stonecrest, GA 30038 Monday, November 28, 2022 at 6:00 PM

Mayor Jazzmin Cobble

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

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

Council Member Tammy Grimes - District 5

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

- I. CALL TO ORDER:** George Turner, Mayor Pro-Tem
- II. PLEDGE OF ALLEGIANCE**
- III. APPROVAL OF THE AGENDA**
- IV. ROLL CALL:** Sonya Isom, City Clerk
- V. REVIEW AND APPROVAL OF MINUTES**
 - a.** Approval - of October 10, 2022 Special Called Meeting Minutes
 - b.** Approval - of October 19, 2022 Special Called Meeting Minutes
 - c.** Approval - of October 24, 2022 City Council Meeting Minutes

VI. INVOCATION

VII. PUBLIC COMMENTS

The meeting will be conducted 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.

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

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 Hearing. A zoom link for the meeting will be sent to you.

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

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

IX. CONSENT AGENDA

X. APPOINTMENTS

XI. REPORTS & PRESENTATIONS

XII. OLD BUSINESS

a. For Decision - RZ-22-007 3310. 3320, 3330 Turner Hill Rd - Ray White

XIII. NEW BUSINESS

a. For Decision - SDP22-000014 Flat Rock Village Subdivision - Ray White

b. For Decision - SDP22-000015 The Enclave at Arabia Mountain - Ray White

c. For Decision - PPS Contract Renewal - Municipal Court of Stonecrest - Chief Judge Curtis W. Miller

d. For Decision - Renewal of Contract with Judge Sheridan - Chief Judge Curtis Miller

XIV. CITY MANAGER UPDATE

XV. MAYOR AND COUNCIL COMMENTS

XVI. EXECUTIVE SESSION

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

XVII. ADJOURNMENT

Americans with Disabilities Act

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

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



CITY OF STONECREST, GEORGIA

CITY COUNCIL SPECIAL CALLED MEETING – MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, October 10, 2022 at 6:30 PM

Mayor Jazzmin Cobble

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

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

Council Member Tammy Grimes - District 5

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

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

The meeting began at 6:35pm.

II. ROLL CALL: Sonya Isom, City Clerk

All members present.

III. AGENDA ITEMS

a. For Decision - Financial Services Agreement - Gia Scruggs

Gia Scruggs, Finance Director gave an overview and presentation.

Motion - made by Councilmember Rob Turner to approve the Financial Services Agreement. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

b. For Decision - FY21 External Audit Engagement Letter - Gia Scruggs

Gia Scruggs, Finance Director, gave a presentation. She stated that this is the last year under contract with Mauldin and Jenkins and there is an aggressive timeline with a deadline of 12/31/22 to conclude all audit work. Mayor Cobble offered clarification on the extension request and explained that we have exhausted all requests for an extension.

Motion- made by Councilmember Rob Turner to approve the External Audit Engagement Letter. Councilmember Tara Graves seconded.

Motion passed unanimously.

Gia Scruggs stated that it is high priority to secure an auditor for FY2022.

c. For Decision - Purchasing Card Policy Amendment 2nd Read - *Gia Scruggs*

Gia Scruggs, Finance Director, gave a presentation.

City Clerk Sonya Isom read the Ordinance preamble.

Motion - made by Councilmember Tammy Grimes to accept the 2nd read of the Purchasing Policy Amendment. Councilmember Rob Turner seconded.

Motion passed unanimously.

There was clarification on the motion because the word "Card" was left out. Winston Denmark, City Attorney stated that the cleanest way to correct this would be to take the vote again. Councilmember Tammy Grimes restated her motion with the correction.

Motion – made by Councilmember Tammy Grimes to accept the 2nd read of the Purchasing Card Policy Amendment. Councilmember Rob Turner seconded.

Motion passed unanimously.**d. For Decision - Purchasing Policy Amendment 2nd Read - *Gia Scruggs***

Gia Scruggs, Finance Director, gave a presentation.

City Clerk Sonya Isom read the Ordinance preamble.

Motion – made by Councilmember Tara Graves to approve the 2nd read of the Purchasing Policy Amendment. Councilmember Tammy Grimes seconded.

Motion passed unanimously.**e. For Decision - Position Request - Deputy Finance Director - *Gia Scruggs***

Gia Scruggs, Finance Director, gave a presentation.

Mayor Pro Tem George Turner asked if there were other vacant positions within the Finance Department at this time. Gia Scruggs clarified that there are two positions currently vacant. George Turner asked about the urgency of this item as we are currently in the middle of a budget cycle. Gia Scruggs stated that there is a lot of back work that needs to be done to bring the financial operations up to the city standard. She stated that waiting to the beginning of the year, with the projects coming in the next 30/60 days, will put us behind. She confirmed that having someone in this position would lend help to getting those things accomplished without any gaps of service.

Mayor Jazzmin Cobble stated that because of Real Estate matters, waiting to fill this position would cause the city to be behind.

Councilmember Tammy Grimes inquired if the new Deputy Finance Director would be able to alleviate some of the responsibilities of the vacant positions in the department. Gia Scruggs explained that although they may be able to assist, those duties would not be a part of their job responsibilities. She also clarified that the vacant positions within the Finance Department will fund the Deputy Finance Director position.

Councilmember Rob Turner inquired as to when the Finance Director would like to have this position filled. Gia Scruggs explained she would like to get the advertisement out this week, but this process could take a couple of months to fill.

Motion - made by Councilmember Rob Turner to approve the Deputy Finance Director position budget adjustment request. Councilmember Tammy Grimes seconded.

Motion passed unanimously.

- f. For Decision** - Transportation Masterplan Initiative - Bike, Pedestrian, and Path Study - *Gia Scruggs*

Gia Scruggs, Finance Director, gave an introduction on behalf of the Engineering Department. Mayor Cobble confirmed the Masterplan went before the Transportation committee but had not previously come before Council. Gia Scruggs stated the RFP will be funded through the FY22 budget.

Motion - made by Councilmember Rob Turner to approve to Transportation Initiative Master Plan Bike, Pedestrian, and Path Study. Councilmember Tammy Grimes seconded.

Motion passed unanimously.

- g. For Decision** - Invoice Payment Approvals - *Gia Scruggs*

Gia Scruggs, Finance Director, gave a presentation. She stated this invoice covers landscape maintenance, the chief building official, and Clear Track HR call center services.

Motion - made by Councilmember Tara Graves to approve the referenced invoice payments. Councilmember Tammy Grimes seconded.

Motion passed unanimously.

IV. EXECUTIVE SESSION

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

V. ADJOURNMENT

Meeting adjourned at 7:12 pm

Americans with Disabilities Act

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CITY OF STONECREST, GEORGIA

CITY COUNCIL SPECIAL CALLED MEETING –MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Wednesday, October 19, 2022 at 5:00 PM

Mayor Jazzmin Cobble

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

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

Council Member Tammy Grimes - District 5

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

I. CALL TO ORDER: George Turner, Mayor Pro-Tem at 5:06 pm.

II. ROLL CALL: Sonya Isom, City Clerk

All members present.

III. AGENDA ITEMS

IV. EXECUTIVE SESSION

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

a. Personnel, Real Estate and Legal Matters

Motion – made by Councilmember Rob Turner to go into Executive Session for Personnel, Real Estate and Legal matters. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

Motion – made by Councilmember Rob Turner to come out of Executive Session and back into the Special Called Meeting. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

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

Motion passed unanimously.

Motion – made by Councilmember Tammy Grimes to approve the personnel agreement discussed in Executive Session and authorize the Mayor to execute. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

Motion – made by Councilmember Tara Graves to create a position of Deputy Director of Planning and Zoning and amend the FY22 budget to fund this position. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

V. ADJOURNMENT

Motion – made by Councilmember Rob Turner to adjourn the Special Called Meeting at 7:16pm. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

Americans with Disabilities Act

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CITY COUNCIL AGENDA ITEM

SUBJECT: RZ-22-007 3310 Turner Hill Rd

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

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

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): 10/24/22 & Click or tap to enter a date.

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

Current Council Meeting: Monday, November 28, 2022

SUBMITTED BY: Keedra T. Jackson, Deputy Director

PRESENTER: Ray White, Director of Planning & Zoning

PURPOSE: To rezone the subject properties from R-100 (Residential Medium Lot) to C-1 (Local Business) to develop a neighborhood shopping center which will consist of a grocery store, restaurant and retail stores.

FACTS: On October 24th, the City Council voted to defer the hearing for this petition due to the unclarity on the City Council Hearing date.

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

RECOMMENDED ACTION: Denial

ATTACHMENTS:

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



PLANNING COMMISSION

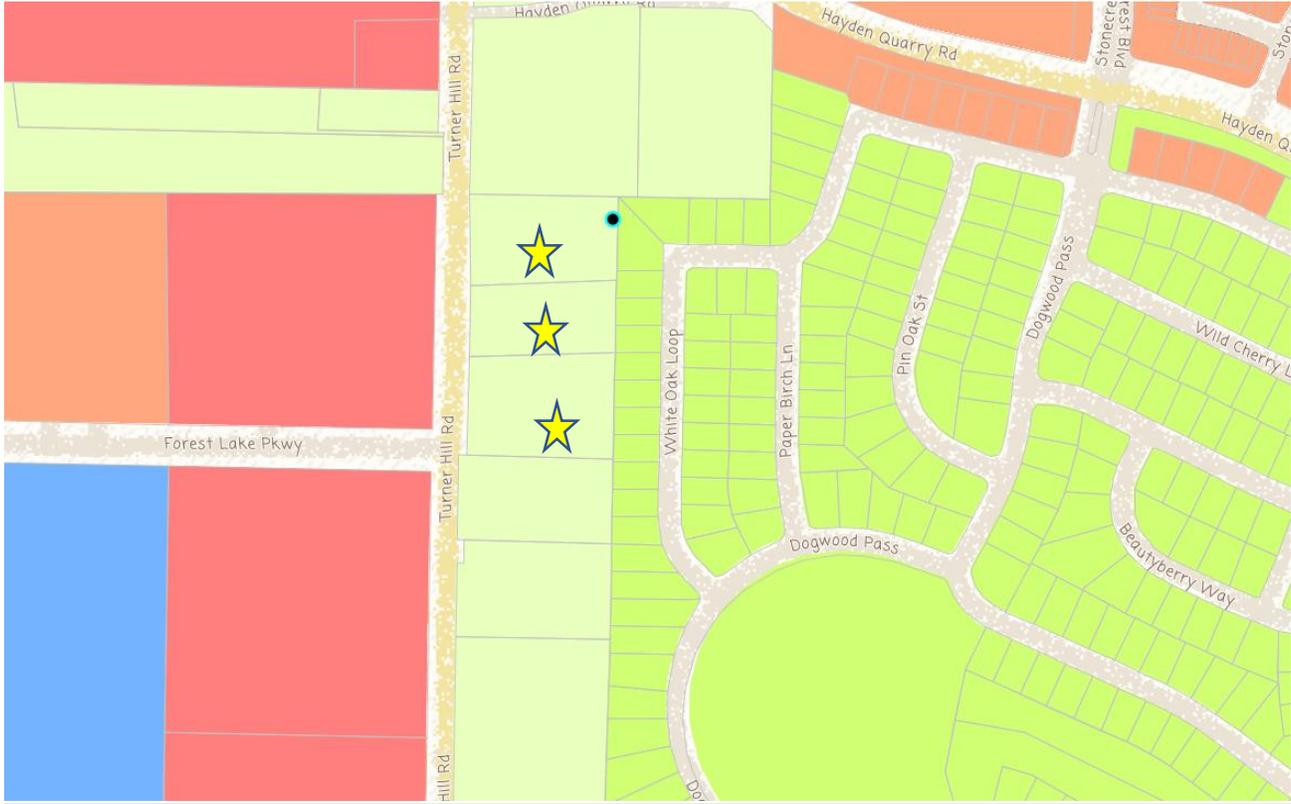
Planning Commission October 4, 2022 / Mayor and City Council Meeting November 28, 2022

GENERAL INFORMATION

Petition Number:	RZ-22-007
Applicant:	AG Investments Holdings, LLC c/o Dennis J. Webb Jr., Smith, Gambrell & Russell, LLP
Owner:	Ivey Family Trust (Justin Ivey)
Project Location:	3310, 3320, and 3330 Turner Hill Road
Parcel:	16-181-07-039, 16-181-07-038, 16-181-07-037
District:	District 1
Acreage:	4.826 +/- acres
Existing Zoning:	R-100 (Residential Medium Lot) Stonecrest Overlay Tier 2
Proposed Zoning:	C-1 (Local Commercial)
Comprehensive Plan Community: Area Designation	UN (Urban Neighborhood)
Proposed Development/Request:	The applicant is requesting to rezone the subject properties from R-100, to C-1 to allow for a development of a neighborhood shopping center.
Staff Recommendations:	<i>Denial</i>
Planning Commission	Denial
City Council	Deferred to November 28 th on October 24, 2022

PLANNING COMMISSION

Zoning Map



Zoning Case: RZ-22-007

Address: 3310, 3320, 3330 Turner Hill Road.

Current Zoning: R-100 (Residential Small Lot)

Proposed Zoning: C-1 (Local Commercial)



Subject Property

PLANNING COMMISSION
Aerial Map



PROJECT OVERVIEW

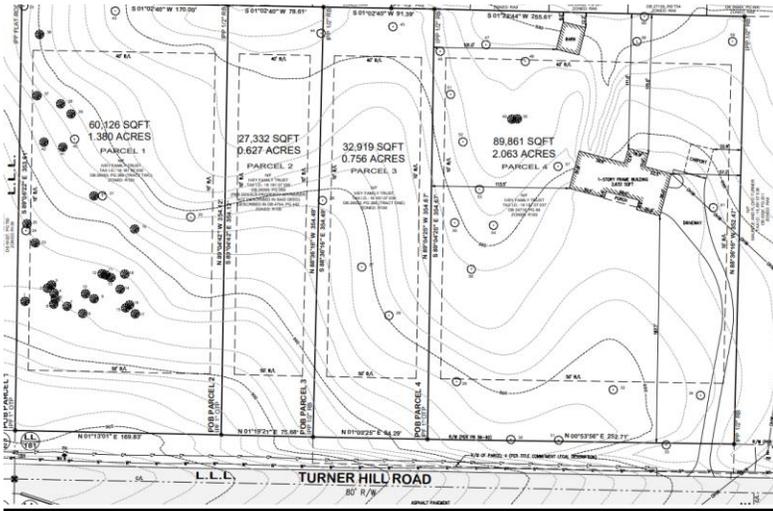


Location

The subject properties are located 3310, 3320, and 3330 Turner Hill Road (Parcel IDs: 16-181-07-039, 16-181-07-038, 16-181-07-037). The Subject Property collectively consists of a ±4.826 acres located in Land Lots 181, 16th District, City of Stonecrest, DeKalb County, Georgia (“Subject Property”).

The property is bounded by Hayden Quarry Road and Forest Lake Parkway.

PLANNING COMMISSION

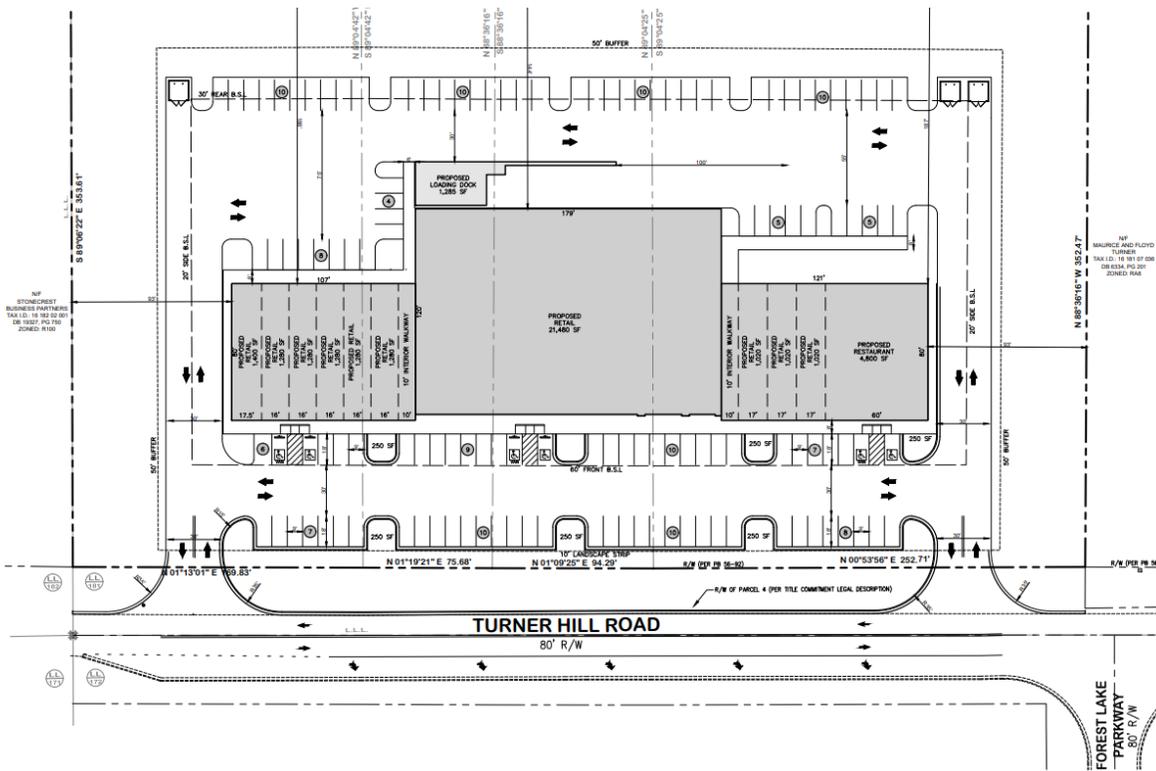


Rezoning Request

Background:

The applicant is seeking to rezone the subject property from R-100 to C-1 to allow for a shopping center that will consist of a grocery store, restaurant and retail stores. The site plan reflects 9 retail stores ranging from 1020 sf to 1400 sf. There will be a 4000 sf restaurant and a 21,480 sf retail store (grocery store). Public parking will be located in the front and rear of the subject property. There will be two ingress and egress access points from Turner Hill Road. The subject property is currently developed with a vacant single family residence and several accessory structures (a bard and sheds). The property is located south of Stonecrest Mall and is characterized by a mix of multi-family and single family residential dwellings. There is a row of R-100 zoned properties along this stretch of Turner Hill Road. Further to the east, across Turner Hill Road, is a property zoned C-1 containing the Wesley Stonecrest apartments. To the east, the property in question abuts several lots within the Parks of Stonecrest subdivision, all zoned RSM (Residential Small Lot) and developed with single family detached homes. North of the subject property, an undeveloped property is zoned R-100 and to the South, is an R-100 zoned property containing a single family residence.

PLANNING COMMISSION



Public Participation

Community Planning Information Meeting was on September 13, 2022. There was no surrounding property owner to speak in opposition of the rezoning petition, but there were several inquiries and comments regarding security, lighting, and noise ordinance.

STANDARDS OF REZONING REVIEW

RZ-22-2007

City Council, November 28, 2022

KJ

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PLANNING COMMISSION

ADJACENT ZONING AND LAND USE		
	Zoning	Zoning Land Use
Adjacent: North	R-100	Single family residential
Adjacent: East	RSM (Residential Small Lot)	Parks of Stonecrest subdivision
Adjacent: South	R-100	Single family residential
Adjacent: West	C-1 (Local Commercial), MR-1 (Medium Density Residential)	Wesley Stonecrest Apartments,

Zoning Criteria, Staff's Analysis and Comments

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

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

As shown in the table above, the subject property is surrounded by commercial and residential development.

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



PLANNING COMMISSION

The existing land use is residential and could potentially affect the existing use or usability of adjacent of nearby property or properties. The current zoning of the property is the recommended zoning classification for the proposed land use and would be like adjacent properties.

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

The subject property is south of Stonecrest Mall and adjacent to other retail and commercial businesses. There will be added ingress and egress to Turner Hill Road. Due to a traffic study was not evaluated in this process, staff does not have clear data if transportation facilities, utilities and nearby schools will be impacted.

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

The proposed use of a commercial development is in accordance with the written polices in the Stonecrest comprehensive plan. The land use designation for the subject properties is Urban Neighborhood. The intent of the Urban Neighborhood future land use designation is to allow for townhomes, multi-family, neighborhood rentals, small scale retail and commercial development. Although the proposed rezoning is in compliance with the Stonecrest comprehensive plan, it is considered a spot rezoning and it is proposing to introduce a large scare retail development.

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

There are no potential impacts on the subject property or properties. The subject property is over 2000 ft away from unincorporated DeKalb County. The adjoining governmental jurisdiction will not be affected by the proposed change.

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

There are no known existing conditions affecting the use and development of the shopping center development. The applicant is seeking this rezoning to allow for neighborhood shopping center consisting of retail stores, restaurant and grocery store.

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

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



PLANNING COMMISSION

STANDARDS OF REZONING REVIEW

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

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

Yes. The Proposed Development will complement the existing commercial development in the area. Additionally, the Applicant’s request will not result in a different use than what is allowed in the comprehensive plan; however, the applicant is seeking to spot rezone and is seeking to introduce a large scale retail development to an area that is mostly residential in nature with small scale retail.

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

The subject property is located within the Urban Neighborhood character area of the Stonecrest Comprehensive Plan. The character area intends to lend to commercial and residential development. The proposed zoning change and development of neighborhood shopping center would be in keeping with the policy and intent of the comprehensive plan.

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

The property is currently zoned R-100, which permits the development of a single family residential dwelling. The property does have reasonable economic use as currently zoned.

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

The proposed zoning proposal could have a negative impact on the existing use or usability of adjacent or nearby properties. The proposed development may introduce more large scale retail development to the area. The intent of the Urban Neighborhood character area is to preserve the style and appeal of older compact pedestrian-friendly neighborhoods and communities. The characteristics include higher pedestrian orientation, sidewalks and more grid-like street patterns. This will include on-street parking, small and regular lots and buildings closer to the front property line. There shall be neighborhood-scale commercial scattered throughout.

- **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 no known existing conditions or changing conditions affecting the use and development of the subject property. The current zoning is the same proposed zoning classification.



PLANNING COMMISSION

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

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

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

The zoning proposed is not expected to cause excessive burdensome use of existing streets, transportation facilities, utilities or schools.

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

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

STAFF RECOMMENDATION

Staff recommends **Denial** of RZ-22-007.

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

ORDINANCE NO. ____-_____

1 **AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF STONECREST,**
2 **GEORGIA, BY AMENDING THE OFFICIAL ZONING MAP OF CITY OF**
3 **STONECREST, GEORGIA FOR PARCEL NUMBERS 16-181-07-039, 16-181-07-038, 16-**
4 **181-07-037 FROM R-100 (RESIDENTIAL MEDIUM LOT) TO C-1 (LOCAL**
5 **COMMERCIAL) WITHIN CHAPTER 27 (ZONING ORDINANCE); TO PROVIDE**
6 **SEVERABILITY; TO PROVIDE A PENALTY; TO PROVIDE FOR REPEAL OF**
7 **CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE**
8 **DATE; AND TO PROVIDE FOR OTHER LAWFUL PUPOSES.**

9
10 **WHEREAS**, the governing body of the City of Stonecrest (“City”) is the Mayor and
11 City Council thereof; and

12
13
14 **WHEREAS**, Article IX, Section II, Paragraph IV of the 1983 Constitution of the State of
15 Georgia authorizes the City to adopt plans and exercise the power of zoning; and

16
17
18 **WHEREAS**, the governing authority of the City is authorized by O.C.G.A. § 36-35-3 to
19 adopt ordinances relating to its property, affairs, and local government; and

20
21
22 **WHEREAS**, the governing authority of the City has considered one or more of the criteria
23 of a rezoning request, provided in Section Sec. 7.3.4. and 7.3.5 Division 3. - Zoning And
24 Comprehensive Plan Amendments and Procedures of Article VII (“Administration”) in Chapter
25 27 (“Zoning”) of the Code of Ordinances, City of Stonecrest, Georgia; and

26 **WHEREAS**, the Mayor and City Council desire to amend Official Zoning Map,
27
28 City of Stonecrest, Georgia for Parcel Numbers 16-181-07-039, 16-181-07-038, 16-181-07-037 to
29 C-1 (Local Commercial) within Chapter 27 (Zoning Ordinance); and

30 **WHEREAS**, the governing authority of the City desires to rezone the following parcels of
31 real property found in Exhibit A and attached hereto; and

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

35
36 **WHEREAS**, the subject property is currently zoned as R-100 (Residential Medium Lot)
37
38 and developed with a vacant single-family residence and several accessory structures that include
39
40 a barn and sheds;

41
42 **WHEREAS**, the applicant seeks to rezone the subject property from R-100 to C-1 to allow
43
44 for a shopping center consisting of a grocery store, restaurant and retail stores;

45
46 **WHEREAS**, the proposed use by applicant for commercial development is in accordance
47
48 with written policies in the City’s comprehensive plan as an Urban Neighborhood which allow for
49
50 townhomes, multi-family, neighborhood rentals, small scale retail and commercial development;

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52 **WHEREAS**, the City desires to change the subject property from R-100 to C-1 to
53
54 compliment the area surrounded by commercial and residential development;

55
56 **WHEREAS**, the Director of Planning and Planning Commission recommend approval
57
58 based on the City Staff Report and said report is hereby incorporated by reference herein; and

59
60 **WHEREAS**, a public hearing pursuant to the provisions of the Zoning Procedures Act has
61
62 been properly held prior to the adoption of this Ordinance; and

63
64 **WHEREAS**, the health, safety, and welfare of the citizens of the City will be positively

65
66 impacted by the adoption of this Ordinance.

67
68 **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL**
69
70 **OF THE CITY OF STONECREST, GEORGIA,** and by the authority thereof:
71

72 **Section 1.** The parcels of real property found in Exhibit “A” are hereby rezoned to the
73 zoning designation of Local Commercial Lot (“C-1”) as said designation is described in Chapter
74 27 (“Zoning”) of the Code of Ordinances, City of Stonecrest, Georgia.

75 **Section 2.** The rezoning of said parcels is indicated on the map which is attached hereto
76 as Exhibit “B” and is incorporated herein by reference. The rezoning indicated in Section 1 herein
77 and in Exhibit A attached hereto is to be noted on the official City of Stonecrest Zoning Map
78 approved by the City’s Mayor and Council as soon as reasonably possible following adoption of
79 this Ordinance, along with an editorial note on the official City of Stonecrest Zoning Map
80 specifying the parcels affected by this Ordinance and the date of adoption of this Ordinance.

81 **Section 3.** The Code of Ordinances of the City of Stonecrest, Georgia is hereby amended
82 by replacing the portion of the Official Zoning Map, City of Stonecrest, Georgia, Parcel Numbers
83 16-181-07-039, 16-181-07-038, 16-181-07-037 within Chapter 27 (Zoning Ordinance) as depicted
84 in Exhibit A attached hereto and made part by reference, and adopting the provisions set forth in
85 Exhibit B attached hereto and made a part by reference.

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

88 **Section 5.** That the permitted uses are hereby amended from residential districts to
89 commercial zoned districts.

90 **Section 6.** The preamble of this Ordinance shall be considered to be and is hereby
91 incorporated by reference as if fully set out herein.

92 **Section 7.** (a) It is hereby declared to be the intention of the Mayor and Council that all
93 sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their
94 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

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

110 **Section 8.** The City Clerk, with the concurrence of the City Attorney, is authorized to
111 correct any scrivener’s errors found in this Ordinance, including its exhibits, as enacted.

112 **Section 9.** All ordinances and parts of ordinances in conflict herewith are hereby
113

123 expressly repealed.

124

125 **Section 10.** The Ordinance shall be codified in a manner consistent with the laws of the

126

127 State of Georgia and the City of Stonecrest.

128

129 **Section 11.** It is the intention of the governing body, and it is hereby ordained that the

130

131 provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of

132

133 Stonecrest, Georgia.

ORDAINED this _____ day of _____, 2022.

[SIGNATURES TO FOLLOW]

134

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

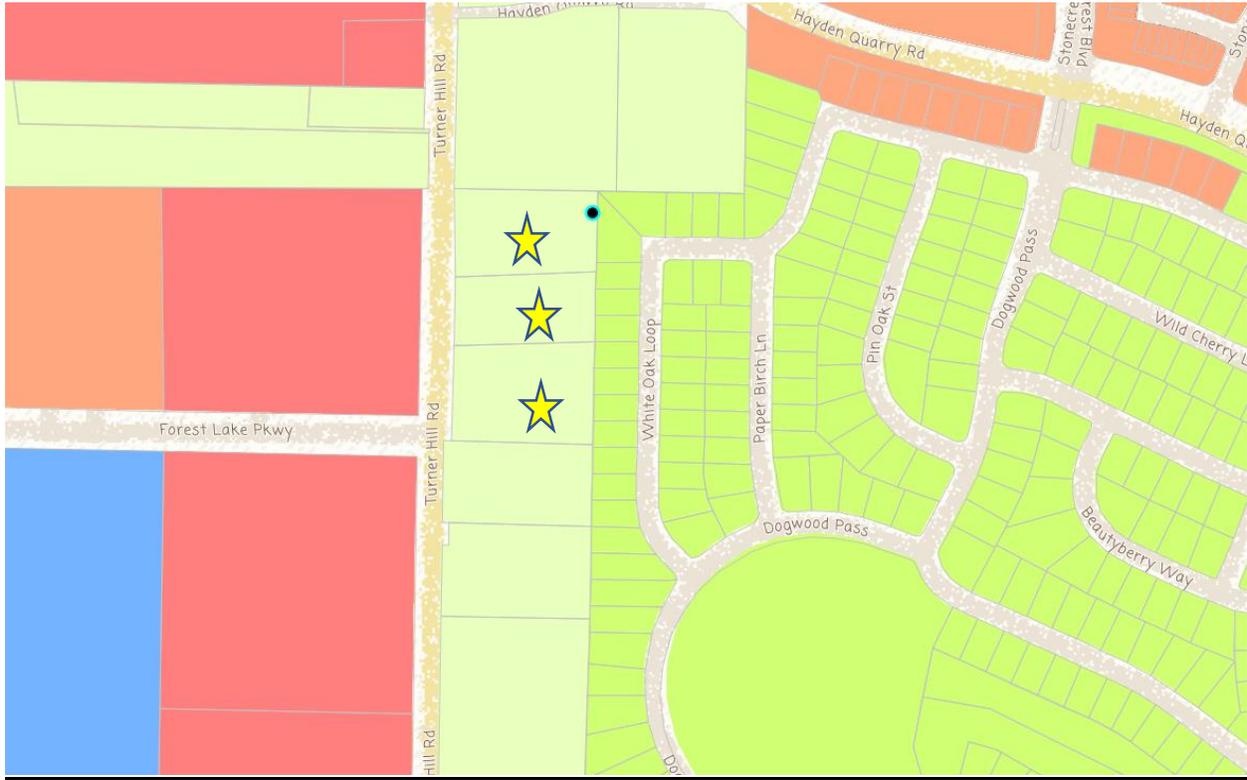
City Attorney

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**EXHIBIT A
(SEE ATTACHED)**

147

Zoning Map



148

149

Zoning Case: RZ-22-007

150

Address: 3310, 3320, 3330 Turner Hill Road.

151

Current Zoning: R-100 (Residential Small Lot)

152

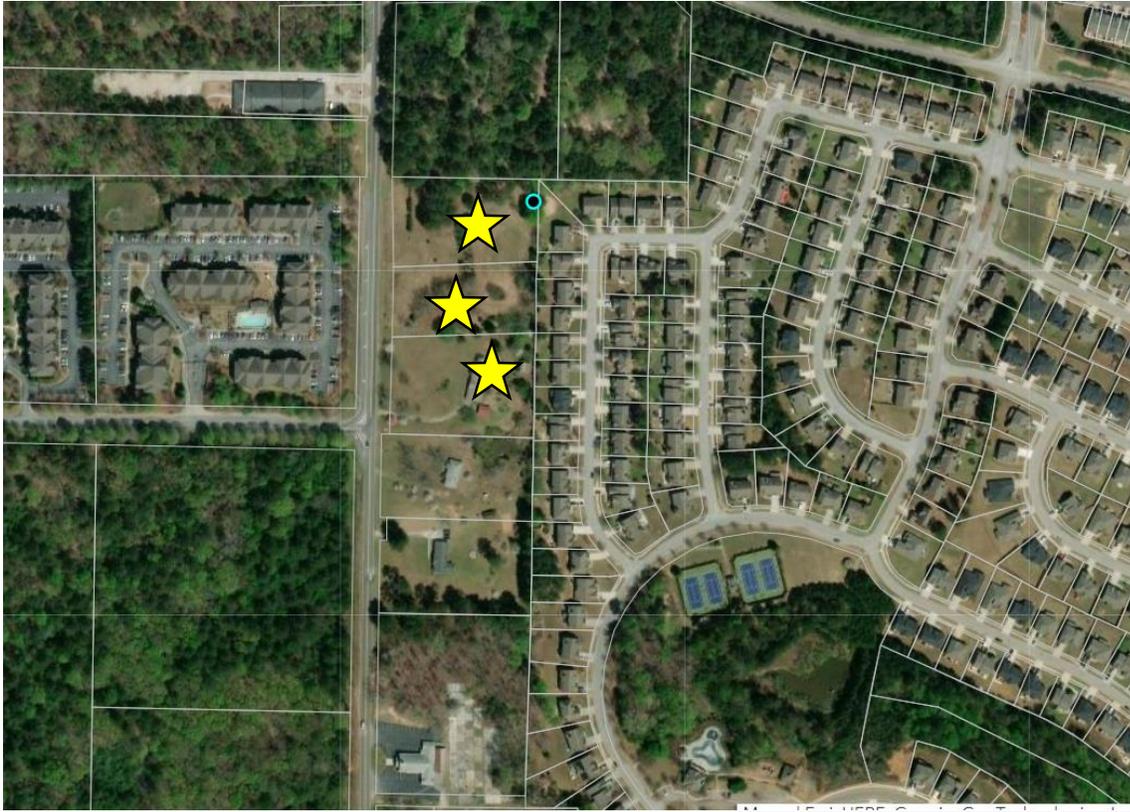
Proposed Zoning: C-1 (Local Commercial)

153



Subject Property

154



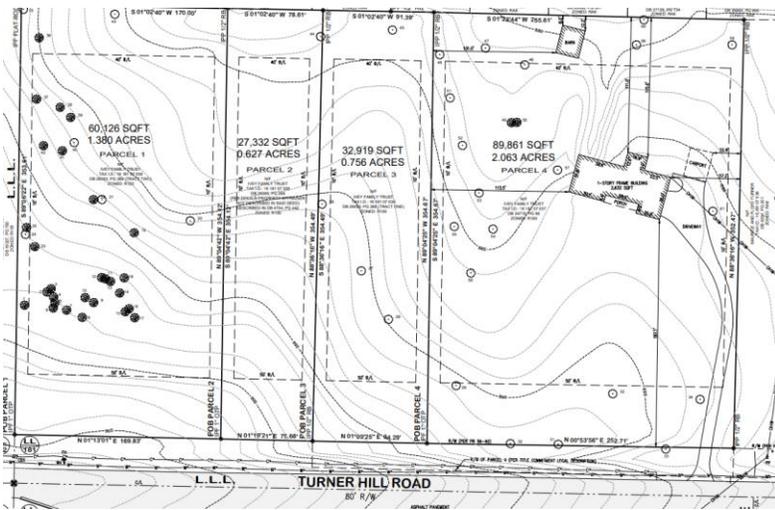
155

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EXHIBIT B
(SEE ATTACHED)

162

163 CHAPTER 27: ZONING ORDINANCE

164 Official Zoning Map, City of Stonecrest, Georgia for Parcel Numbers 16-181-07-039, 16-181-
165 07-038, 16-181-07-037

166



CITY COUNCIL AGENDA ITEM

SUBJECT: SPD22-0000014 6030 Rockland Rd

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
- OTHER, PLEASE STATE: **Flat Rock Village**

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

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

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

Current Council Meeting: Monday, November 28, 2022

SUBMITTED BY: Keedra T. Jackson, Deputy Director

PRESENTER: Ray White, Director of Planning & Zoning

PURPOSE: The applicant is seeking to submit a final plat to subdivide property at 6030 Rockland Rd into 20 lots.

FACTS: The subject property is currently zoned R-100 (Single-family Residential Medium lot). The applicant is proposing to construct 20 single-family residential dwellings to create Flat Rock Village. The applicant began the preliminary plat process before the inception of the City of Stonecrest. The applicant contacted staff to have the final plat signed. Staff advised him of the plat will require Mayor & Council approval as to why the applicant is seeking this process.

OPTIONS: Choose an item. [Click or tap here to enter text.](#)

RECOMMENDED ACTION: Approval

ATTACHMENTS:

- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - Tree Survey
- (3) Attachment 3 - Flat Rock Village - LDP Letter



CITY COUNCIL AGENDA ITEM

- (4) Attachment 4 - Non Conforming Lots
- (5) Attachment 5 - Preliminary Plat



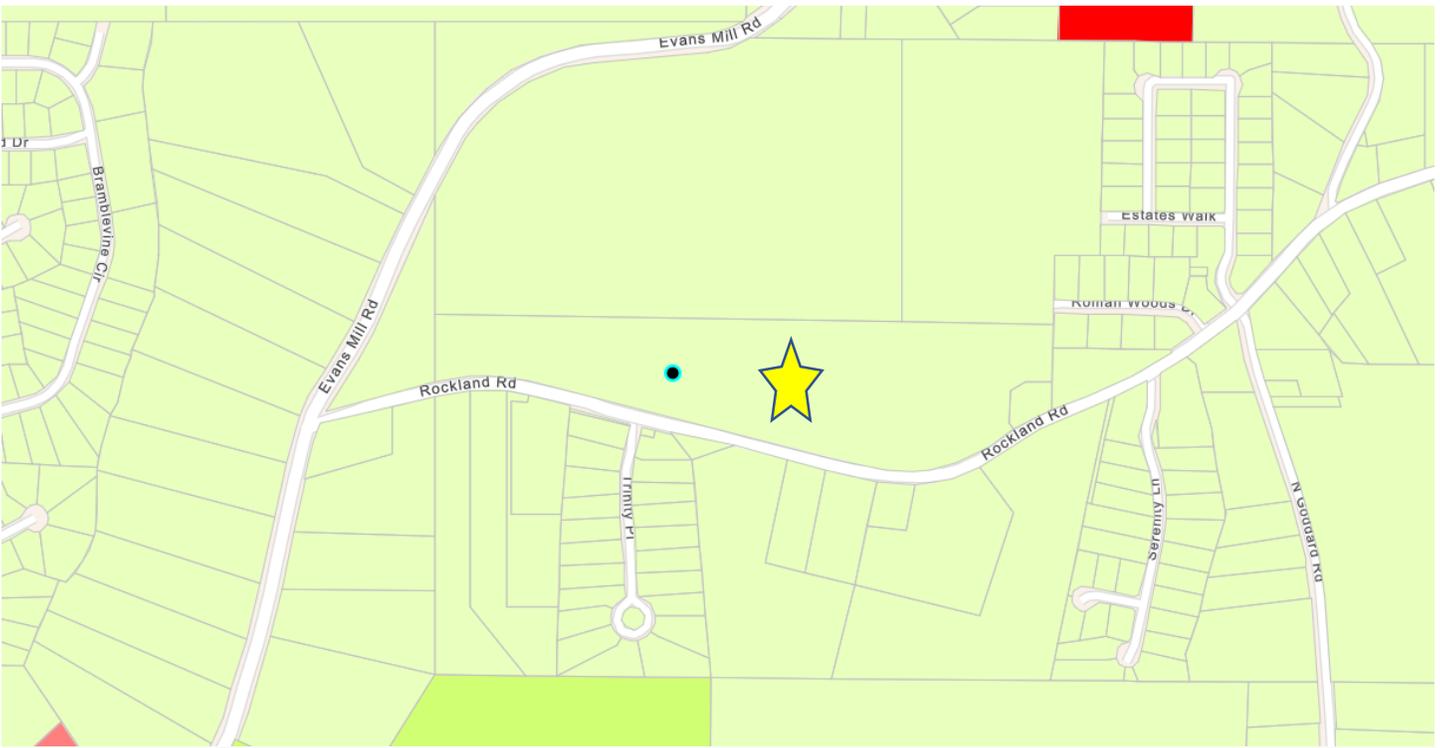
Mayor and City Council
Mayor and City Council Meeting November 28, 2022

Staff Analysis of Preliminary Plat

Petition Number:	SPD22-000014
Applicant:	Templarius Development
Owner:	Templarius Development
Project Location:	6030 Rockland Road
Parcels:	16-084-02-003
Council District:	Council District 5
Acreage:	29.12 +/- acres
Existing Zoning:	R-100; Arabia Mountain Overlay
Proposed Zoning:	R-100
Comprehensive Plan Community: Area Designation	Suburban
Proposed Development/Request:	The applicant is requesting an approval of a Final Plat for The Flat Rock Village Subdivision that will consist of 20 lots.
Staff Recommendations:	<i>Approval</i>
Planning Commission	N/A

Mayor and City Council

Zoning Map



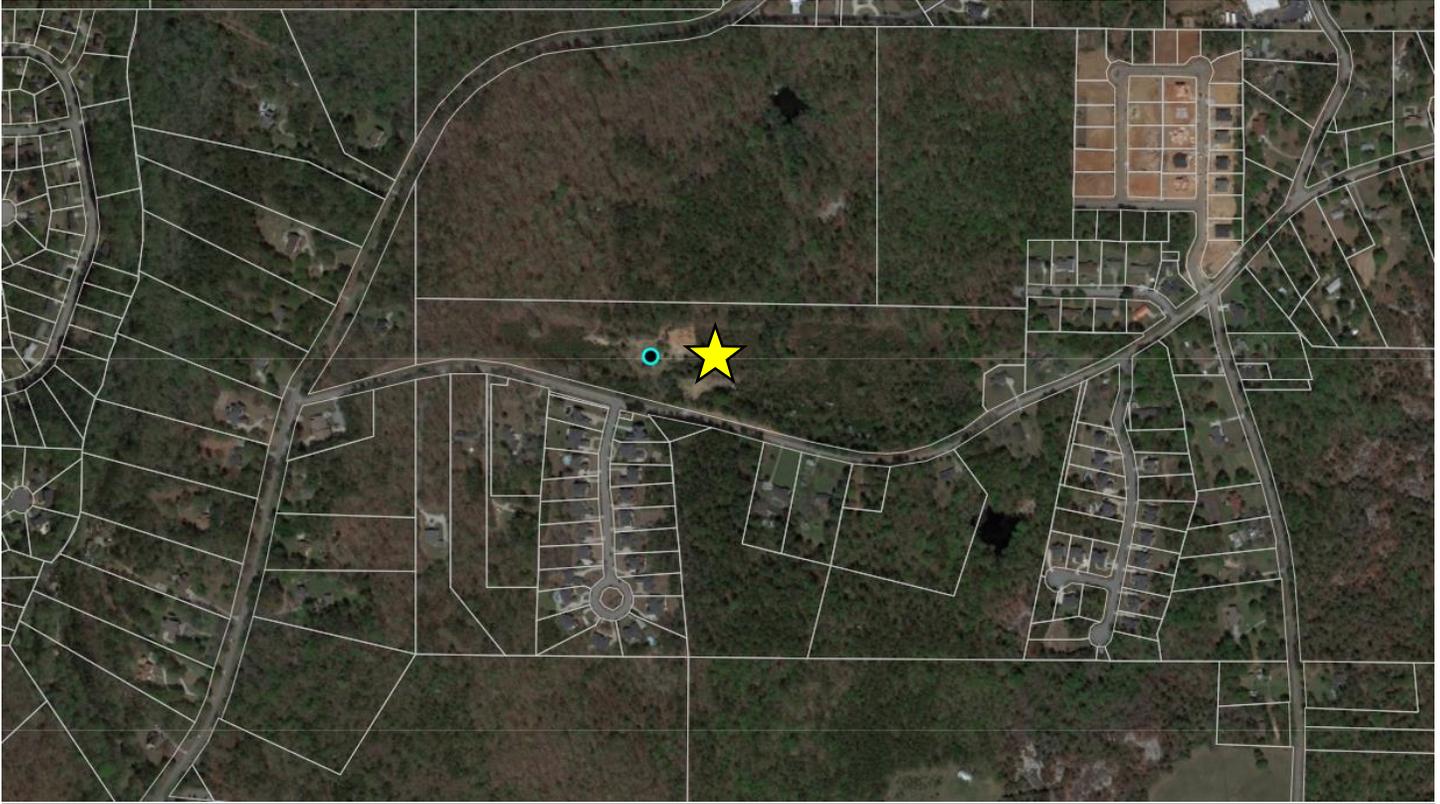
Proposed Zoning: R-100 (Residential Medium Lot)



Subject Property

Aerial Map

Mayor and City Council



Location

The subject property is located at 6030 Rockland Rd (Parcel ID: 16-084-02-003). The Subject Property consists of a ±6.07 -acres in Land Lots 084, of the 16th District, of City of Stonecrest, DeKalb County, Georgia (“Subject Property”).

The property is bounded by Lithonia Adventist Academy to the northeast, by Belair Estates to the north, DeKalb Fire Station to the south.

 **Subject Property**

SDP22-000014

Background:

The final plat review started under the previous administration at the City of Stonecrest. The applicant contacted current staff for a plat approval and was then informed by staff that the plat will need to be approved by Mayor & Council before a Land Disturbance Permit can be obtained.



Mayor and City Council

Details of the Preliminary Plat:

The applicant proposes to construct a 20 lot subdivision in District 5. The subject lots will range from 23,410 sf to 62,144 sf in area. The disturbed acreage will be 3.20, 1.83 acres will be undisturbed greenspace, The applicant will follow the Arabia Mountain development standards.

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

STANDARDS OF PRELIMINARY PLAT REVIEW:

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

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

(1)

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

(2)

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

(3)

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

(4)

Be accompanied by a tree survey;

(5)



Mayor and City Council

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

(6)

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

(7)

Be accompanied with a consent affidavit from the property owner;

(8)

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

(9)

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

(10)

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

(11)

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

(12)

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

(13)

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

(14)

Payment of the appropriate development review application fee.



Mayor and City Council

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

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

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

ADJACENT ZONING AND LAND USE		
	Zoning	Zoning Land Use
Adjacent: North	R-100(Residential Medium Lot) District	Belair Estates Single-family
Adjacent: East	R-100 (Residential Medium Lot) District	Single-family
Adjacent: South	R-100 (Residential Medium Lot District)	DeKalb County Fire Station (Single-Family)
Adjacent: West	R-100 (Med Residential)	Single-family Residential

STAFF RECOMMENDATION

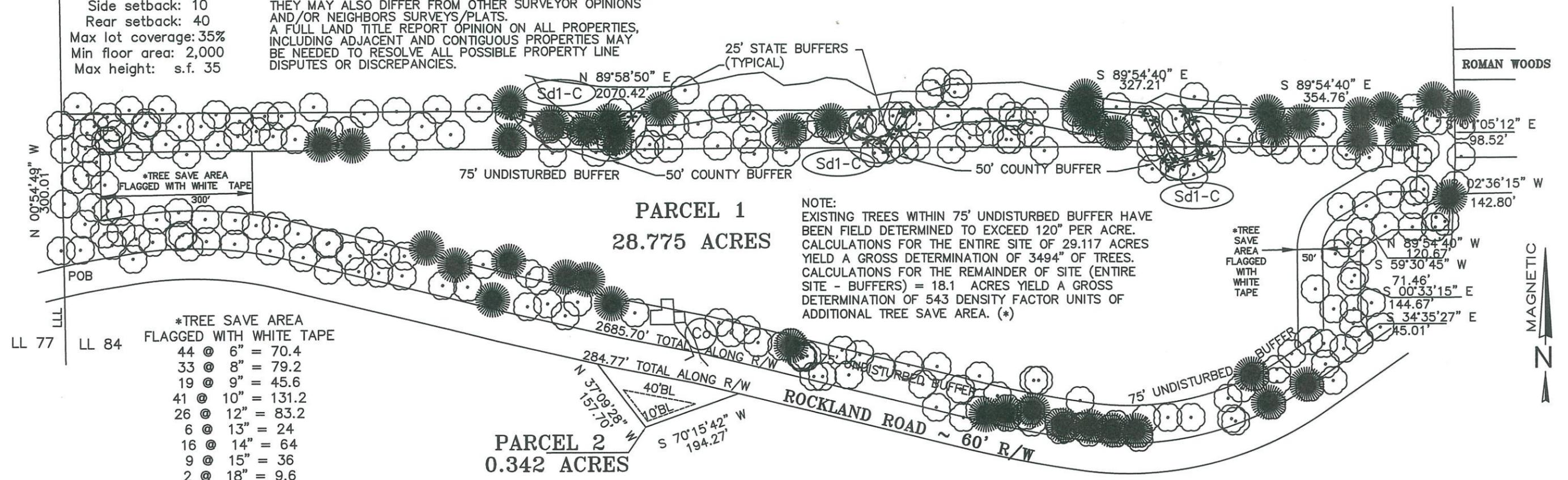
The applicant has met all of the Preliminary Plat requirements stated in Section 14-88 of Chapter 14; therefore, staff recommends **APPROVAL** of SDP22-000014.

ZONING: R-100
 min lot width: 100
 min lot area: 15,000 s.f.
 major front setback: 50
 minor front setback: 40
 Side setback: 10
 Rear setback: 40
 Max lot coverage: 35%
 Min floor area: 2,000
 Max height: s.f. 35

NOTE: PROPERTY LINES SHOWN ON THIS SURVEY/PLAT REPRESENT PHYSICAL FIELD CONDITIONS BY EVIDENCE OF APPARENT POSSESSION (IRON PINS FOUND, OLD & ESTABLISHED FENCE LINES, OLD WALL LINES, SHRUB & HEDGE LINE, HOUSE LOCATIONS, ETC.) THEY MAY DIFFER AND BE IN CONTENTION FROM EVIDENCE FOUND AT THE APPLICABLE COUNTY COURTHOUSE. THEY MAY ALSO DIFFER FROM OTHER SURVEYOR OPINIONS AND/OR NEIGHBORS SURVEYS/PLATS. A FULL LAND TITLE REPORT OPINION ON ALL PROPERTIES, INCLUDING ADJACENT AND CONTIGUOUS PROPERTIES MAY BE NEEDED TO RESOLVE ALL POSSIBLE PROPERTY LINE DISPUTES OR DISCREPANCIES.

NOTE: BOUNDARY DATA SHOWN HEREON TAKEN FROM PROPERTY MAP BY JOHN M. MASSEY, JR., DATED JULY 8, 2011 WHICH WAS BASED ON SURVEY FOR GRAY DESIGN, INC, DATED OCTOBER 13, 2005.

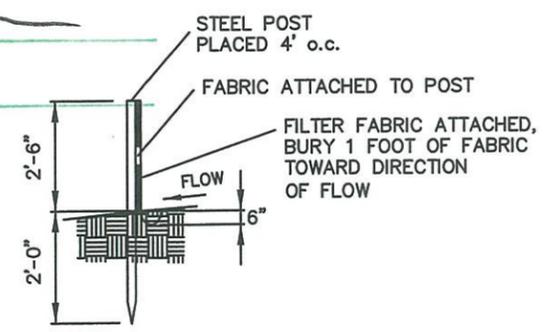
THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY. THIS SURVEY IS SUBJECT TO REVISIONS AND UPDATE UPON RECEIPT OF SAID TITLE COMMITMENT.



APPROVED
 DEKALB COUNTY
 ENVIRONMENTAL DEVELOPMENT
 TREE PROTECTION
 EROSION CONTROL PLAN

USE EXISTING ASPHALT DRIVE AS CONSTRUCTION ENTRANCE/EXIT

DATE 11/2/11



(Sd1-C) SILT FENCE - TYPE C DETAIL (NOT TO SCALE)

NOTE: USE D.O.T. APPROVED FABRIC
 USE STEEL POSTS- ONLY.

INDICATES SILT FENCE-TYPE C
 * * * * *

REVISED 01/10/12
 REVISED 11/9/11 AS PER Dekalb Planning and Zoning Board of Appeals (N6. A-11-17396)

PROPERTY ADDRESS: 6030 ROCKLAND ROAD LITHONIA, GA 30038		PLAT PREPARED FOR: KENNETH REAVES "Trinity Stables, LLC."			
LAND AREA: 29.117 AC		LOT	BLOCK		UNIT
SCALE 1" = 200'		SUBDIVISION			
		LAND LOT 84	16th DISTRICT		SECTION
		DeKALB COUNTY, GEORGIA		DATE 09/15/2011	
		PLAT BOOK	,PAGE	ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED	
		DEED BOOK	,PAGE		
		SURVEY SYSTEMS & ASSOC., INC.		SURVEYSYSTEMS@GMAIL.COM	
		PO BOX 3058		FAX (404)760-0011	
		TUCKER, GA 30085		PHONE (770)558-7895	
		JOB NUMBER ROCKLAND			

17588

Flat Rock Village LDP Review

November 16, 2022

Attn: Mark Walton
Patrick and Associates
928 SW Blacklawn Road
Conyers, GA 30094



Dear Mr. Walton,

The following letter is in response to a comment by Ms. Keedra Jackson of The City of Stonecrest planning and zoning

Comment #2 – “Please submit approved LDP from Dekalb County”

The subject project is located inside of the City of Stonecrest and is therefore under Stonecrest Planning and Zoning jurisdiction. The LDP will have to be issued by the City of Stonecrest. In a previous conversation with Ms. Pamela Price, we were told that in order for Stonecrest to issue the LDP we would need to have the utilities approved by Dekalb County, the usable soil areas approved by Environmental Health and the Erosion Control/Hydrology Study approved by GSWCC. All of these items have been approved by those departments. The responsibility now lies with the City of Stonecrest to issue the LDP.

Sincerely,

Nick Roper, PE
Bear Creek Engineering
10384 Fieldcrest Drive
Covington, GA 30014



November 16, 2022

Re: Flat Rock Village

20 Single Family Residential lots on Rockland Road

To whom it may concern:

Please accept this letter as our verification that the proposed 20 lots will meet the City of Stonecrest's zoning requirements and will therefore not be non-conforming lots.

Sincerely,

A handwritten signature in black ink, appearing to be "Raymond E. Mayes", written over a horizontal line.

Rev. Raymond E. Mayes

For Templarius Development Associates, Inc.

PRELIMINARY PLAT FOR: FLAT ROCK VILLAGE CONCEPT: AUGUST 28, 2021 PRELIMINARY: OCTOBER 28, 2022

REVISED: 10-26-2021 TO RELOCATE THE DRIVE ON LOT 2 AND REMOVE THE DRIVES ON LOTS 10 & 18.
REVISED: 02-11-2022 TO ADDRESS COUNTY COMMENTS
REVISED: 04-15-2022 TO RECONFIGURE LOTS
REVISED: 11-16-2022 TO ADDRESS COUNTY COMMENTS

THIS PLAT HAS BEEN SUBMITTED TO AND ACCEPTED BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA, AND HAS BEEN APPROVED AS REQUIRED BY STATE LAW AND CITY CODES AS MEETING ALL CONDITIONS PRECEDENT TO RECORDING IN THE SUPERIOR COURT OF THIS CIRCUIT.

DATED THIS _____ DAY OF _____.

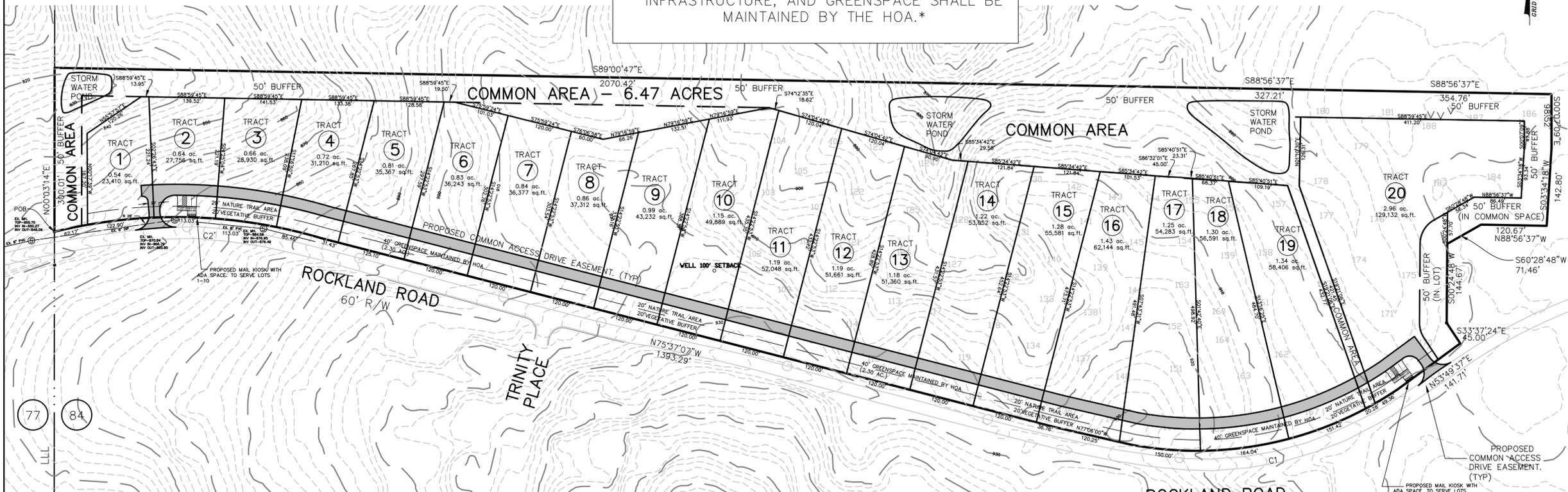
BY: _____
[MAYOR AS DESIGNEE OF GOVERNING AUTHORITY]

THIS PRELIMINARY PLAT HAS BEEN SUBMITTED TO AND ACCEPTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF STONECREST, GEORGIA, AND HAS BEEN APPROVED AS REQUIRED BY STATE LAW AND CITY CODES AS MEETING ALL CONDITIONS PRECEDENT TO RECORDING IN THE SUPERIOR COURT OF THIS CIRCUIT.

DIRECTOR OF PLANNING & ZONING

DATE

ALL COMMON AREAS, MAILBOX, KIOSK, COMMON DRIVEWAYS, STORMWATER, DRAINAGE AND INFRASTRUCTURE, AND GREENSPACE SHALL BE MAINTAINED BY THE HOA.



CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	S78°11'40"W	499.46'	661.61'	512.16'
C2	N88°36'23"W	491.13'	944.22'	496.85'



PATRICK & ASSOCIATES, INC.
SURVEYING & ENGINEERING
928 BLACKLAWN ROAD
CONYERS, GEORGIA 30094
PHONE: (770) 483-9745

SOIL PROFILES INC.
P.O. BOX 248
COVINGTON GA 30015
soilprofiles@gmail.com
PH 770-842-9895

J. SHANNON HUDGINS
GA DHR SOIL CLASSIFIER #147
LEVEL: 3 (1-RECON, 2-PRELIMINARY, 3-HIGH INTENSITY, 4-SPECIAL STUDY)
DATE MAPPED: MAY 12, 2021 COUNTY: DEKALB
SCALE: 1"=100'
CLIENT: TEMPLARUS DEVELOPMENT PROJECT: FLAT ROCK VILLAGE BLOCKS 6, 7, AND 8

SOIL SUITABILITY CODES
A=THIS SOIL SERIES SHOULD HAVE ABILITY TO FUNCTION AS A SUITABLE ABSORPTION FIELD WITH PROPER DESIGN, INSTALLATION AND MAINTENANCE.
C=DUO TO SHALLOW WATER TABLE CONDITIONS THIS SOIL IS SUITABLE FOR ALTERNATIVE ABSORPTION FIELDS ONLY.
F=FORMALLY CONSIDERED UNSATISFACTORY FOR USE FOR ABSORPTION FIELDS.
H=THIS SOIL SERIES HAS SHALLOW HARD ROCK AT DEPTHS THAT WILL NOT ALLOW FOR THE INSTALLATION OF A CONVENTIONAL SEPTIC SYSTEM.
K=SUITABLE FOR SHALLOW CONVENTIONAL SYSTEM BUT REQUIRES ATU IF LINES ARE INSTALLED LESS THAN 24" FROM HARD ROCK.
P=SUITABLE FOR SHALLOW CONVENTIONAL SYSTEM BUT REQUIRES ATU IF LINES ARE INSTALLED LESS THAN 24" FROM WATER TABLE INDICATORS.

- parental drainage
 - intermittent drainage
 - gully
 - spring
 - wall
 - slope falling
 - short steep slope
 - rock outcrop
- sample point (auger) X
sample point (backhoe) O
KSAI test location
- SP Tank in field
SI Needs (additional) site investigation
NS Not recommended
NR Not recommended
L4 Level 4 soil test recommended

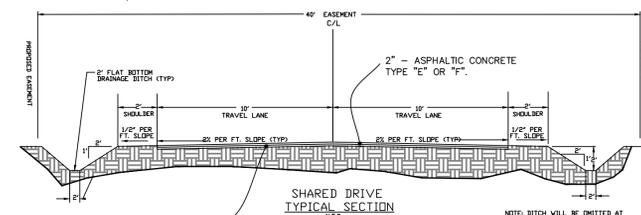
SOILS INTERPRETATION TABLE

SOIL SERIES AND CODE	SLOPE	DEPTH TO SEASONAL WATER TABLE (INCHES)	ESTIMATED PERCENT FERTILITY RATE	RECOMMENDED INSTALLATION/TRENCH DEPTH	RECOMMENDED	COMMENTS
ABH1	F	0-5R	27	48	NR	NET NATURAL DRAINAGE
ASB1B	L	10-20R	24	324	NS-PTS	SHALLOW HARD ROCK
ASB1A	L	10-20R	24	324	NS-PTS	SHALLOW HARD ROCK
BLM1A	F	1-10R	27	24	NR	SEASONAL HIGH SATURATION
BUD1A	K	2-10R	24	272	NR	STONY SUBSOIL
BUD1B	K	10-20R	24	272	NR	STONY SUBSOIL
GAL1	F	2-10R	27	24	NR	24" FEET GULLY
HARD LAYER I	F	2-10R	27	24	NR	SEASONAL HIGH SATURATION
HARD LAYER II	P	10-20R	27	24	NR	SEASONAL HIGH SATURATION
PARC1T	A	10-20R	27	272	NR	24" IR
PARC1B	A	10-20R	27	272	NR	24" IR
RAM1A	L	10-20R	24	272	NR	12-18" ATU
RAM1B	L	10-20R	24	272	NR	12-18" ATU
RAM1C	L	10-20R	27	272	NR	24" IR
RAM1D	L	10-20R	27	272	NR	24" IR
RAM1E	L	10-20R	27	272	NR	24" IR
RAM1F	L	10-20R	27	272	NR	24" IR
RAM1G	L	10-20R	27	272	NR	24" IR
RAM1H	L	10-20R	27	272	NR	24" IR
RAM1I	L	10-20R	27	272	NR	24" IR
RAM1J	L	10-20R	27	272	NR	24" IR
RAM1K	L	10-20R	27	272	NR	24" IR
RAM1L	L	10-20R	27	272	NR	24" IR
RAM1M	L	10-20R	27	272	NR	24" IR
RAM1N	L	10-20R	27	272	NR	24" IR
RAM1O	L	10-20R	27	272	NR	24" IR
RAM1P	L	10-20R	27	272	NR	24" IR
RAM1Q	L	10-20R	27	272	NR	24" IR
RAM1R	L	10-20R	27	272	NR	24" IR
RAM1S	L	10-20R	27	272	NR	24" IR
RAM1T	L	10-20R	27	272	NR	24" IR
RAM1U	L	10-20R	27	272	NR	24" IR
RAM1V	L	10-20R	27	272	NR	24" IR
RAM1W	L	10-20R	27	272	NR	24" IR
RAM1X	L	10-20R	27	272	NR	24" IR
RAM1Y	L	10-20R	27	272	NR	24" IR
RAM1Z	L	10-20R	27	272	NR	24" IR

NOTES
AREAS WHICH FLOOD, HAVE FLOODING POTENTIAL, OR WHICH SERVE AS DRAINAGEWAYS SHOULD NOT BE USED.
SURFACE AND SUBSURFACE DRAINAGE SHOULD BE DIVERTED AWAY FROM ABSORPTION FIELDS INSTALLED IN NEARLY LEVEL AREAS (0-5% SLOPE), AND FROM THOSE INSTALLED ON CONCAVE SLOPES.
AREAS WITH SLOPE GREATER THAN 20% MAY BE USABLE FOR SEPTIC SYSTEMS IF SLOPE LIMITATIONS ARE OVERCOME BY SYSTEM DESIGN. (SEE BY SITE MODIFICATION (E.G. RETICULING).)
SAMPLE POINTS, SURFACE FEATURES, AND SURVEY CONTROL WERE LOCATED BY GPS (RIMBLE MODEL PRO 35).

EXISTING RIGHT OF WAY OF ROCKLAND ROAD IS 60'. PER EXISTING SURVEY. THE CITY OF STONECREST REQUIRES THAT COLLECTOR STREETS HAVE A 60' MINIMUM RIGHT OF WAY, PER SECTION 14-190.

NOTE: A 6' WIDE CONCRETE SIDEWALK WILL BE PROVIDED ALONG THE ENTIRE ROCKLAND ROAD FRONTAGE.



TOTAL PROJECT AREA= 29.12 ACRES
REQUIRED GREENSPACE, 30% = 8.74 ACRES
COMMON/BUFFER AREA = 6.47 ACRES
GREENSPACE = 2.30 ACRES
TOTAL GREENSPACE = 8.77 ACRES
TOTAL GREENSPACE PROVIDED = 30.1%

SCALE: 1"= 100'
PARCEL ID: 16-084-02-003
JOB # 20-1182



CITY COUNCIL AGENDA ITEM

SUBJECT: SPD22-0000015 6301 Browns Mill Rd

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: **The Enclave at Arabia Mountain**
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

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

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

Current Council Meeting: Monday, November 28, 2022

SUBMITTED BY: Keedra T. Jackson, Deputy Director

PRESENTER: Ray White, Director of Planning & Zoning

PURPOSE: The applicant is seeking to subdivide property at 6301 Browns Mill Rd into 18 lots.

FACTS: The subject property is currently zoned R-100 (Single-family Residential Medium lot) and is located in the Arabia Mountain Overlay. The applicant is proposing to construct 18 single-family residential dwellings to create The Enclave at Arabia Mountain.

OPTIONS: Choose an item. [Click or tap here to enter text.](#)

RECOMMENDED ACTION: Approval

ATTACHMENTS:

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



Mayor and City Council
Mayor and City Council Meeting November 28, 2022

Staff Analysis of Preliminary Plat

Petition Number:	SPD22-000015
Applicant:	Steve McIntosh
Owner:	Wayne Morehead
Project Location:	6301 Browns Mill Road
Parcels:	16-081-02-004
Council District:	Council District 5
Acreage:	6.07 +/- acres
Existing Zoning:	R-100
Proposed Zoning:	R-100
Comprehensive Plan Community: Area Designation	Suburban
Proposed Development/Request:	The applicant is requesting an approval of the Preliminary Plat for The Enclave at Arabia Mountain
Staff Recommendations:	<i>Approval</i>
Planning Commission	N/A

Mayor and City Council

Zoning Map



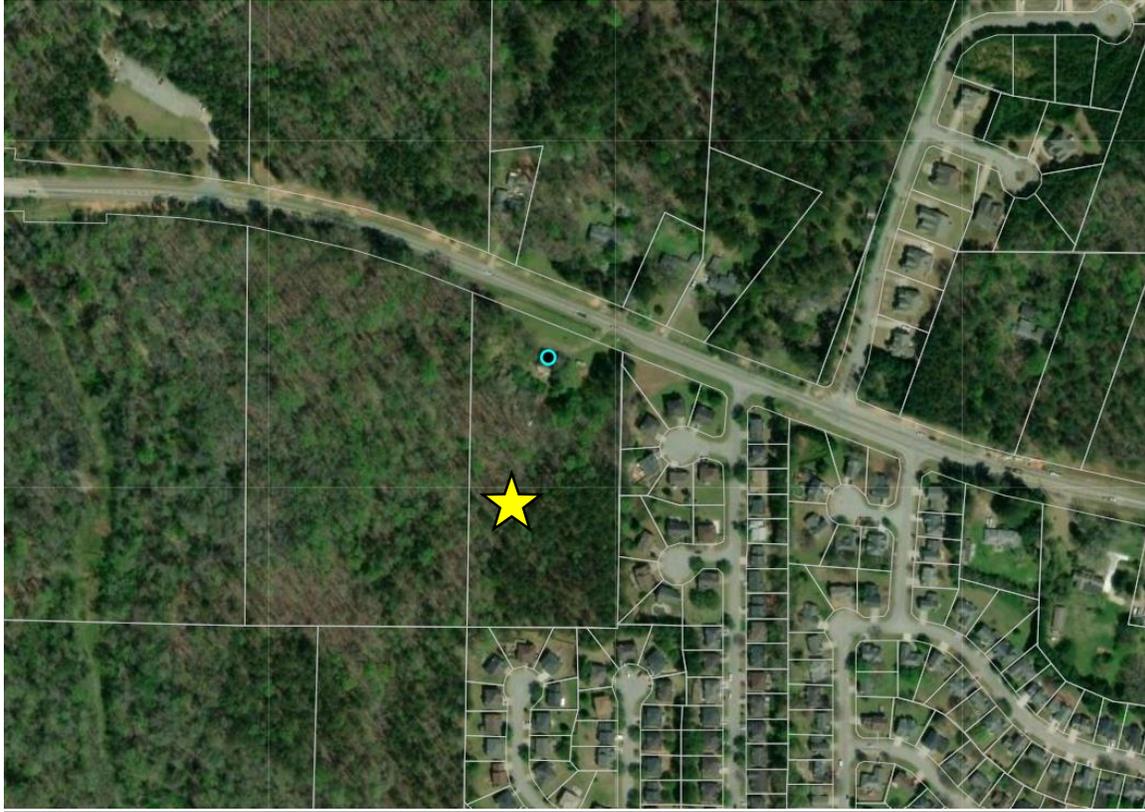
Proposed Zoning: R-100 (Residential Medium Lot)



Subject Property

Aerial Map

Mayor and City Council



 **Subject Property**

SDP22-000015

Location

The subject property is located at 6030 Rockland Rd (Parcel ID: 16-081-02-004). The Subject Property consists of a ±6.07 -acres in Land Lots 081, of the 16th District, of City of Stonecrest, DeKalb County, Georgia (“Subject Property”).

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

Background:

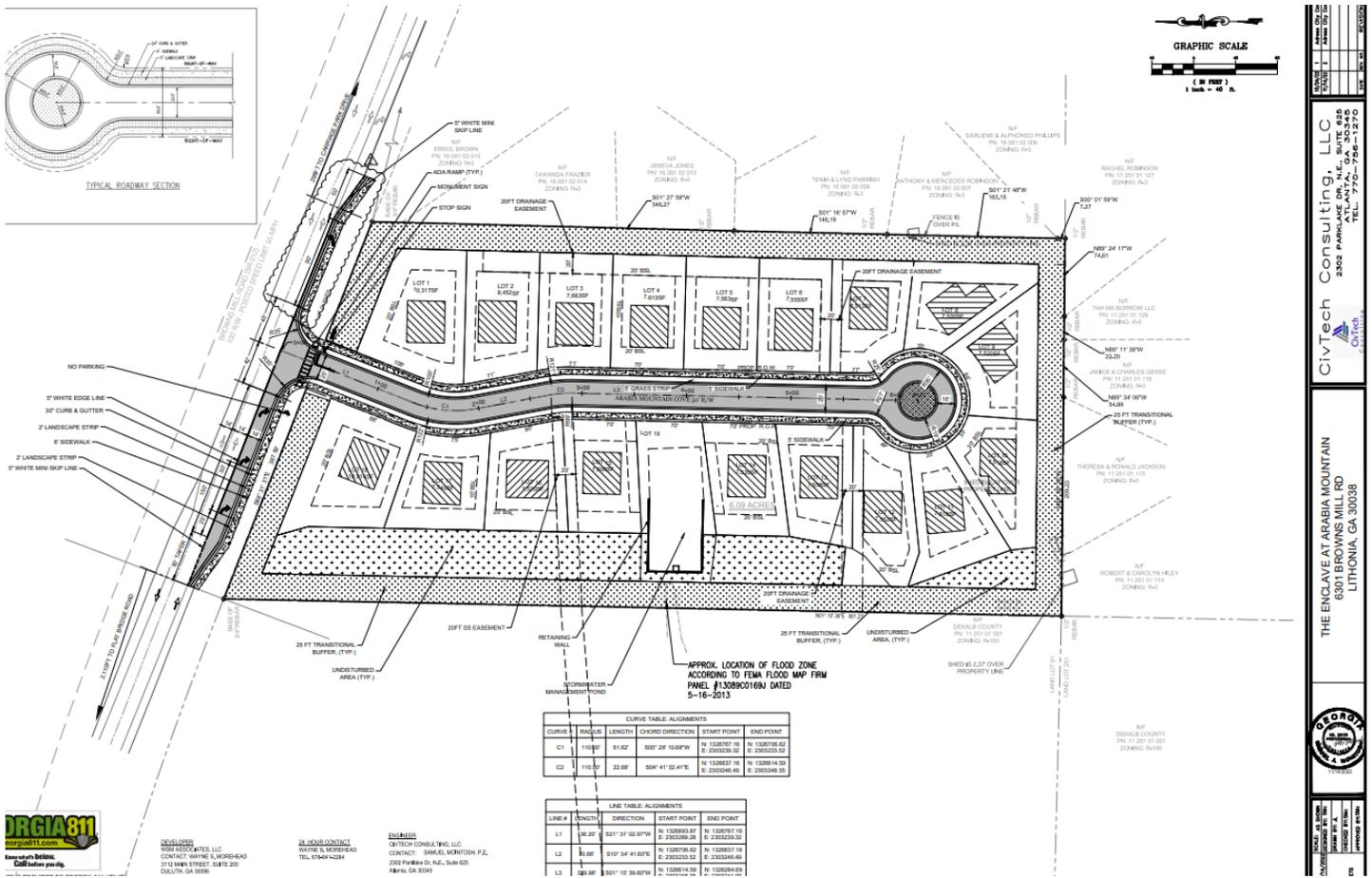
The preliminary plat review started under the previous administration at the City of Stonecrest. The applicant contacted current staff for a plat approval and was then informed by staff that the plat will need to be approved by Mayor & Council before a Land Disturbance Permit can be obtained.

Mayor and City Council

Details of the Preliminary Plat:

The applicant proposes to construct an 18 lot subdivision in District 5. The subject lots will range from 7,500 sf to 10,317 sf in area. The disturbed acreage will be 3.20, 1.83 acres will be undisturbed greenspace, The applicant will follow the Arabia Mountain development standards.

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



DESIGNER: W&M ASSOCIATES, LLC
CONTACT: WYNE S. BOREHEAD
3112 MAIN STREET, SUITE 200
DULUTH, GA 30096

REGISTERED: CIVIL ENGINEER
WYNE S. BOREHEAD
TEL: 678-444-4034

ENGINEER: CIVILTECH CONSULTING, LLC
CONTACT: SHARAL MONTOSH, P.E.
2002 Parkside Dr., N.E., Suite 600
Atlanta, GA 30341

CivTech Consulting, LLC
2502 PARKWAY AT ATLANTA
ATLANTA, GA 30340
TEL: 770-756-1270

THE ENCLAVE AT ARABIA MOUNTAIN
6301 BROWNS MILL RD
LITHONIA, GA 30058





Mayor and City Council

STANDARDS OF PRELIMINARY PLAT REVIEW:

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

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

(1)

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

(2)

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

(3)

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

(4)

Be accompanied by a tree survey;

(5)

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

(6)

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

(7)

Be accompanied with a consent affidavit from the property owner;



Mayor and City Council

(8)

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

(9)

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

(10)

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

(11)

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

(12)

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

(13)

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

(14)

Payment of the appropriate development review application fee.

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

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

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

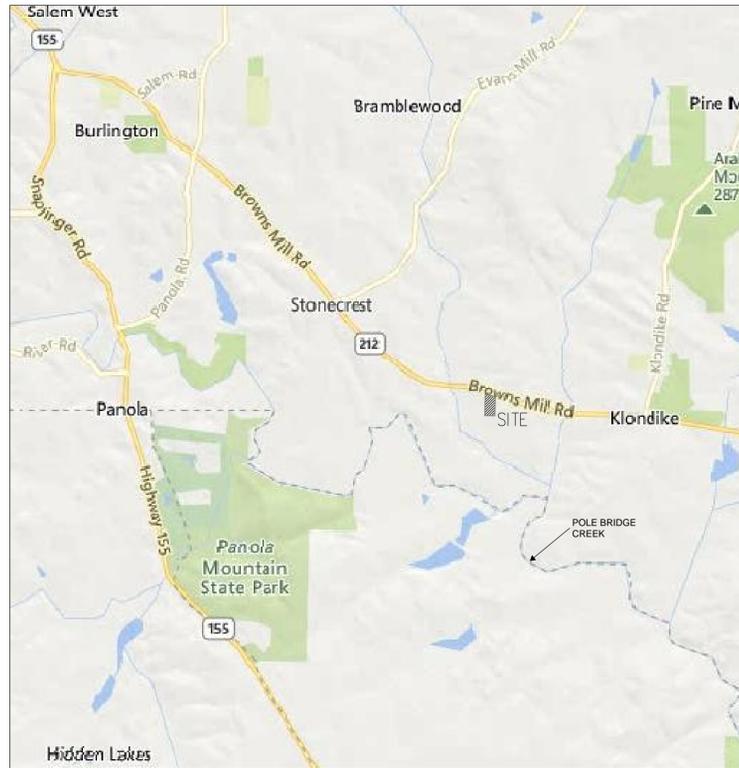


Mayor and City Council

ADJACENT ZONING AND LAND USE		
	Zoning	Zoning Land Use
Adjacent: North	R-100(Residential Medium Lot) District	Single-family
Adjacent: East	R-100 (Residential Medium Lot) District	Single-family
Adjacent: South	R-100 (Residential Medium Lot District) and RSM (Residential Small Lot)	Single-Family
Adjacent: West	R-100 (Med Residential)	Single-family Residential

STAFF RECOMMENDATION

The applicant has met all of the Preliminary Plat requirements stated in Section 14-88 of Chapter 14; therefore, staff recommends **APPROVAL** of SDP22-000015.



Vicinity Map
SCALE: N.T.S.

LAND DEVELOPMENT PLANS FOR THE ENCLAVE AT ARABIA MOUNTAIN SINGLE-FAMILY RESIDENTIAL SUBDIVISION

6301 BROWNS MILL RD
STONECREST, GA 30058
DeKalb County, Georgia
Parcel ID: 16 081 02 004

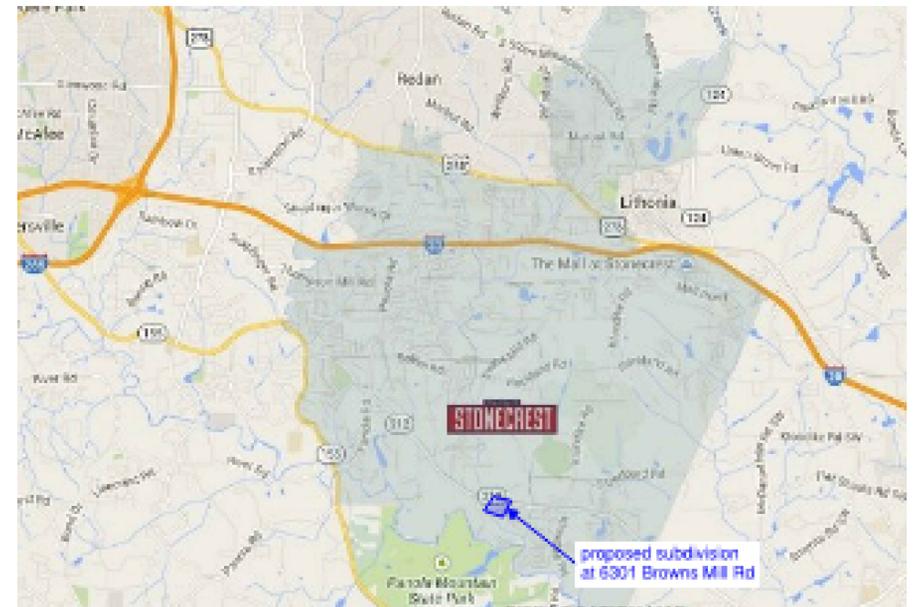
Zoning: R100 (Arabia Mountain Overlay District)

Revision 2: November 14, 2022

CITY OF STONECREST FILE #: LD22-000006

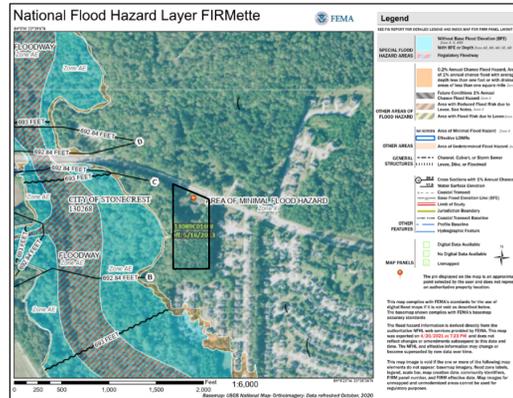
DEKALB COUNTY AP #: 3114072

GDOT FILE #: A-089-007764-7



STONECREST MAP
SCALE: N.T.S.

DEVELOPMENT STANDARDS (CITY OF STONECREST)	
DESCRIPTION	REQUIREMENT
MINIMUM STREET CENTERLINE OFFSET	125FT
INTERSECTION ANGLE	90-DEG (NOT LESS THAN 75-DEG)
MINIMUM RIGHT-OF-WAY WIDTH	50FT (LOCAL STREET)
MAXIMUM LENGTH OF CUL-DE-SAC STREET	1,200FT
MINIMUM R.O.W. RADIUS AT CUL-DE-SAC	50FT
MAXIMUM STREET GRADE	12%
MINIMUM STREET GRADE	1%
MAXIMUM LENGTH OF 1% GRADE	300FT
MINIMUM HORIZONTAL RADIUS	90FT (20 MPH DESIGN SPEED)
MINIMUM SITE DISTANCE	280FT
DECELERATION LANE - TAPER	50FT (45 MPH)
DECELERATION LANE - STACKING LENGTH	150FT (45 MPH)
MINIMUM SIDEWALK WIDTH:	5FT
MINIMUM LANDSCAPE STRIP WIDTH:	5FT
ROADWAY PAVEMENT SECTION:	
GAB:	8"
BINDER:	2" (19MM)
TOPPING:	1" (9.5MM TYPE II, OR 12.5MM)



FEMA Flood Map
SCALE: N.T.S.

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP # 13089C0169J DATED MAY 16, 2016, THIS SITE IS NOT LOCATED WITHIN A 100-YEAR FLOOD ZONE

This plat has been submitted to and accepted by the Planning & Zoning Department for the City of Stonecrest, Georgia and has been approved as required by state law and city codes as meeting all conditions precedent to recording in the superior court of this circuit.

Director, Department of Planning & Zoning _____ Date _____

PROJECT SUMMARY

THE PROPERTY IS PRESENTLY UNDEVELOPED WITH ESTABLISHED WOODS AND IS GENTLY SLOPING. THE PROPOSED DEVELOPMENT IS A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT. THE SITE IS LOCATED IN THE ARABIA MOUNTAIN OVERLAY DISTRICT. CITY OF STONECREST, DESIGN STANDARDS WILL THEREFORE COMPLY WITH THE OVERLAY DISTRICT ORDINANCE.

PROPERTY INFORMATION

ADDRESS: 6301 BROWNS MILL ROAD STONECREST, GA 30038

PARCEL ID: 16 081 02 004

CURRENT ZONING: R100

LOT SIZE: 6.07AC

STATE ROAD: SR-212

POSTED SPEED LIMIT: 45MPH

DEVELOPMENT SUMMARY

SITE AREA:	6.09 AC
DISTURBED AREA:	3.20 AC
UNDEVELOPABLE AREAS:	
STREAMS BUFFERS:	0.00 AC
TRANSITIONAL BUFFERS:	1.20 AC
UNDISTURBED NATURAL AREA:	0.65 AC
WETLANDS:	0.00 AC
ROCK OUTCROPPINGS:	0.00 AC
SLOPES STEEPER THAN 2:1:	0.00 AC
ARCHAEOLOGICAL SITES:	0.00 AC
FLOODPLAINS:	0.00 AC
DEDICATED RIGHT-OF-WAY:	1.25 AC
TOTAL UNDEVELOPABLE AREAS:	3.10 AC
DEVELOPABLE AREAS (6.09-3.10):	2.99 AC
MAX. NO OF LOTS @ 8 UNITS/AC:	23 LOTS
NO. OF LOTS:	18
GREEN SPACE:	
REQUIRED (30% x 6.09):	1.83 AC
PROVIDED:	
25FT BUFFER:	1.20 AC
UNDISTURBED/GREENSPACE:	0.65 AC
TOTAL PROVIDED:	1.85 AC

DEVELOPMENT STANDARDS (ARABIAN MOUNTAINS OVERLAY DISTRICT)

DESCRIPTION	REQUIREMENT
MAXIMUM DENSITY:	8 UNITS/AC (of developable land)
UNDEVELOPABLE LANDS INCLUDE:	STREAMS & BUFFERS WETLANDS SLOPES STEEPER THAN 1:2 FLOODPLAINS RIGHT-OF-WAY
LOT AREA:	7,500SF (10,000SF ON PERIPHERY)
LOT WIDTH:	70FT (35FT AT CUL-DE-SAC)
LOT COVERAGE:	50%
FRONT SETBACK:	20FT
SIDE SETBACK:	10FT
REAR SETBACK:	20FT (NOT SPECIFIED, USE FRONT SETBACK)
GREEN SPACE:	30% (OF TOTAL LAND AREA) (65% OF THE GREEN SPACE IN A CONTIGUOUS TRACT)
GREEN SPACE INCLUDES:	1. NATURAL UNDISTURBED AREAS 2. PASSIVE RECREATIONAL AREAS 3. TRAILS AND GREEN WAYS 4. BIKEWAYS AND PATHS 5. MATURE WOODED AREAS
CUL-DE-SAC DIMENSIONS:	
MAXIMUM INTERNAL RADIUS:	35 FT
INNER CIRCLE TURN-AROUND:	GRASSED
PAVED LANE WIDTH:	16 FT
BUFFER REQUIREMENTS:	
EXTERIOR BUFFER INCLUDED IN REQUIRED GREEN SPACE	
NOT INCLUDED AS PART OF PLATTED LOTS	
LOTS LESS THAN 10,000SF:	25FT
MAXIMUM CLEARING & GRADING	35% (OF NET AREA)

DRAWING INDEX

- 2 C-100 COVER SHEET
- 2 C-101 GENERAL NOTES & LEGEND
- 2 C-110 EXISTING CONDITIONS PLAN
- C-120 DEMOLITION PLAN
- 2 C-200 SITE PLAN
- C-201 SITE ENTRANCE PLAN
- C-202 SIGHT DISTANCE PLAN
- 2 C-203 PRELIMINARY PLAT
- C-210 GRADING & DRAINAGE PLAN
- 2 C-220 STORMWATER MANAGEMENT PLAN
- 2 C-230 UTILITY PLAN
- C-240 WALL PLAN & PROFILE
- C-250 STORM PIPE PLAN & PROFILES
- C-260 SEWER PIPE PLAN & PROFILES
- C-261 OUTFALL SEWER PLAN & PROFILE
- C-270 ROADWAY PLAN & PROFILE
- C-300 EROSION CONTROL PLAN - PHASE 1
- C-301 EROSION CONTROL PLAN - PHASE 2
- C-302 EROSION CONTROL PLAN - PHASE 3
- C-400 CONSTRUCTION DETAILS
- C-401 CONSTRUCTION DETAILS
- C-402 CONSTRUCTION DETAILS
- C-500 EROSION CONTROL DETAILS
- C-501 EROSION CONTROL DETAILS
- C-502 EROSION CONTROL DETAILS
- C-600 NPDES SWPPP
- C-601 NPDES CHECK LIST
- T.01 EXISTING TREE SURVEY
- T.02 TREE PROTECTION PLAN
- T.03 TREE REPLACEMENT PLAN

*Indicates drawing included in the preliminary plat application

ENGINEER'S CERTIFICATION STATEMENT

WITH MY INITIALS AT THE LINE ABOVE AND MY SEAL AND SIGNATURE BELOW, I

SAMUEL MCINTOSH _____

A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF GEORGIA, HEREBY CERTIFY THAT I HAVE PERSONALLY REVIEWED THE ATTACHED SUBMITTAL PLANS FOR A LAND DISTURBANCE PERMIT. IN MY OPINION THESE SUBMITTAL PLANS MEET ALL APPLICABLE REGULATIONS AND ORDINANCES OF DEKALB COUNTY, DEKALB COUNTY AND OTHER AFFECTED PARTIES MAY RELY ON THIS CERTIFICATION.

SIGNED: Sam McIntosh GEORGIA REGISTRATION # PE025100

STATEMENT

I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION.

Sam McIntosh 10/4/2022

DEVELOPER

WSM ASSOCIATES, LLC
CONTACT: WAYNE S. MOREHEAD
3112 MAIN STREET, SUITE 200
DULUTH, GA 30096
TEL. 678-641-2284
EMAIL: wmorehead@seedcapitalinvestment.com
(Agent authorized to receive all notices required by these regulations.)

24 HOUR CONTACT

WAYNE S. MOREHEAD
TEL. 678-641-2284

ENGINEER

CIVITECH CONSULTING, LLC
CONTACT: SAMUEL MCINTOSH, P.E.
2302 Parklake Dr, N.E., Suite 625
Atlanta, GA 30345
TEL. 770-756-4699
EMAIL: smcintosh@civitechconsulting.com

COVER SHEET



72 HRS NOTICE IS REQUIRED TO GEORGIA 811 UTILITY PROTECTION CENTER BEFORE ANY PLANNED DIGGING
http://www.georgia811.com



Item XIII. b.

10/24/22 1 Address City Comments

11/14/22 2 Address City Comments

DATE REV. NO. REVISION

CivTech Consulting, LLC
2302 PARKLAKE DR., N.E., SUITE 625
ATLANTA, GA 30345
TEL. 770-756-1270

CivTech Consulting

THE ENCLAVE AT ARABIA MOUNTAIN
6301 BROWNS MILL RD
LITHONIA, GA 30038

11/14/2022

SCALE: AS SHOWN

DATE: 11/14/2022

DRAWN BY: JL

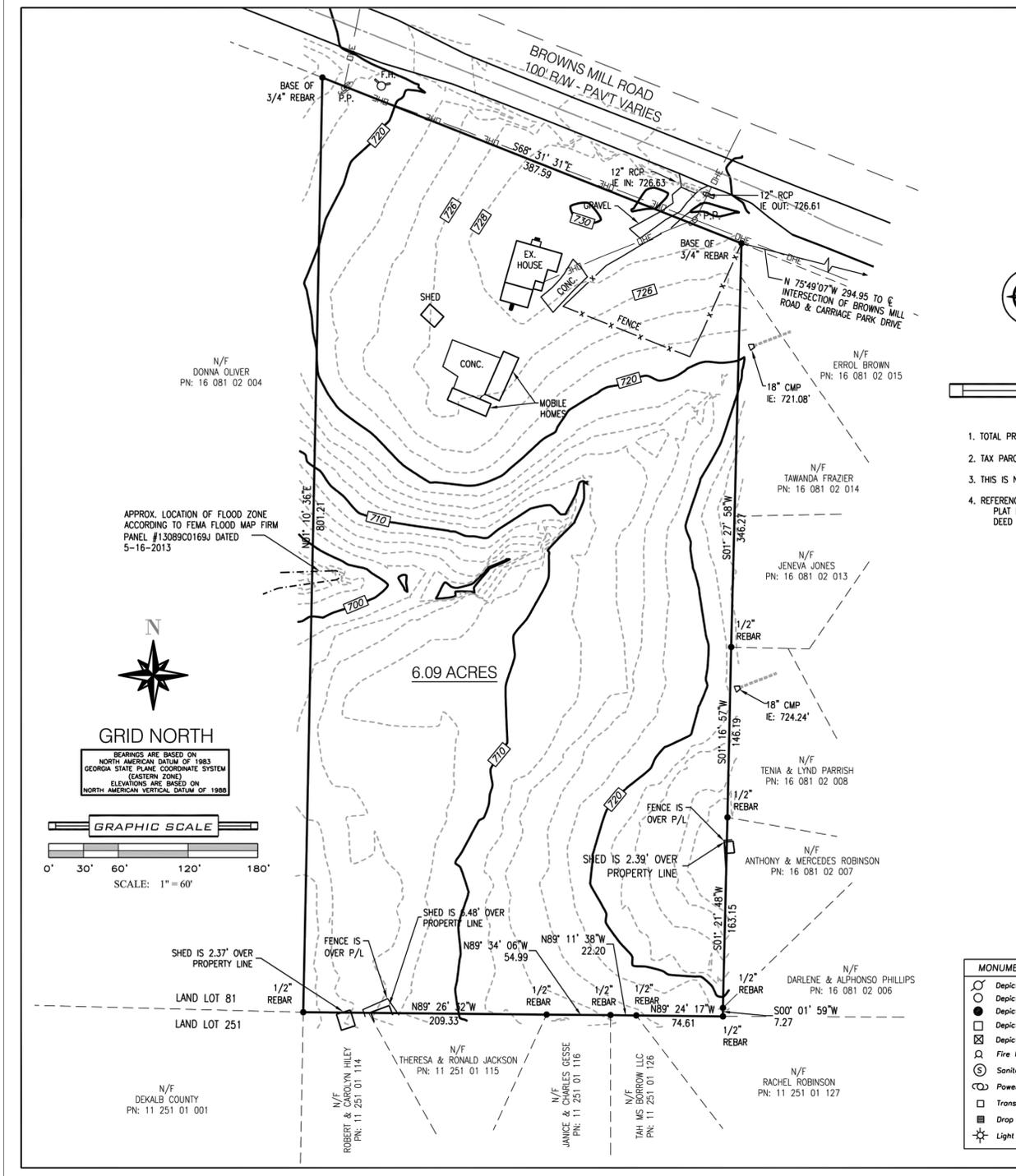
CHECKED BY: SMG

APPROVED BY: SMG

SHEET OF SHEETS

DRAWING NO: C-100

ISSUED FOR PRELIMINARY PLAT



DUSOUTH
SURVEYING & ENGINEERING, INC.
23 BARNETT SHOALS RD.
WATKINSVILLE, GA 30677
706.319.1961 OFFICE
Email: dsouthsurveying@gmail.com
Online: www.dsouthsurveying.com

PROJECT DATA

1. TOTAL PROJECT ACREAGE: 6.09 ACRES
2. TAX PARCEL #: 16 081 02 004
3. THIS IS NOT A BOUNDARY SURVEY.
4. REFERENCES:
PLAT BOOK 106 PAGE 8
DEED BOOK 24288 PAGE 717

TOPOGRAPHIC SURVEY FOR:

WSM ASSOCIATES, LLC

6301 BROWNS MILL ROAD
CITY OF STONECREST
81st LAND LOT
DEKALB COUNTY, GEORGIA

CHANGES	DATE

DATE
11-15-2021

PROJECT
21-172

TOPOGRAPHIC SURVEY

MONUMENTATION LEGEND	
	Depicts Computed Point Only
	Depicts Iron Pin Set
	Depicts Iron Pin Found
	Depicts Monument Set
	Depicts Monument Found
	Fire Hydrant
	Sanitary Sewer
	Power Pole
	Drop Inlet
	Light Pole

PLAT ABBREVIATIONS	
IPF	IRON PIN FOUND (1/2" REBAR)
IPS	IRON PIN SET (1/2" REBAR)
OTP	OPEN TOP PIPE
CTP	CONCRETE TOP PIPE
CMF	CONCRETE MONUMENT FOUND
LLL	LAND LOT LINE
R/W	RIGHT OF WAY
TPOB	TRUE POINT OF BEGINNING
POB	POINT OF BEGINNING
POR	POINT OF REFERENCE
CL	CENTERLINE
PL	PROPERTY LINE
SF	SQUARE FOOT
CONC	CONCRETE
SSMH	SANITARY SEWER MANHOLE
JB	JUNCTION BOX
DI	DROP INLET
SWCB	SINGLE WING CATCH BASIN
DWCB	DOUBLE WING CATCH BASIN
HW	HEADWALL
PP	POWER POLE
LP	LIGHT POLE
UP	UTILITY POLE
WM	WATER METER
WW	WATER VALVE
FH	FIRE HYDRANT



ENGINEER'S NOTE
THIS SURVEY WAS PREPARED BY DUSOUTH SURVEYING & ENGINEERING, INC. CIVTECH CONSULTING, LLC (CIVTECH) ASSUMES THAT THIS SURVEY REPRESENTS EXISTING CONDITIONS ON THE GROUND TO AN ACCEPTABLE DEGREE OF ACCURACY. CIVTECH RELIES ON THIS SURVEY TO PREPARE THE SITE DEVELOPMENT PLANS FOR THE PROPOSED DEVELOPMENT. USERS OF THESE DEVELOPMENT PLANS ACCEPTS THAT CIVTECH ASSUMES NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS DISCOVERED IN THE FIELD DURING CONSTRUCTION ASSOCIATED WITH THIS SURVEY.

DEVELOPER
WSM ASSOCIATES, LLC
CONTACT: WAYNE S. MOREHEAD
3112 MAIN STREET, SUITE 200
DULUTH, GA 30096
TEL: 678-641-2284
EMAIL: wmorehead@seedcapitalinvestment.com

24 HOUR CONTACT
WAYNE S. MOREHEAD
TEL: 678-641-2284

ENGINEER
CIVTECH CONSULTING, LLC
CONTACT: SAMUEL MCINTOSH, P.E.
2302 Parklake Dr. N.E., Suite 625
Atlanta, GA 30345
TEL: 770-756-4699
EMAIL: smcintosh@civtechconsulting.com

EXISTING CONDITIONS PLAN

DATE	REV. NO.	REVISION
7/11/2022	1	Address Review comments
10/4/2022	2	Address Review comments

CivTech Consulting, LLC
2302 PARKLAKE DR., N.E., SUITE 625
ATLANTA, GA 30345
TEL: 770-756-1270

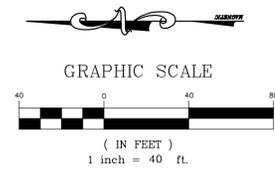
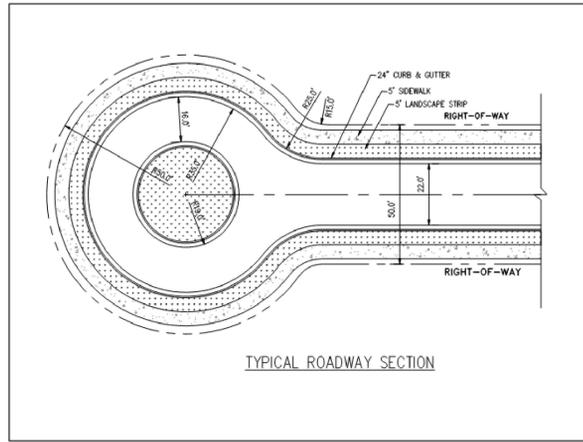
THE ENCLAVE AT ARABIA MOUNTAIN
6301 BROWNS MILL RD
STONECREST, GA 30038



DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
10/4/2022	1/8"=30'	SMC	JL	SMC	SMC

SHEET OF SHEETS
DRAWING NO: C-110

ISSUED FOR PRELIMINARY PLAT



DATE	REV. NO.	REVISION
10/24/22	1	Address City Comments
11/14/22	2	Address City Comments

CivTech Consulting, LLC
 2302 PARKLAKE DR., N.E., SUITE 625
 ATLANTA, GA 30345
 TEL. 770-756-1270

THE ENCLAVE AT ARABIA MOUNTAIN
 6301 BROWNS MILL RD
 LITHONIA, GA 30038



DATE	SCALE	AS SHOWN	DESIGNED BY	SMG	DRAWN BY	JL	CHECKED BY	SMG	APPROVED BY	SMG
11/14/2022										

SHEET OF SHEETS

DRAWING NO. **C-200**

ISSUED FOR PRELIMINARY PLAN

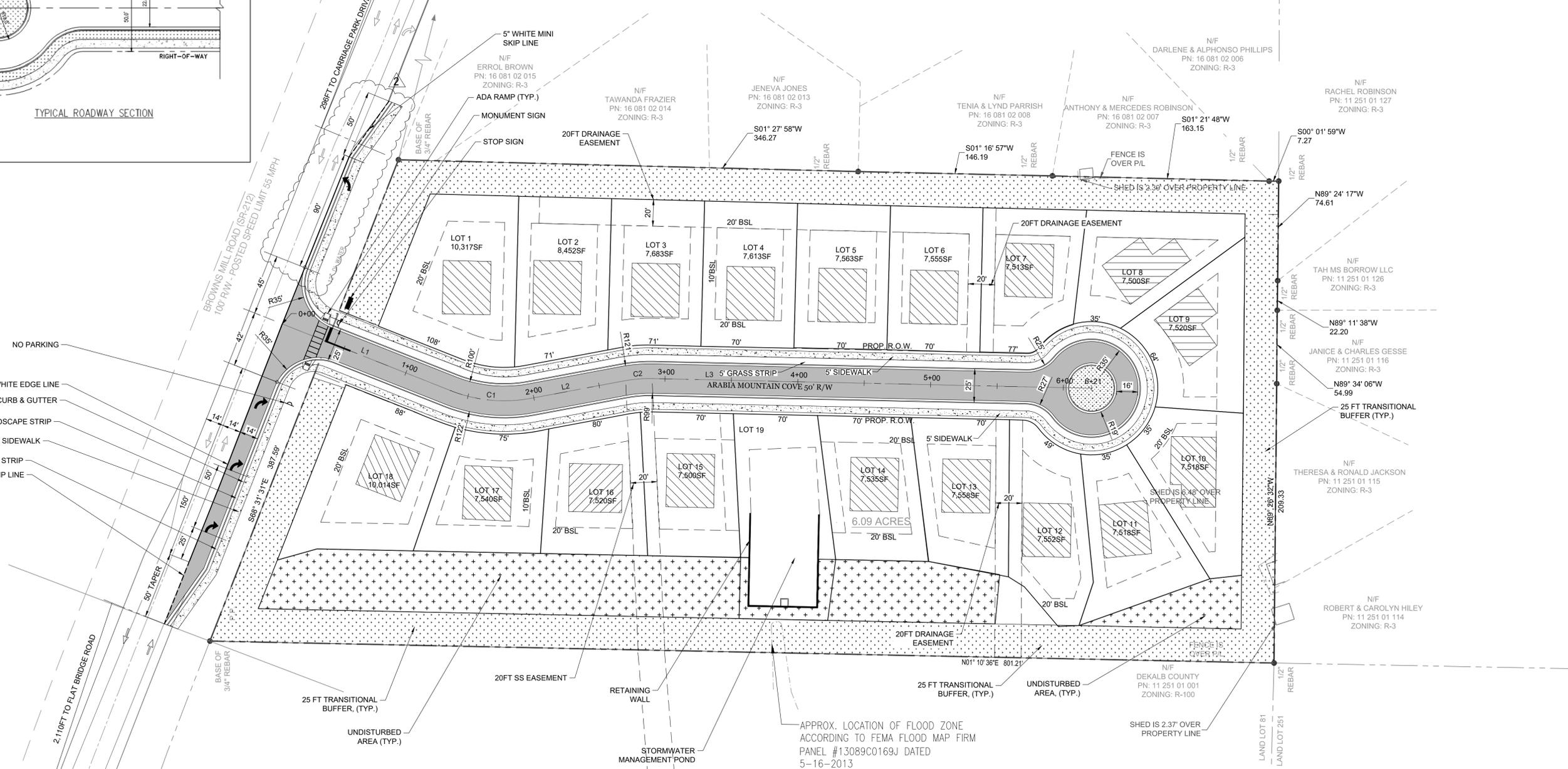


72 HRS NOTICE IS REQUIRED TO GEORGIA 811 UTILITY PROTECTION CENTER BEFORE ANY PLANNED DIGGING
<http://www.georgia811.com>

DEVELOPER
 WSM ASSOCIATES, LLC
 CONTACT: WAYNE S. MOREHEAD
 3112 MAIN STREET, SUITE 200
 DULUTH, GA 30096
 TEL. 678-641-2284
 EMAIL: wmorehead@seedcapitalinvestment.com

24 HOUR CONTACT
 WAYNE S. MOREHEAD
 TEL. 678-641-2284

ENGINEER
 CIVTECH CONSULTING, LLC
 CONTACT: SAMUEL MCINTOSH, P.E.
 2302 Parklake Dr. N.E., Suite 625
 Atlanta, GA 30345
 TEL. 770-756-4699
 EMAIL: smcintosh@civtechconsulting.com



CURVE TABLE: ALIGNMENTS

CURVE #	RADIUS	LENGTH	CHORD DIRECTION	START POINT	END POINT
C1	110.00'	61.62'	S05° 28' 10.68"W	N: 1326767.16 E: 2303239.32	N: 1326706.62 E: 2303233.52
C2	110.00'	22.68'	S04° 41' 52.41"E	N: 1326637.16 E: 2303246.49	N: 1326614.59 E: 2303248.35

LINE TABLE: ALIGNMENTS

LINE #	LENGTH	DIRECTION	START POINT	END POINT
L1	136.20'	S21° 31' 02.97"W	N: 1326893.87 E: 2303289.28	N: 1326767.16 E: 2303239.32
L2	70.66'	S10° 34' 41.60"E	N: 1326706.62 E: 2303233.52	N: 1326637.16 E: 2303246.49
L3	329.98'	S01° 15' 39.60"W	N: 1326614.59 E: 2303248.35	N: 1326284.69 E: 2303241.09

SITE LAYOUT PLAN

10/24/22	1	Address City Comments
11/14/22	2	Address City Comments
		DATE
		REV. NO.
		REVISION

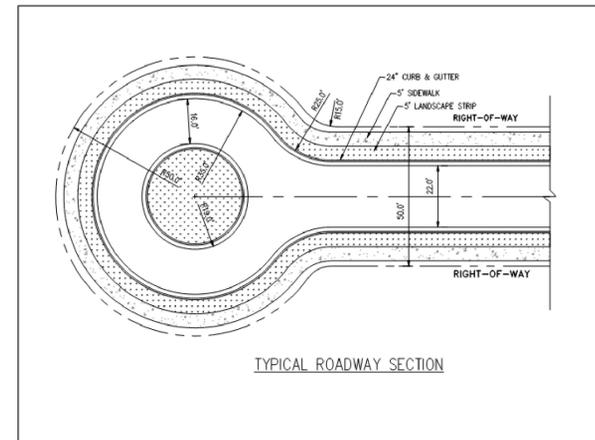
CivTech Consulting, LLC
 2302 PARKLAKE DR., N.E., SUITE 625
 ATLANTA, GA 30345
 TEL. 770-756-1270

THE ENCLAVE AT ARABIA MOUNTAIN
 6301 BROWNS MILL RD
 LITHONIA, GA 30038



SCALE: AS SHOWN	DATE: 11/14/2022	DESIGNED BY: SMG
DRAWN BY: JL	CHECKED BY: SMG	APPROVED BY: SMG
SHEET	OF	SHEETS
DRAWING NO. C-203		

ISSUED FOR CONSTRUCTION

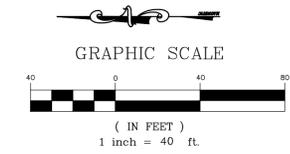


This plat has been submitted to and accepted by the Planning & Zoning Department for the City of Stonecrest, Georgia and has been approved as required by state law and city codes as meeting all conditions precedent to recording in the superior court of this circuit.

Director, Department of Planning & Zoning _____ Date _____

CURVE #	RADIUS	LENGTH	CHORD DIRECTION	START POINT	END POINT
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L3	329.98'	S01° 15' 39.60"W	N: 1326614.59 E: 2303248.35	N: 1326284.69 E: 2303241.09



PROPERTY INFORMATION
 SUBDIVISION NAME: THE ENCLAVE AT ARABIA MOUNTAIN
 ADDRESS: 6301 BROWNS MILL RD, STONECREST, GA
 ZONING: R-100
 AREA: 6.09AC
 PARCEL ID: 16 081 02 004
 NUMBER OF LOTS: 18

DEVELOPER
 WSM ASSOCIATES, LLC
 CONTACT: WAYNE S. MOREHEAD
 3112 MAIN STREET, SUITE 200
 DULUTH, GA 30096
 TEL: 678-641-2284
 EMAIL: wmorehead@seedcapitalinvestment.com

AUTHORIZED AGENT
 NAME: WAYNE MOREHEAD
 ADDRESS: 3112 MAIN STREET
 SUITE 200
 DULUTH, GA 30096
 PHONE: 678-641-2284
 EMAIL: wmorehead@seedcapitalinvestment.com

ENGINEER
 CIVTECH CONSULTING, LLC
 CONTACT: SAMUEL MCINTOSH, P.E.
 2302 PARKLAKE DR. N.E., SUITE 625
 ATLANTA, GA 30345
 TEL: 770-756-4699
 EMAIL: smcintosh@civtechconsulting.com

APPLICANT CERTIFICATION
 APPLICANT HEREBY CERTIFIES THAT NO LOTS PLATTED ARE NONCONFORMING OR WILL RESULT IN ANY NONCONFORMING LOTS

WAYNE MOREHEAD
 APPLICANT NAME SIGNATURE

SOIL TYPES ON SITE
 GeC - Gwinnett Sandy Loam, Group B, 0.57 to 1.98 in./hr, 6 to 10 percent slopes
 GeD - Gwinnett Sandy Loam, Group B, 0.57 to 1.98 in./hr, 6 to 10 percent slopes
 HsB - Halwassee Sandy Loam, Group B, 0.57 to 1.98 in./hr, 2 to 6 percent slopes
 Tf - Toccoa Sandy Loam, Group A, 1.98 to 5.95 in./hr, 0 to 2 percent slopes

- NOTES:
- THERE ARE NO HISTORIC RESOURCES ON THE SITE
 - THERE ARE NO WETLAND OR STREAM BUFFERS ON SITE
 - THERE IS ONE SINGLE-STORY WOODEN STRUCTURE ON SITE TO BE DEMOLISHED
 - THERE IS NO PRIOR SUBDIVISION ON THE PROPERTY
 - THERE IS NO CONDITION OF ZONING ASSOCIATED WITH THIS PROPERTY
 - THERE ARE NO SPECIAL ADMINISTRATIVE PERMIT NUMBER, SPECIAL LAND USE PERMIT OR BOARD OF APPEALS PERMIT ASSOCIATED WITH THIS PROPERTY
 - THERE ARE NO VARIANCES ISSUED FOR THIS PROPERTY
 - THERE ARE NO EXISTING SEWER MAINS OR SEWER EASEMENTS ON THIS PROPERTY
 - THERE ARE NO WATER EASEMENTS ON SITE
 - THERE ARE NO BURY PITS ON THE PROPERTY
 - ALL UTILITIES, INCLUDING ELECTRICAL SERVICE, WILL BE INSTALLED UNDERGROUND.
 - THE SUBDIVISION WILL BE GOVERNED BY A MANDATORY HOMEOWNERS ASSOCIATION.
 - ONLY STREET RIGHTS-OF-WAY IS TO BE DEDICATED TO THE CITY OF STONECREST.
 - 25FT TRANSITIONAL AREA, UNDISTURBED AREA AND DETENTION POND AREA (LOT 19) SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

Engineer's Acknowledgment
 In my opinion, this plat, drawn by me or under my supervision, was made from an actual survey, and is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.

Sam McIntosh PE NO.: 25100

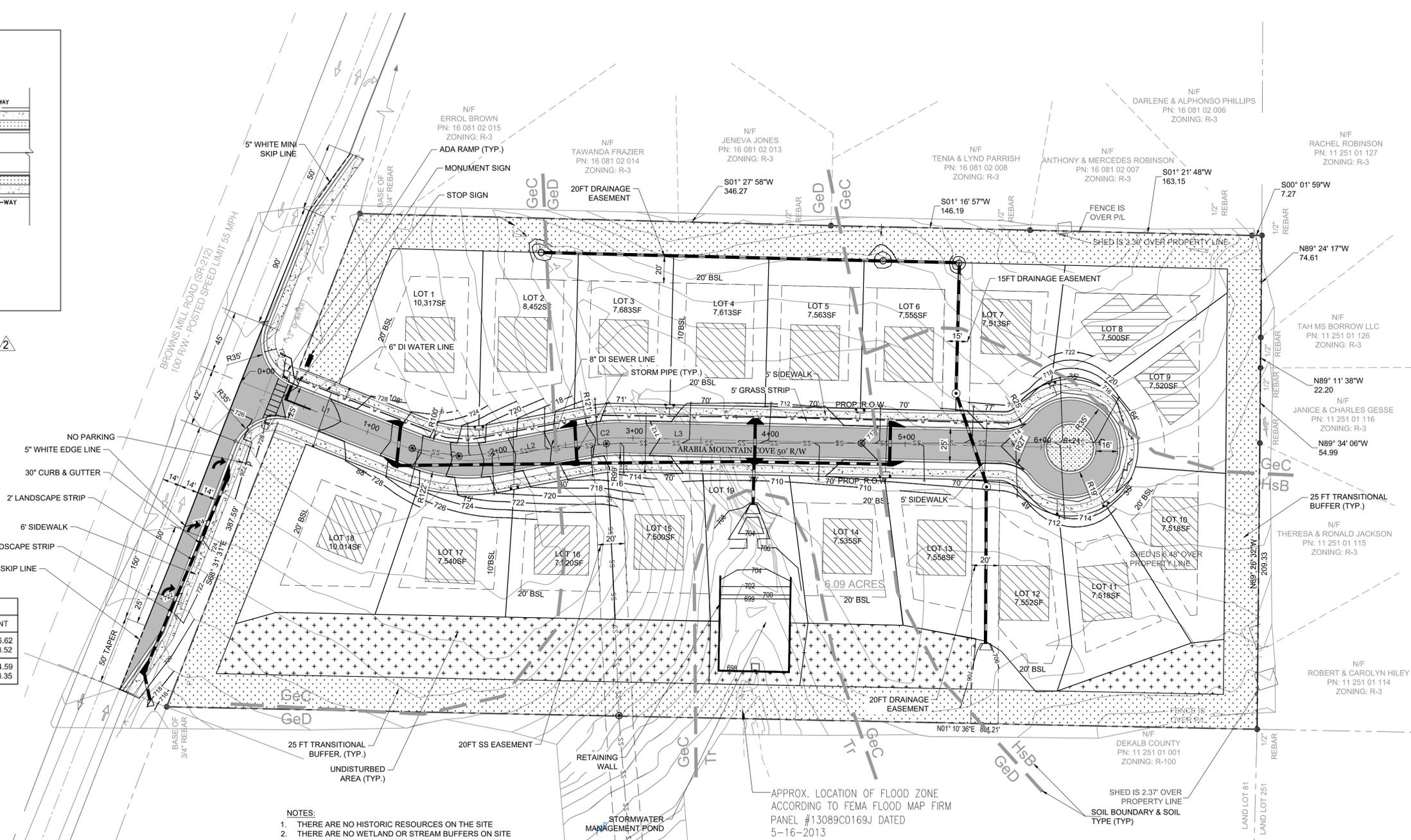
Owner's Acknowledgment
 I, Wayne Morehead, the owner of the land shown on this plat and whose name is subscribed hereto, acknowledges that this plat was made from an actual survey, and for value received the sufficiency of which is hereby acknowledged, do hereby convey all rights-of-way abutting the roads to the City of Stonecrest, and further dedicate to the use of the public forever all streets and rights-of-way, alleys, parks, easements and public places hereon shown for the purposes and considerations herein expressed. In consideration of the approval of this development plan and other valuable considerations, the owner further releases and holds harmless City of Stonecrest from any and all claims, damages or demands arising on account of the design, construction and maintenance of the property shown hereon; on account of the roads, fills, embankments, ditches, cross-drains, culverts, water mains, sewer lines, and bridges within the proposed rights-of-way and easements shown; and on account of backwater, the collection and discharge of surface water, or the changing of courses of streams.

And further the owner warrants that he owns fee simple title to the property shown hereon and agrees that City of Stonecrest shall not be liable to him, his heirs, successors or assigns for any claims or damages resulting from the construction or maintenance of cross-drain extensions, drives, structures, streets, culverts, curbs or sidewalks, the changing of courses of streams and rivers, flooding from natural creeks and rivers, surface waters and any other matter whatsoever. I further warrant that I have the right to sell and convey the land according to this plat and do hereby bind myself and owners subsequent in title to defend by virtue of these present.

All roads have been properly designed and dedicated to accommodate any required parking in the right-of-way.
 In witness whereof, I have hereunto set my hand this 18 day of August, 2022

OWNER: Wayne Morehead
 WITNESS: [Signatures]
 NOTARY PUBLIC: [Signature]

PRELIMINARY PLAT



RESERVED FOR CITY/COUNTY STAMP

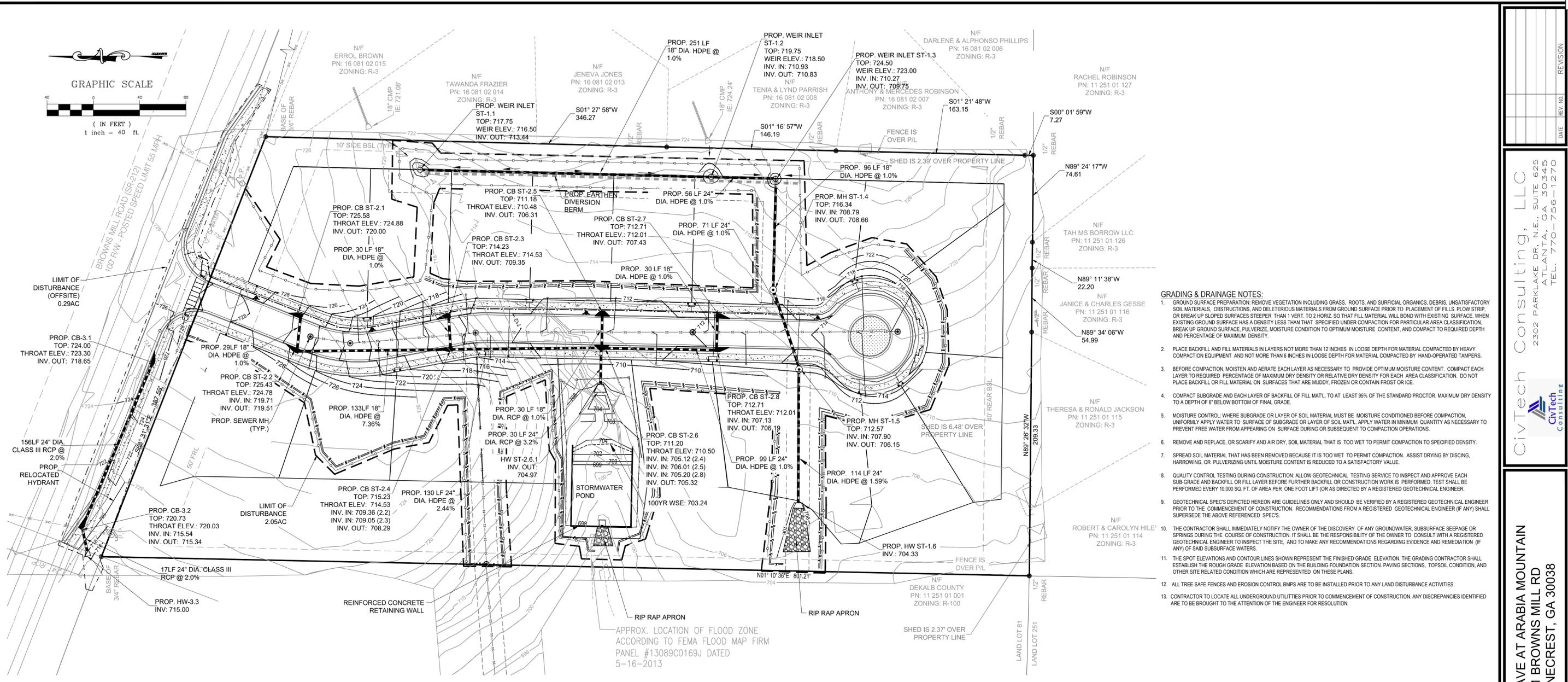
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TEL. 770-756-1270

THE ENCLAVE AT ARABIA MOUNTAIN
6301 BROWNS MILL RD
STONECREST, GA 30038

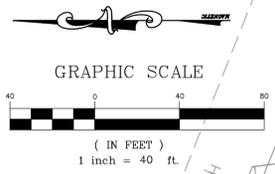


DATE: 7/11/22	SCALE: 1"=40'	DESIGNED BY: SMG
SHEET	DRAWN BY: JL	CHECKED BY: SMG
OF	APPROVED BY: SMG	
DRAWING NO:		
C-210		

ISSUED FOR PRELIMINARY PLAT



- GRADING & DRAINAGE NOTES:**
- GROUND SURFACE PREPARATION: REMOVE VEGETATION INCLUDING GRASS, ROOTS AND SURFICIAL ORGANICS, DEBRIS UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACEMENT OF FILLS, PLOW STRIP, OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERT. TO 2 HORIZ. SO THAT FILL MATERIAL WILL BOND WITH EXISTING SURFACE. WHEN EXISTING GROUND SURFACE HAS A DENSITY LESS THAN THAT SPECIFIED UNDER COMPACTION FOR PARTICULAR AREA CLASSIFICATION, BREAK UP GROUND SURFACE, PULVERIZE, MOISTURE CONDITION TO OPTIMUM MOISTURE CONTENT, AND COMPACT TO REQUIRED DEPTH AND PERCENTAGE OF MAXIMUM DENSITY.
 - PLACE BACKFILL AND FILL MATERIALS IN LAYERS NOT MORE THAN 12 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT AND NOT MORE THAN 6 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.
 - BEFORE COMPACTION, MOISTEN AND AERATE EACH LAYER AS NECESSARY TO PROVIDE OPTIMUM MOISTURE CONTENT. COMPACT EACH LAYER TO REQUIRED PERCENTAGE OF MAXIMUM DRY DENSITY OR RELATIVE DRY DENSITY FOR EACH AREA CLASSIFICATION. DO NOT PLACE BACKFILL OR FILL MATERIAL ON SURFACES THAT ARE MUDDY, FROZEN OR CONTAIN FROST OR ICE.
 - COMPACT SUBGRADE AND EACH LAYER OF BACKFILL OF FILL MATL. TO AT LEAST 95% OF THE STANDARD PROCTOR. MAXIMUM DRY DENSITY TO A DEPTH OF 6" BELOW BOTTOM OF FINAL GRADE.
 - MOISTURE CONTROL: WHERE SUBGRADE OR LAYER OF SOIL MATERIAL MUST BE MOISTURE CONDITIONED BEFORE COMPACTION, UNIFORMLY APPLY WATER TO SURFACE OF SUBGRADE OR LAYER OF SOIL MATL. APPLY WATER IN MINIMUM QUANTITY AS NECESSARY TO PREVENT FREE WATER FROM APPEARING ON SURFACE DURING OR SUBSEQUENT TO COMPACTION OPERATIONS.
 - REMOVE AND REPLACE, OR SCARIFY AND AIR DRY, SOIL MATERIAL THAT IS TOO WET TO PERMIT COMPACTION TO SPECIFIED DENSITY.
 - SPREAD SOIL MATERIAL THAT HAS BEEN REMOVED BECAUSE IT IS TOO WET TO PERMIT COMPACTION. ASSIST DRYING BY DISCING, HARROWING, OR PULVERIZING UNTIL MOISTURE CONTENT IS REDUCED TO A SATISFACTORY VALUE.
 - QUALITY CONTROL TESTING DURING CONSTRUCTION: ALLOW GEOTECHNICAL TESTING SERVICE TO INSPECT AND APPROVE EACH SUB-GRADE AND BACKFILL OR FILL LAYER BEFORE FURTHER BACKFILL OR CONSTRUCTION WORK IS PERFORMED. TEST SHALL BE PERFORMED EVERY 10,000 SQ. FT. OF AREA PER ONE FOOT LIFT (OR AS DIRECTED BY A REGISTERED GEOTECHNICAL ENGINEER).
 - GEOTECHNICAL SPECS DEPICTED HEREON ARE GUIDELINES ONLY AND SHOULD BE VERIFIED BY A REGISTERED GEOTECHNICAL ENGINEER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. RECOMMENDATIONS FROM A REGISTERED GEOTECHNICAL ENGINEER (IF ANY) SHALL SUPERSEDE THE ABOVE REFERENCED SPECS.
 - THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF THE DISCOVERY OF ANY GROUNDWATER, SUBSURFACE SEEPAGE OR SPRINGS DURING THE COURSE OF CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO CONSULT WITH A REGISTERED GEOTECHNICAL ENGINEER TO INSPECT THE SITE, AND TO MAKE ANY RECOMMENDATIONS REGARDING EVIDENCE AND REMEDIATION (IF ANY) OF SAID SUBSURFACE WATERS.
 - THE SPOT ELEVATIONS AND CONTOUR LINES SHOWN REPRESENT THE FINISHED GRADE ELEVATION. THE GRADING CONTRACTOR SHALL ESTABLISH THE ROUGH GRADE ELEVATION BASED ON THE BUILDING FOUNDATION SECTION, PAVING SECTIONS, TOPSOIL CONDITION, AND OTHER SITE RELATED CONDITION WHICH ARE REPRESENTED ON THESE PLANS.
 - ALL TREE SAFE FENCES AND EROSION CONTROL BMPs ARE TO BE INSTALLED PRIOR TO ANY LAND DISTURBANCE ACTIVITIES.
 - CONTRACTOR TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DISCREPANCIES IDENTIFIED ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION.



APPROX. LOCATION OF FLOOD ZONE
ACCORDING TO FEMA FLOOD MAP FIRM
PANEL #13089C0169J DATED
5-16-2013

GSWCC Georgia Soil and Water Conservation Commission
Samuel McIntosh
Level II Certified Design Professional
CERTIFICATION NUMBER: 0000024059
ISSUED: 11/21/2018 EXPIRES: 11/21/2021

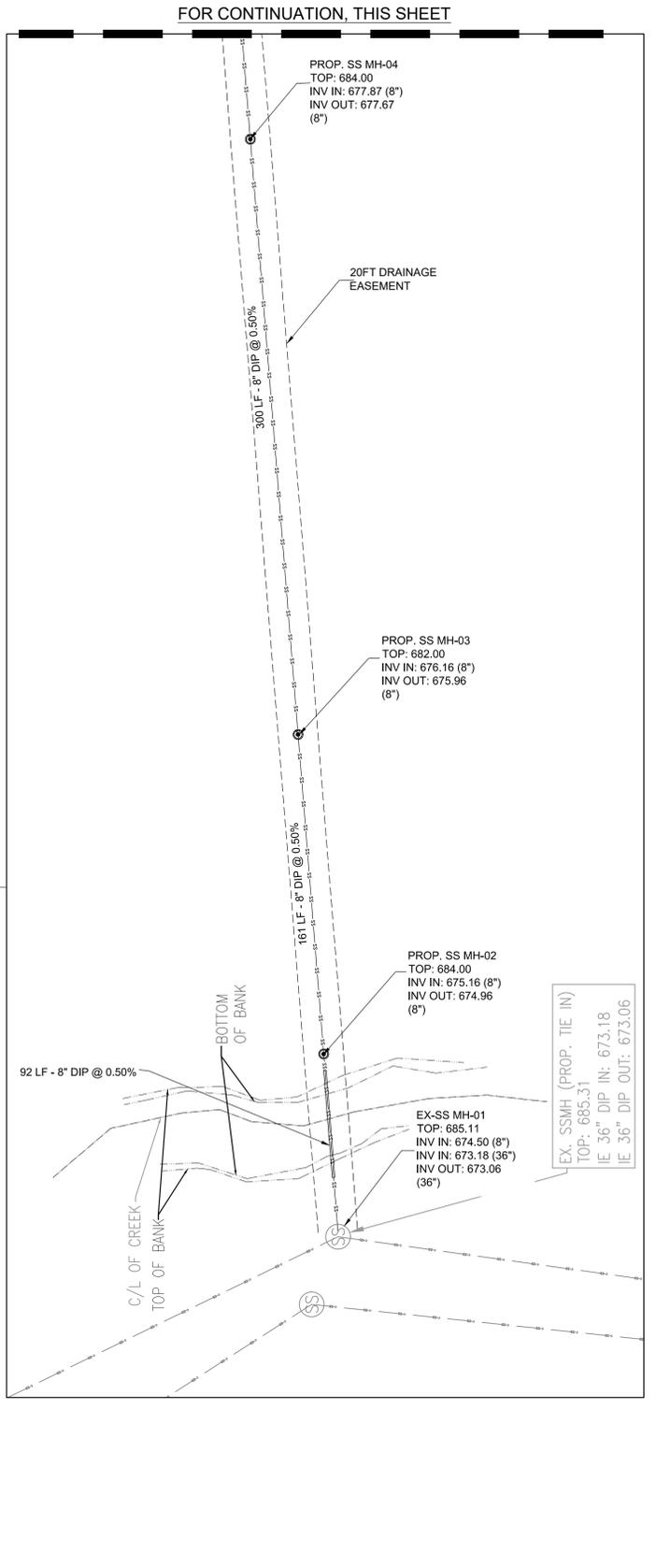
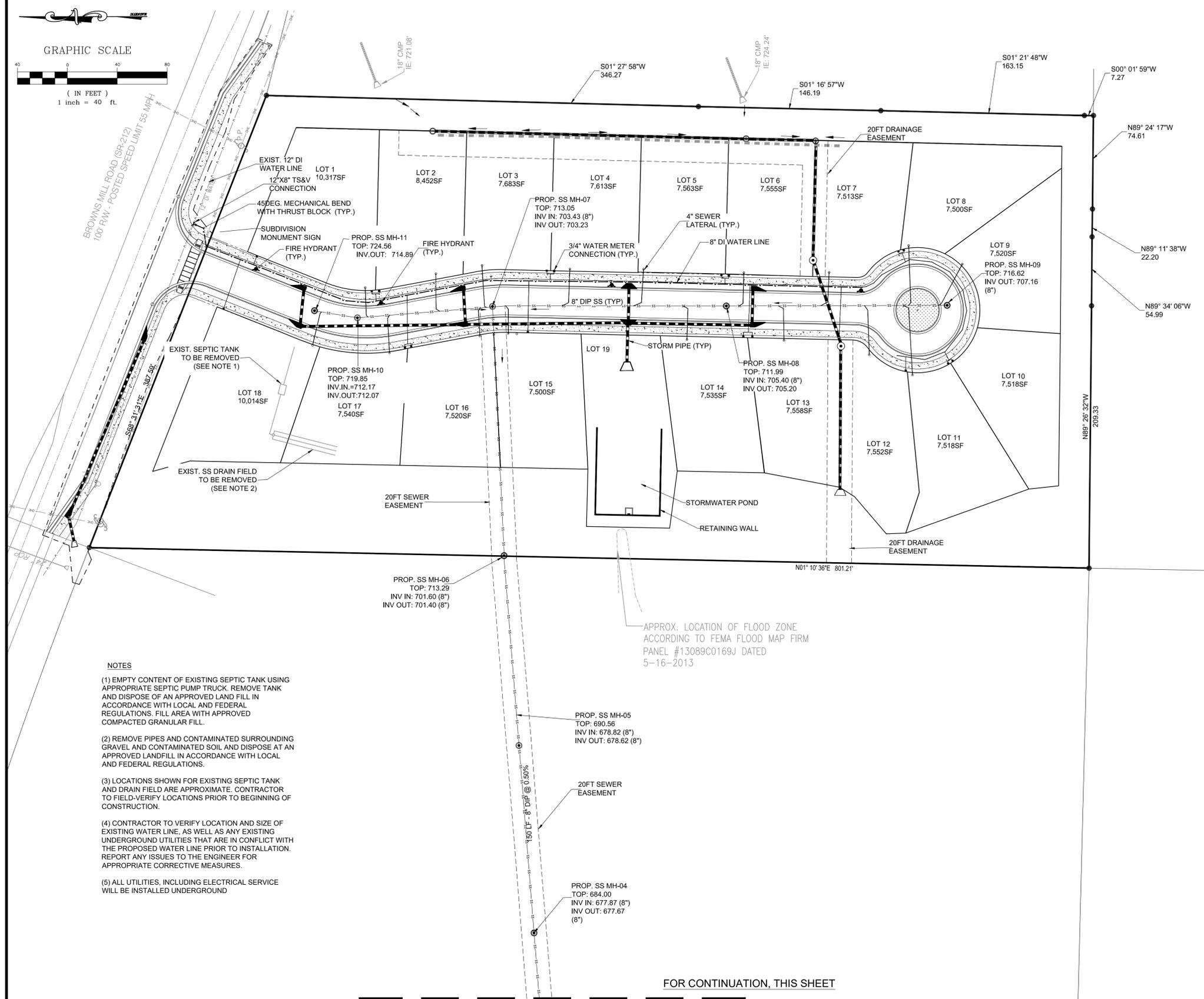
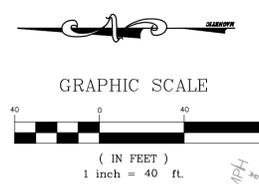
GEORGIA811
www.Georgia811.com
Know what's below.
Call before you dig.
72 HRS NOTICE IS REQUIRED TO GEORGIA 811 UTILITY PROTECTION CENTER BEFORE ANY PLANNED DIGGING
http://www.georgia811.com

DEVELOPER
WSM ASSOCIATES, LLC
CONTACT: WAYNE S. MOREHEAD
3112 MAIN STREET, SUITE 200
DULUTH, GA 30096
TEL. 678-641-2284
EMAIL: wmorehead@seedcapitalinvestment.com

24 HOUR CONTACT
WAYNE S. MOREHEAD
TEL. 678-641-2284

ENGINEER
CIVTECH CONSULTING, LLC
CONTACT: SAMUEL MCINTOSH, P.E.
2302 Parklake Dr, N.E., Suite 625
Atlanta, GA 30345
TEL. 770-756-4699
EMAIL: smcintosh@civtechconsulting.com

GRADING AND DRAINAGE PLAN



NOTES

- (1) EMPTY CONTENT OF EXISTING SEPTIC TANK USING APPROPRIATE SEPTIC PUMP TRUCK. REMOVE TANK AND DISPOSE OF AN APPROVED LAND FILL IN ACCORDANCE WITH LOCAL AND FEDERAL REGULATIONS. FILL AREA WITH APPROVED COMPACTED GRANULAR FILL.
- (2) REMOVE PIPES AND CONTAMINATED SURROUNDING GRAVEL AND CONTAMINATED SOIL AND DISPOSE AT AN APPROVED LANDFILL IN ACCORDANCE WITH LOCAL AND FEDERAL REGULATIONS.
- (3) LOCATIONS SHOWN FOR EXISTING SEPTIC TANK AND DRAIN FIELD ARE APPROXIMATE. CONTRACTOR TO FIELD-VERIFY LOCATIONS PRIOR TO BEGINNING OF CONSTRUCTION.
- (4) CONTRACTOR TO VERIFY LOCATION AND SIZE OF EXISTING WATER LINE, AS WELL AS ANY EXISTING UNDERGROUND UTILITIES THAT ARE IN CONFLICT WITH THE PROPOSED WATER LINE PRIOR TO INSTALLATION. REPORT ANY ISSUES TO THE ENGINEER FOR APPROPRIATE CORRECTIVE MEASURES.
- (5) ALL UTILITIES, INCLUDING ELECTRICAL SERVICE WILL BE INSTALLED UNDERGROUND

APPROX. LOCATION OF FLOOD ZONE ACCORDING TO FEMA FLOOD MAP FIRM PANEL #13089C0169J DATED 5-16-2013

FOR CONTINUATION, THIS SHEET

FOR CONTINUATION, THIS SHEET

DEVELOPER
WSM ASSOCIATES, LLC
CONTACT: WAYNE S. MOREHEAD
3112 MAIN STREET, SUITE 200
DULUTH, GA 30096
TEL: 678-641-2284
EMAIL: wmorehead@seedcapitalinvestment.com

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WAYNE S. MOREHEAD
TEL: 678-641-2284

ENGINEER
CIVTECH CONSULTING, LLC
CONTACT: SAMUEL MCINTOSH, P.E.
2302 Parklake Dr, N.E., Suite 625
Atlanta, GA 30345
TEL: 770-756-4699
EMAIL: smcintosh@civtechconsulting.com

DATE	REV. NO.	REVISION
10/24/22	1	Address City Comments
11/14/22	2	Address City Comments

CivTech Consulting, LLC
2302 PARKLAKE DR, N.E., SUITE 625
ATLANTA, GA 30345
TEL: 770-756-1270

THE ENCLAVE AT ARABIA MOUNTAIN
6301 BROWNS MILL RD
LITHONIA, GA 30038



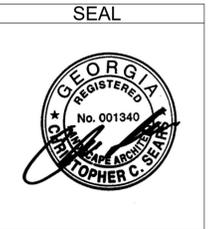
DATE:	11/14/2022
SCALE:	AS SHOWN
DESIGNED BY:	SMC
DRAWN BY:	JL
CHECKED BY:	SMC
APPROVED BY:	SMC
SHEET	OF
DRAWING NO.:	C-230

UTILITY PLAN

ISSUED FOR PRELIMINARY PLAT



P.O. BOX 767580
ROSWELL, GA 30076
770.452.1169
WWW.SEARSMITHLANDSCAPE.COM



THESE DRAWINGS PREPARED BY SEARS SMITH AND ASSOCIATES, INC. FOR THIS PROJECT ARE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, SEARS SMITH AND ASSOCIATES, INC. SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT. THESE DRAWINGS SHALL NOT BE USED BY OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING BY SEARS SMITH AND ASSOCIATES, INC.

REVISIONS		
#	DATE	REMARKS

PROJECT TITLE

BROWNS MILL ROAD
6301 BROWNS MILL ROAD
CITY OF STONECREST
81ST LAND LOT
DEKALB COUNTY, GEORGIA

PREPARED FOR:

Seed Capital
3112 MAIN ST
SUITE 200
DULUTH, GA
678.641.2284

SHEET TITLE
EXISTING TREE LOCATION AND ASSESSMENT SURVEY

DRAWN: RJC
CHECKED: CCS

DATE
JULY 7, 2022

CLIENT REVIEW
 FOR PERMIT / REVIEW
 BID SET
 CONSTRUCTION

SHEET NUMBER
T.01

SPECIMEN TREE ASSESSMENT

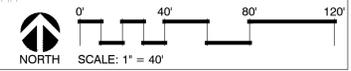
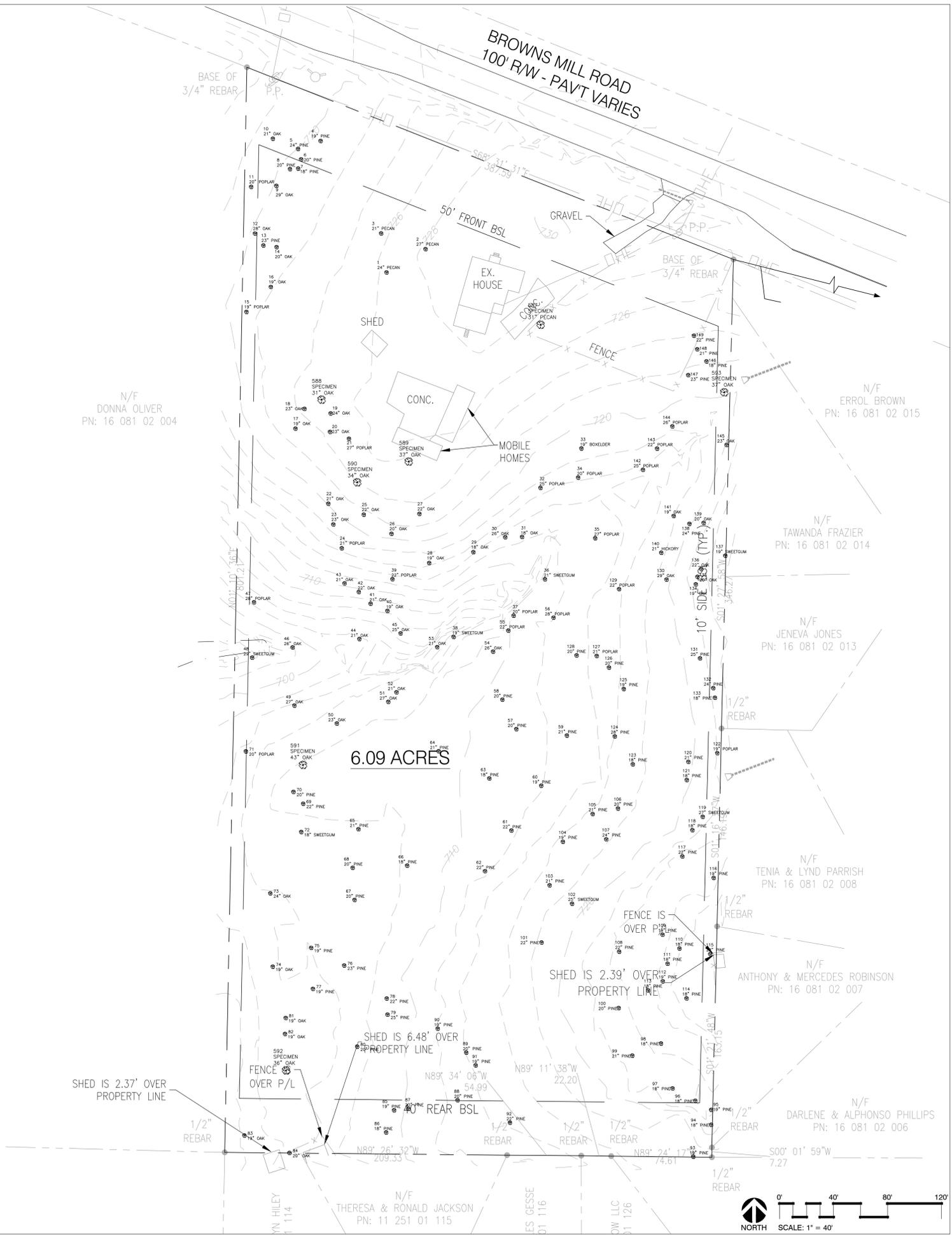
Tag Number	DBH	Species	Common Name	Condition	Notes
587	31	Carya althroventris	Pecan	Poor	Large wound at base with internal decay
588	31	Quercus alba	White oak	Good	
589	37	Quercus alba	White oak	Poor	Large wound at base with internal decay, actively falling trunk
590	34	Quercus alba	White oak	Good	
591	43	Quercus falcata	Southern red oak	Fair	Low split into two codominant trunks with included bark
592	36	Quercus nigra	Water oak	Fair	Low split into two codominant trunks with included bark
593	37	Quercus alba	White oak	Poor	Low split into four codominant trunks with included bark and one trunk dead

TREE ASSESSMENT

Survey Number	DBH	Species	Common Name	Notes
1	24	Carya althroventris	Pecan	
2	27	Carya althroventris	Pecan	
3	21	Carya althroventris	Pecan	
4	19	Pinus taeda	Loblolly pine	
5	24	Pinus taeda	Loblolly pine	
6	20	Pinus taeda	Loblolly pine	
7	18	Pinus taeda	Loblolly pine	
8	20	Pinus taeda	Loblolly pine	
9	29	Quercus falcata	Southern red oak	
10	21	Quercus falcata	Southern red oak	
11	20	Liriodendron tulipifera	Tulip poplar	
12	28	Quercus falcata	Southern red oak	
13	23	Pinus taeda	Loblolly pine	
14	20	Quercus nigra	Water oak	
15	19	Liriodendron tulipifera	Tulip poplar	
16	19	Quercus falcata	Southern red oak	
17	19	Quercus alba	White oak	
18	23	Quercus alba	White oak	
19	24	Quercus alba	White oak	
20	23	Quercus alba	White oak	
21	27	Liriodendron tulipifera	Tulip poplar	
22	21	Quercus alba	White oak	
23	23	Quercus falcata	Southern red oak	
24	21	Liriodendron tulipifera	Tulip poplar	
25	22	Quercus falcata	Southern red oak	
26	20	Quercus alba	White oak	
27	22	Quercus alba	White oak	
28	19	Quercus falcata	Southern red oak	
29	18	Quercus alba	White oak	
30	26	Quercus alba	White oak	
31	18	Quercus alba	White oak	
32	25	Liriodendron tulipifera	Tulip poplar	
33	19	Acer nigrolob	Boxelder	
34	20	Liriodendron tulipifera	Tulip poplar	
35	27	Liriodendron tulipifera	Tulip poplar	
36	21	Liquidambar styraciflua	Sweetgum	
37	20	Liriodendron tulipifera	Tulip poplar	
38	19	Liquidambar styraciflua	Sweetgum	
39	22	Liriodendron tulipifera	Tulip poplar	
40	19	Quercus alba	White oak	
41	21	Quercus alba	White oak	
42	22	Quercus alba	White oak	
43	21	Quercus alba	White oak	
44	21	Quercus alba	White oak	
45	25	Quercus alba	White oak	
46	26	Quercus alba	White oak	
47	28	Liriodendron tulipifera	Tulip poplar	
48	29	Liquidambar styraciflua	Sweetgum	
49	27	Quercus alba	White oak	
50	23	Quercus falcata	Southern red oak	
51	27	Quercus falcata	Southern red oak	
52	21	Quercus falcata	Southern red oak	
53	21	Quercus rubra	Northern red oak	
54	26	Quercus falcata	Southern red oak	
55	22	Liriodendron tulipifera	Tulip poplar	
56	28	Liriodendron tulipifera	Tulip poplar	
57	20	Pinus taeda	Loblolly pine	
58	20	Pinus taeda	Loblolly pine	
59	21	Pinus taeda	Loblolly pine	
60	19	Pinus taeda	Loblolly pine	
61	22	Pinus taeda	Loblolly pine	
62	22	Pinus taeda	Loblolly pine	
63	18	Pinus taeda	Loblolly pine	
64	21	Pinus taeda	Loblolly pine	
65	21	Pinus taeda	Loblolly pine	
66	18	Pinus taeda	Loblolly pine	
67	20	Pinus taeda	Loblolly pine	
68	20	Pinus taeda	Loblolly pine	
69	22	Pinus taeda	Loblolly pine	
70	20	Pinus taeda	Loblolly pine	
71	20	Liriodendron tulipifera	Tulip poplar	
72	18	Liquidambar styraciflua	Sweetgum	
73	24	Quercus alba	White oak	
74	19	Quercus falcata	Southern red oak	
75	19	Pinus taeda	Loblolly pine	
76	23	Pinus taeda	Loblolly pine	
77	19	Pinus taeda	Loblolly pine	
78	22	Pinus taeda	Loblolly pine	
79	25	Pinus taeda	Loblolly pine	
80	20	Pinus taeda	Loblolly pine	
81	19	Quercus nigra	Water oak	
82	19	Quercus nigra	Water oak	
83	19	Quercus nigra	Water oak	
84	20	Quercus nigra	Water oak	
85	19	Pinus taeda	Loblolly pine	
86	18	Pinus taeda	Loblolly pine	
87	20	Pinus taeda	Loblolly pine	
88	20	Pinus taeda	Loblolly pine	
89	20	Pinus taeda	Loblolly pine	
90	19	Pinus taeda	Loblolly pine	
91	19	Pinus taeda	Loblolly pine	
92	22	Pinus taeda	Loblolly pine	
93	19	Pinus taeda	Loblolly pine	
94	18	Pinus taeda	Loblolly pine	
95	19	Pinus taeda	Loblolly pine	
96	18	Pinus taeda	Loblolly pine	
97	18	Pinus taeda	Loblolly pine	
98	18	Pinus taeda	Loblolly pine	
99	21	Pinus taeda	Loblolly pine	
100	20	Pinus taeda	Loblolly pine	
101	22	Pinus taeda	Loblolly pine	
102	25	Liquidambar styraciflua	Sweetgum	Low split
103	21	Pinus taeda	Loblolly pine	
104	19	Pinus taeda	Loblolly pine	
105	21	Pinus taeda	Loblolly pine	
106	20	Pinus taeda	Loblolly pine	
107	24	Pinus taeda	Loblolly pine	
108	22	Pinus taeda	Loblolly pine	
109	19	Pinus taeda	Loblolly pine	
110	18	Pinus taeda	Loblolly pine	
111	18	Pinus taeda	Loblolly pine	
112	19	Pinus taeda	Loblolly pine	
113	18	Pinus taeda	Loblolly pine	
114	18	Pinus taeda	Loblolly pine	
115	22	Pinus taeda	Loblolly pine	
116	19	Pinus taeda	Loblolly pine	
117	22	Pinus taeda	Loblolly pine	
118	18	Pinus taeda	Loblolly pine	
119	27	Liquidambar styraciflua	Sweetgum	Low split
120	21	Pinus taeda	Loblolly pine	
121	18	Pinus taeda	Loblolly pine	
122	19	Liriodendron tulipifera	Tulip poplar	
123	18	Pinus taeda	Loblolly pine	
124	28	Pinus taeda	Loblolly pine	
125	19	Pinus taeda	Loblolly pine	
126	20	Pinus taeda	Loblolly pine	
127	21	Liriodendron tulipifera	Tulip poplar	
128	20	Pinus taeda	Loblolly pine	
129	22	Liriodendron tulipifera	Tulip poplar	
130	29	Quercus falcata	Southern red oak	
131	25	Pinus taeda	Loblolly pine	
132	24	Pinus taeda	Loblolly pine	
133	18	Pinus taeda	Loblolly pine	
134	19	Quercus falcata	Southern red oak	
135	20	Quercus falcata	Southern red oak	
136	22	Quercus falcata	Southern red oak	
137	19	Liquidambar styraciflua	Sweetgum	
138	24	Quercus alba	White oak	
139	20	Quercus alba	White oak	
140	21	Carya glabra	Pignut hickory	Low split
141	19	Quercus alba	White oak	
142	26	Liriodendron tulipifera	Tulip poplar	
143	22	Liriodendron tulipifera	Tulip poplar	
144	26	Liriodendron tulipifera	Tulip poplar	
145	23	Quercus alba	White oak	
146	18	Pinus taeda	Loblolly pine	
147	23	Pinus taeda	Loblolly pine	
148	21	Pinus taeda	Loblolly pine	
149	22	Pinus taeda	Loblolly pine	

NOTES

- EXISTING BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY DUSOUTH SURVEYING & ENGINEERING, INC.
- EXISTING TREE LOCATION DATA AND ASSESSMENT PROVIDED BY CHRIS HUGHES (ASCA R/C# 493, ISA SO-5374) AT BROOKWOOD TREE CONSULTING, INC.





CITY COUNCIL AGENDA ITEM

SUBJECT: Professional Probation Services Inc. (PPS) Renewal Contract

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

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

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): 11/14/22 & Click or tap to enter a date.

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

Current Council Meeting: Monday, November 28, 2022

SUBMITTED BY: Mallory Minor, Court Administrator

PRESENTER: Hon. Chief Judge Curtis W. Miller

PURPOSE: PPS Renewal Contract

FACTS: The current Contract for Probation Supervision between the City of Stonecrest and Professional Probation Services, Inc. (PPS) will expire on 12/31/2022. PPS would like to execute a new contract with the City to continue to provide services to the Court and community. The Municipal Court supports the PPS Renewal Contract. The proposed contract is very similar to the current contract. The biggest material change is the request to increase supervision fees. As you know, the Pay-Only, Basic, and Pre-Trial fees have been at \$40.00 per month since 2018. In light of inflation, the significant increase in wages, and the other increased costs of providing our services, PPS proposes to increase these fees to \$45.00 in 2023. As a reminder, the supervision fees are paid by the offenders, and not the City.

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

C:\Users\mminor\Documents\1.0 Municipal Court\City Council\Submitted Agenda
Items\11.28.2022\Professional Probation Services LLC Renewal Contract__For Decision_Agenda Cover
Memo_.docx Revised 4/8/2022

Professional Probation Services LLC Renewal Contract__For Decision_Agenda Cover



CITY COUNCIL AGENDA ITEM

RECOMMENDED ACTION: Approval

ATTACHMENTS:

- (1) Attachment 1 - Municipal Court - 2023 Contract for Probation Supervision
- (2) Attachment 2 - Municipal Court – 2018 Contract for Probation Supervision
- (3) Attachment 3 - 42-8-101 Agreements for probation services; termination of contract for probation services.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 2022, by and between the City of Stonecrest, Georgia (hereinafter referred to as the "City") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the Stonecrest Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate PPSI as the sole private entity to coordinate, provide, and direct probation and pre-trial programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in PPSI's programs in accordance with Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a crime policy, fidelity bond, or letter of credit in the amount of not less than twenty-five thousand (\$25,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the
- Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped in accordance with O.C.G.A. §42-8-103.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

- Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court’s Judicial Procedures.

PRETRIAL INTERVENTION AND DIVERSION PROGRAM

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Stonecrest Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the prosecuting attorney and with the advice and express written consent of the prosecuting attorney, which is now given, the City designates PPSI as the private entity to be used for the purpose of monitoring program participants’ compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the prosecuting attorney.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of January, 2023, and shall continue with a specific expiration date of the 31st day of December, 2023. The contract shall automatically renew for specific one-year terms on January 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than sixty (60) days prior to the current term’s expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. The contract shall absolutely terminate on December 31st, 2027. Notwithstanding anything herein, this contract may be terminated by either party without cause upon giving a sixty (60) day written notice to the other of its intention to do so.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City’s right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Stonecrest Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Chief Judge of the Dekalb County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

- | | |
|-------------------------------|-------------------------------|
| Workers' Compensation | - Statutory |
| Bodily Injury Liability | - \$ 100,000 each accident |
| | - \$ 500,000 each occurrence |
| General Liability | - \$1,000,000 each occurrence |
| Personal & Advertising Injury | - \$1,000,000 each occurrence |
| Professional Liability | - \$1,000,000 each occurrence |

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the City and Court. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City : The City of Stonecrest
3120 Stonecrest Blvd., Suite 190
Stonecrest, GA 30038

As to PPSI: Professional Probation Services, Inc.
327 S. Hill Street, Building A
Buford, Georgia 30518
Attn: Keith Ward, CEO

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

In witness whereof, the parties here to have executed this agreement on the day first above written.

THE CITY OF STONECREST

PROFESSIONAL PROBATION SERVICES, INC.

Jazzmin R. Cobble, Mayor

Keith Ward, CEO

APPROVED AS TO FORM:

City Attorney

APPROVED BY THE STONECREST MUNICIPAL COURT

Curtis W. Miller, Chief Judge

Solicitor



Specifications for Services

Pay-Only Probation Supervision	\$45.00 per month. The pay-only probation supervision fees shall be capped per O.C.G.A. §42-8-103.
Basic Probation Supervision	\$45.00 per month
Intensive Probation Supervision	\$45.00 per month
Indigent Supervision	\$0.00 – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	\$45.00 per month
Electronic Monitoring	<u>\$75.00 Installation Fee +</u> RF House Arrest: \$6.00 per day Active GPS: \$10.00 per day SCRAM – Remote Breath: \$7.25 per day SCRAM – with landline: \$10.00 per day SCRAM – Alcohol Monitoring with Cellular Connector: \$12.00 per day SCRAM – Alcohol Monitoring plus House Arrest: \$15.00 per day
Alternative GPS Monitoring with Victim Notification	Shepherd System (or similar) Smart Phone Application \$55.00/\$85.00 Enrollment Fee + \$5.00 - \$6.00 per day
On-Site, Multi-Panel Drug Screen	\$25.00
Alcohol Test – Breathalyzer	\$25.00
On-Site EtG Test	\$25.00
Laboratory Confirmation Test	\$25.00
Termination Letter Administrative Fee	\$10.00 (If applicable)
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
On-Line Access for the Court to the PPSI Probation Tracker 2.0 Computer Program	No Cost For 24/7 Internet Access to all Offender Data and Activity
Transfer of Supervision	No Cost to any of our more than 40 locations nationwide
Resume and Interview Skills Development with Job Placement Assistance	No Cost
Indemnification of the City, and Naming the City as an Additional Insured	No Cost – Professional and General Liability

**STATE OF GEORGIA
COUNTY OF DEKALB**

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this 13th day of March, 2018, by and between the City of Stonecrest, Georgia (hereinafter referred to as the "City") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the Stonecrest Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in PPSI's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.

- O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.
- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
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- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court’s Judicial Procedures.

PRETRIAL INTERVENTION AND DIVERSION PROGRAM

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Stonecrest Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the solicitor and with the advice and express written consent of the solicitor, which is now given, the City designates PPSI as the sole private entity to be used for the purpose of monitoring program participants’ compliance with a Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by sentenced offenders at the rate of \$40.00 per month. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the solicitor.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of March, 2018 and shall continue with a specific expiration date of December 31, 2018, which shall be the anniversary date of this contract. The contract shall automatically renew for specific one-year terms each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than thirty (30) days prior to the current term’s expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. Notwithstanding anything herein, either party may terminate this Contract upon thirty (30) days written notice. The City may terminate this Contract immediately for cause, including without limitation material breach of this Contract, insolvency of PPSI, or filing of a voluntary or involuntary case in bankruptcy.

The City shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the City.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City. The City shall have no obligation for fees incurred during this contract term and none in subsequent renewals in accordance with O.C.G.A. §36-60-13.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared

terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Stonecrest Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the Dekalb County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and

general liability with the following limits of liability:

- Workers' Compensation - Statutory
- Bodily Injury Liability - \$ 100,000 each accident
- \$ 500,000 each occurrence
- General Liability - \$1,000,000 each occurrence
- Personal & Advertising Injury - \$1,000,000 each occurrence
- Professional Liability - \$1,000,000 each occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City: The City of Stonecrest
3120 Stonecrest Boulevard
Stonecrest, GA 30038

As to PPSI: Professional Probation Services, Inc.
1770 Indian Trail Road, Suite 350
Norcross, Georgia 30093
Attn: John C. Cox, President

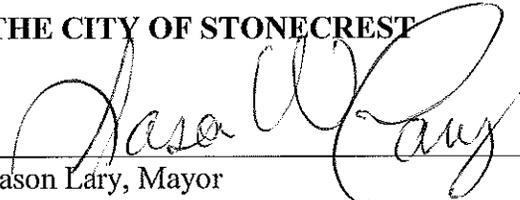
Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

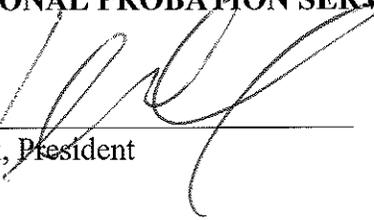
In witness whereof, the parties here to have executed this agreement on the 13th day of March, 2018.

THE CITY OF STONECREST



Jason Lary, Mayor

PROFESSIONAL PROBATION SERVICES, INC.

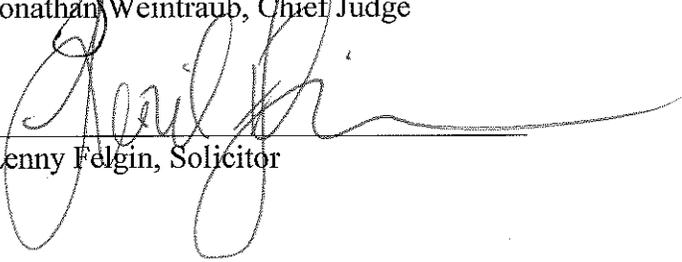


John C. Cox, President

APPROVED BY THE STONECREST MUNICIPAL COURT



Jonathan Weintraub, Chief Judge



Lenny Felgin, Solicitor



Specifications for Probation Services

Pay-Only Probation Supervision	\$0.00 – First Month, then \$40.00 per month for months two, three, and four. The probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees, unless otherwise ordered by the Court.
Basic Probation Supervision	\$40.00 per month
Intensive Probation Supervision	\$40.00 per month with field visits
Indigent Supervision	\$0.00 – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	\$40.00 per month
Electronic Monitoring	<p>Electronic Monitoring Installation Fee of \$50.00 and (see options below):</p> <p>Portable Alcohol Wireless Monitoring with GPS and BAC level sampling (\$5.50 per day)</p> <p style="padding-left: 40px;">Active GPS Monitoring (\$7.00 per day)</p> <p style="padding-left: 40px;">Anklet Monitoring with Curfew Enforcement and Voice Verification (\$7.00 per day)</p> <p style="padding-left: 40px;">Anklet Monitoring with Curfew Enforcement, Voice Verification, and Remote Breath Alcohol Testing (\$9.25 per day)</p> <p style="padding-left: 40px;">Active GPS Monitoring with Exclusionary Zone and Trans-Dermal Alcohol Testing (\$11.00 per day)</p>
On-Site, Multi-Panel Drug Screen	\$15.00
Termination Letter Administrative Fee	\$10.00 (If applicable)
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
Court and On-Line Access to the PPSI Offender Management Computer Program	No Cost
Transfer of Supervision	For 24/7 Internet Access to all Offender Data and Activity No Cost to any of our more than 40 locations nationwide
Resume and Interview Skills Development with Job Placement Assistance	No Cost
Indemnification of the Court, and Naming the Court as an Additional Insured	No Cost – Professional and General Liability

Document: O.C.G.A. § 42-8-101**O.C.G.A. § 42-8-101****Copy Citation**

Current through the 2021 Regular and Special Sessions of the General Assembly.

**Official Code of Georgia Annotated TITLE 42 Penal Institutions (Chs. 1 – 13) CHAPTER 8
Probation (Arts. 1 – 9) Article 6 County and Municipal Probation (§§ 42-8-100 – 42-8-
109.5)**

42-8-101. Agreements for probation services; termination of contract for probation services.

(a)

(1) Upon the request of the chief judge of any court within a county and with the express written consent of such judge, the governing authority of such county shall be authorized to enter into written contracts with corporations, enterprises, or agencies to provide probation supervision, counseling, collection services for all moneys to be paid by a defendant according to the terms of the sentence imposed on the defendant as well as any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in such court and placed on probation in such county. In no case shall a private probation corporation or enterprise be charged with the responsibility for supervising a felony sentence. The final contract negotiated by the governing authority of the county with the private probation entity shall be attached to the approval by the governing authority of the county to privatize probation services as an exhibit thereto. The termination of a contract for probation services as provided for in this subsection may be initiated by the chief judge of the court which is subject to such contract and shall be subject to approval by the governing authority of the county which entered into the contract and in accordance with the agreed upon, written provisions of such contract.

(2) Upon the request of the chief judge of any court within a county and with the express written consent of such judge, the governing authority of such county shall be authorized to establish a county probation system to provide probation supervision, counseling, collection services for all moneys to be paid by a defendant according to the terms of the sentence imposed on the defendant as well as any

moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in such court and placed on probation in such county.

(b)

(1) Upon the request of the judge of the municipal court of any municipality or consolidated government of a municipality and county of this state and with the express written consent of such judge, the governing authority of such municipality or consolidated government shall be authorized to enter into written contracts with private corporations, enterprises, or agencies to provide probation supervision, counseling, collection services for all moneys to be paid by a defendant according to the terms of the sentence imposed on the defendant as well as any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in such court and placed on probation. The final contract negotiated by the governing authority of the municipality or consolidated government with the private probation entity shall be attached to the approval by the governing authority of the municipality or consolidated government to privatize probation services as an exhibit thereto. The termination of a contract for probation services as provided for in this subsection may be initiated by the chief judge of the court which is subject to such contract and shall be subject to approval by the governing authority of the municipality or consolidated government which entered into the contract and in accordance with the agreed upon, written provisions of such contract.

(2) Upon the request of the judge of the municipal court of any municipality or consolidated government of a municipality and county of this state and with the express written consent of such judge, the governing authority of such municipality or consolidated government shall be authorized to establish a probation system to provide probation supervision, counseling, collection services for all moneys to be paid by a defendant according to the terms of the sentence imposed on the defendant as well as any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in such court and placed on probation.

History

Code 1981, § **42-8-100**, enacted by Ga. L. 1991, p. 1135, § 2; Ga. L. 1992, p. 3221, § 7; Ga. L. 1995, p. 396, § 2; Ga. L. 1996, p. 1107, § 2; Ga. L. 2000, p. 1554, § 2; Ga. L. 2001, p. 813, § 2; Ga. L. 2006, p. 727, § 2/SB 44; Code 1981, § 42-8-101, as redesignated by Ga. L. 2015, p. 422, § 3-2/HB 310; Ga. L. 2016, p. 443, § 7-2/SB 367.

Notes

The 2015 amendment, effective July 1, 2015, redesignated former subsections (g) and (h) of Code Section **42-8-100** as present subsections (a) and (b) of Code Section 42-8-101; and rewrote the section. See Editor's notes for applicability.

The 2016 amendment, effective July 1, 2016, rewrote this Code section.

Editor's notes.

Ga. L. 1995, p. 396, § 4, not codified by the General Assembly, provides in subsection (b): "No local funds shall be used to implement Sections 1 and 2 of this Act without the consent of the local governing authority."

Ga. L. 2015, p. 422, § 6-1/HB 310, not codified by the General Assembly, provides that: "This Act shall become effective July 1, 2015, and shall apply to sentences entered on or after such date."

JUDICIAL DECISIONS

Constitutionality. —

In a suit brought by misdemeanor defendants challenging the privatization of probation services under O.C.G.A. § **42-8-100(g)(1)**, the Georgia Supreme Court agreed with the trial court that § **42-8-100(g)(1)** was not unconstitutional on the statute's face and did not offend due process or equal protection nor condone imprisonment for debt. *Sentinel Offender Services, LLC v. Glover*, 296 Ga. 315, 766 S.E.2d 456, 2014 Ga. LEXIS 940 (2014).

Requirement for payment of probation supervision fees by probationers to private probation services company did not violate the separation of powers since the imposition of the fees pursuant to contract constituted a civil fee for services, not a criminal punishment. Furthermore, the mere act of privatizing probation services did not violate the Georgia Constitution since a probation services company was not authorized to deprive probationers of property or liberty without due process, the private probation services were not fundamentally unfair, and the sentencing court continued to oversee the probation process. *Keen v. Judicial Alternatives of Ga., Inc.*, 124 F. Supp. 3d 1334, 2015 U.S. Dist. LEXIS 110957 (S.D. Ga.), *aff'd in part, vacated in part*, 637 Fed. Appx. 546, 2015 U.S. App. LEXIS 21961 (11th Cir. 2015).

Collection of electronic monitoring fees by private probation service. —

Trial court erred by finding that electronic monitoring fees imposed by the sentencing court and collected by a private probation service for monitoring services rendered during a probationer's original term of sentence were prohibited because only when electronic monitoring was unlawfully imposed by the court on a misdemeanor probationer after the expiration of the probationers' original sentence would such fees potentially be recoverable. *Sentinel Offender Services, LLC v. Glover*, 296 Ga. 315, 766 S.E.2d 456, 2014 Ga. LEXIS 967 (2014).

Under current Georgia statutes, the tolling of a misdemeanor probationer's sentence is not permitted and courts utilizing probation systems established pursuant to O.C.G.A. § **42-8-100(g)(1)** are specifically precluded from applying the provisions of the State-wide Probation Act, O.C.G.A. § 42-8-20 et seq., including those pertaining to tolling, to the defendants the courts sentence. *Sentinel Offender Services, LLC v. Glover*, 296 Ga. 315, 766 S.E.2d 456, 2014 Ga. LEXIS 967 (2014).

Validity of private probation services. —

Under Georgia law, a private probation company can act as a probation provider and the company's employees may serve as probation officers only if the company complies with the terms and provisions of O.C.G.A. § **42-8-100(g)(1)**. *Sentinel Offender Services, LLC v. Glover*, 296 Ga. 315, 766 S.E.2d 456, 2014 Ga. LEXIS 967 (2014).

Contract between a court and a probation services company was valid since the contract was not formally terminated and was thus automatically renewed year to year regardless of the lack of

express approval by the governing authority of the county. *Keen v. Judicial Alternatives of Ga., Inc.*, 124 F. Supp. 3d 1334, 2015 U.S. Dist. LEXIS 110957 (S.D. Ga.), *aff'd in part, vacated in part*, 637 Fed. Appx. 546, 2015 U.S. App. LEXIS 21961 (11th Cir. 2015).

Class certification in suit challenging private probation services. —

In a suit challenging private probation services, the trial court's orders conditionally certifying class actions on behalf of misdemeanor probationers were reversed and the cases remanded to the trial court for reconsideration of the class certification issues in light of the Georgia Supreme Court's opinion and its requirement that the trial court carefully consider issues of justiciability with respect to the scope of any class certified and the relief available to potential class members. *Sentinel Offender Services, LLC v. Glover*, 296 Ga. 315, 766 S.E.2d 456, 2014 Ga. LEXIS 967 (2014).

Tolling of probationer's sentence prohibited. —

Georgia Supreme Court held that the private probation statutory framework did not allow for the tolling of misdemeanor probationers' sentences and to the extent Georgia courts have recognized O.C.G.A. § 42-8-36 as a basis for allowing courts utilizing probation systems established pursuant to O.C.G.A. § **42-8-100**(g)(1) to toll a probationer's sentence, such analysis was in error and was disapproved. *Sentinel Offender Services, LLC v. Glover*, 296 Ga. 315, 766 S.E.2d 456, 2014 Ga. LEXIS 940 (2014).

Opinion Notes

OPINIONS OF THE ATTORNEY GENERAL

Intergovernmental agreements for probation services are legal

in instances in which the contracting parties are authorized by law to provide probation services. Also, when providing probation services for a judicial circuit, a probation entity must be authorized to provide the service and must enter into separate agreements with the court of each county that composes that judicial circuit. 2012 Op. Att'y Gen. No. 12-7.

Research References & Practice Aids

Law reviews.

For annual survey of local government law, see 56 Mercer L. Rev. 351 (2004).

For article on the 2014 amendment of this Code section, see 31 Ga. St. U.L. Rev. 159 (2014).

For article on the 2015 amendment of this Code section, see 32 Ga. St. U.L. Rev. 231 (2015).

For article on the 2016 amendment of this Code section, see 33 Ga. St. U. L. Rev. 139 (2016).

For note, "Safe Haven No Longer: The Role of Georgia Courts and Private Probation Companies in Sustaining a De Facto Debtors' Prison System," see 48 Ga. L. Rev. 227 (2013).

Hierarchy Notes:

O.C.G.A. Title 42

Official Code of Georgia Annotated

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CITY COUNCIL AGENDA ITEM

SUBJECT: Renewal of Contract with Judge Sheridan

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 here to enter text.

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

Current Council Meeting: Monday, November 28, 2022

SUBMITTED BY: Mayor Pro Tem George Turner

PRESENTER: George Turner, Mayor Pro Tem

PURPOSE: To consider renewal of the City contract with Judge Sheridan.

FACTS: Click or tap here to enter text.

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

RECOMMENDED ACTION: Approve

ATTACHMENTS:

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

INDEPENDENT CONTRACTOR SERVICE AGREEMENT
Municipal Judge

This Agreement is made and entered into this ____day of _____, 20__, by and between the **CITY OF STONECREST, GEORGIA** ("City"), and **MICHAEL L SHERIDAN** ("Judge") (herein altogether known as "Party" in the singular and "Parties" in the plural).

WITNESSETH

WHEREAS, the City, by and through its Mayor and Council, has appointed Michael L. Sheridan as Municipal Court ("Court") Municipal Court Judge of Stonecrest through an Independent Contractor Service Agreement ("Agreement") and not as a City employee;

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of each, in order to reach a mutuality of agreement, should be reduced to writing.

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

1.

Michael L. Sheridan shall serve as Municipal Court Judge of Stonecrest.

2.

The Judge may be acting Chief Judge in the absence, disability or disqualification of the Chief Judge. The Judge shall have all the powers and perform all the duties of the Chief Judge in the absence of the Chief Judge.

3.

To the extent not covered by this Agreement, and not in contravention of the City Charter and Code, the Judge shall have the exclusive authority to establish rules and regulations for the conduct of all matters before said Court.

4.

The Judge shall be available to the Court on a regular basis and as frequently as necessary to efficiently and expeditiously handle cases pending before said Court. In establishing the hours for holding sessions of Court, the Judge shall consider the needs, requirements and duties of both the accused and the law enforcement officers. The Judge shall issue warrants as requested by the Police Department.

5.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities to be utilized as the Judge deems necessary.

6.

The City shall provide all necessary documents, forms, supplies and clerical assistance necessary to conduct the business of the Court and for the submission of reports as required by law.

7.

The Judge shall receive as compensation, the sum of \$500 per court session, and compensation shall be paid on a monthly basis.

8.

This Agreement shall become effective January 1, 2023 and shall remain in effect until December 31, 2023 at which time the Agreement shall terminate absolutely with no further obligation of the City. Notwithstanding anything to the contrary, this Agreement shall terminate automatically by operation of law if the Judge is removed from office pursuant to state law.

9.

The Judge shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

10.

- A. Judge warrants and represents that Judge is a licensed attorney in good standing with the State Bar of Georgia and possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
- B. Judge 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.
- C. Judge 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 Judge hereunder or which in any manner affect this Agreement.

11.

Independent Contractor:

- A. This Agreement does not create and shall not be construed to create an agent, employee, representative, joint venture, or partnership relationship between the City and Judge.
- B. Judge shall provide services to the City as an independent contractor, and Judge shall not be considered an employee of the City for any purpose.
- C. Judge, and Judge's agents, representatives, officers, employees and subcontractors, shall not be entitled to, and shall not receive from City in connection with services any workers' compensation coverage, insurance coverage, pension, profit sharing, paid vacation, sick leave disability or similar benefit normally provided by City to its employees, unless expressly provided in this Agreement.
- D. Judge retains sole and exclusively liability and shall withhold and/or pay all taxes and contributions required to be withheld and/or paid under federal and state income tax laws, unemployment compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings, with respect to all services provided hereunder, in a timely manner.
- E. Judge is solely responsible for paying his own business expenses, and expenses will only be reimbursed as set forth in this Agreement.
- F. Judge may engage in the private practice of law; provided, however, the Judge may not appear and represent a client before the City's Municipal Court.
- G. At all times during the term of this Agreement, neither Party will function as or represent itself to be the other party or its agent, and no officer, employee or agent of one party shall hold him or herself out to be an officer, employee, or agent of the other Party.

12.

Miscellaneous:

- A. 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.
- B. 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.
- C. 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.

- D. Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- E. 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.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the day and year first written above.

CITY OF STONECREST:

JUDGE:

Jazzmin Cobble, Mayor

Michael L. Sheridan, Municipal Court Judge
Municipal Court of Stonecrest

ATTEST:

Sonya Isom, City Clerk

APPROVED AS TO FORM:

City Attorney