CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – AGENDA

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, July 28, 2025 at 6:00 PM

Mayor Jazzmin Cobble

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

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

Council Member Tammy Grimes - District 5

Citizen Access: Stonecrest YouTube Live Channel

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

II. ROLL CALL: Sonya Isom, City Clerk

III. INVOCATION

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

V. APPROVAL OF THE AGENDA

VI. REVIEW AND APPROVAL OF MINUTES

a. Approval of Meeting Minutes - City Council Meeting, June 26, 2025

VII. PUBLIC COMMENTS

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

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

VIII. PUBLIC HEARINGS

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

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

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

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

a. **Public Hearing** - Ordinance for RZ 25-001 1455 Rogers Lake Road - Shawanna Qawiy, Division Director Community Development

b. **For Decision** - Ordinance for RZ 25-001 1455 Rogers Lake Road - *Shawanna Qawiy, Divisions Director Community Development*

c. **Public Hearing** - Ordinance for RZ 25-003 2979 Klondike Road - *Shawanna Qawiy, Division Director Community Development*

d. **For Decision** - Ordinance for RZ 25-003 2979 Klondike Road - *Shawanna Qawiy, Divisions Director Community Development*

e. **Public Hearing** - Ordinance for ZM 25-002 2979 Klondike Road - *Shawanna Qawiy, Division Director Community Development*

f. **For Decision** - Ordinance for ZM 25-002 2979 Klondike Road - *Shawanna Qawiy, Divisions Director Community Development*

IX. APPOINTMENTS & ANNOUNCEMENTS

X. CONSENT AGENDA

XI. REPORTS & PRESENTATIONS

a. DeKalb County Schools Athletic Department - *Dr. Triscilla Weaver, DeKalb County Schools*

b. Council Award - *Freddie Bloome, Georgia Municipal Association*

c. Recognition of Walmart Store #1340 for Community Support and Partnership - *Mayor Jazzmin Cobble*

XII. OLD BUSINESS

XIII. NEW BUSINESS

a. **For Decision** - Vendor Recommendation for Generators for City Hall and Browns Mill Recreation Center - *Tanisha Boynton, Procurement Manager and Reginald Powell, Operations Manager*

b. **For Decision** - Vendor Recommendation for RFP-0003-25 Zoning Ordinance and Overlay District Rewrite Consultant Services - *Tanisha Boynton, Procurement Manager and Shawanna Qawiy, Division Director, Community Development*

c. **For Decision** - Resolution for the Renewal of the City of Civility Designation - *Mayor Jazzmin Cobble*

d. **For Decision** - Fairington Road Sidewalk Project Update - CDBG Grant - DeKalb County - *Michael McCoy, Deputy City Manager, Hari Karikaran, City Engineer & Allen Mitchell, DeKalb County Community Development Director*

e. **For Decision** - Panola Shoals Additional Design Services - *Michael McCoy, Deputy City Manager*

XIV. CITY ATTORNEY COMMENTS

XV. CITY MANAGER UPDATE

XVI. MAYOR AND COUNCIL COMMENTS

XVII. EXECUTIVE SESSION

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

XVIII. ADJOURNMENT

Americans with Disabilities Act

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

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

CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Thursday, June 26, 2025 at 6:00 PM

Mayor Jazzmin Cobble

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

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

Council Member Tammy Grimes - District 5

Citizen Access: Stonecrest YouTube Live Channel

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

The meeting began at 6:09pm with Mayor Pro Tem stating this meeting was originally scheduled for Monday but the date changed due to the council members attending the 2025 GMA Conference.

II. ROLL CALL: Sonya Isom, City Clerk

All members were present with Councilmember Terry Fye arriving immediately after roll call.

III. INVOCATION: Pastor Woodrow Walker II, Cross Culture Church

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

V. APPROVAL OF THE AGENDA

Motion – made by Councilmember Tara Graves to approve the agenda as listed. Second by Councilmember Tammy Grimes.
Motion passed unanimously.

VI. REVIEW AND APPROVAL OF MINUTES

a. Approval of Meeting Minutes - City Council Planning Retreat, February 7-9, 2025

Motion – made by Councilmember Tara Graves to approve the City Council Planning Retreat meeting minutes from February 7-9, 2025. Second by Councilmember Alecia Washington.
Motion passed unanimously.

b. Approval of Meeting Minutes - Special Called Meeting, May 6, 2025
Motion – made by Councilmember Alecia Washington to approve the Special Called meeting minutes from May 6, 2025. Second by Councilmember Tara Graves.
Motion passed unanimously.

c. Approval of Meeting Minutes - City Council Meeting, May 29, 2025

Motion – made by Councilmember Tammy Grimes to approve the City Council meeting minutes from May 29, 2025. Second by Councilmember Tara Graves.
Motion passed unanimously.

VII. PUBLIC COMMENTS

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

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

Faye Coffield – Concerns about donation made to DKPS for zen dens, funding for programs for gifted and talented students, donation made to Piedmont Technical College, the tree ordinance, sound barriers, City of Stonecrest surplus, and the city ensuring a safe community to live in.

Dave Marcus – Concerns about data centers coming into the community, the hiring of an internal auditor, and audit reports. He complimented Mayor Cobble for striving to live up to what is required for her position and standing up for the rights of the residents and Stonecrest as a whole. He also mentioned the city turnover rate.

Renee Cail - Opposing data centers in Stonecrest, has concerns about noise during construction, poor air quality due to pollution from the data centers, strain on local utilities, utility costs, etc.

VIII. PUBLIC HEARINGS

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

When it is your turn to speak, please state your name, address and relationship to the case. There is a ten (10) minute time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

a. Public Hearing - Proposed Adoption of the 2025 Millage Rate - *Eric Hawkins, Revenue Manager*

The presentation by Mr. Hawkins stating this is the third and final hearing as required by the state and stating notices were advertised as required. There was a review of 2025 Proposed Millage Rate – Taxpayer Bill of Rights, 2025 City Digest Requirements, Milage Rollback Rate, Notice of Property Tax Increase, Computation of Millage and Current Tax Digest and 5 Year History of Levy. If accepted, there will be an increase in residential properties valued at $300,000 by $2.37 and commercial properties valued at $500,000 by $3.37 per year. The millage rate for the City of Stonecrest will remain at 1.257 as it has been for the last 4 years. There was an additional overview by Mayor Cobble mentioning the language required by law.

Motion – made by Councilmember Tammy Grimes to open public hearing for the Proposed Adoption of the 2025 Millage Rate. Second by Councilmember Tara Graves.
Motion passed unanimously.

Favor
None
Opposition
Faye Coffield, stating she needs more information

Motion – made by Councilmember Tara Graves to close public hearing for the Proposed Adoption of the 2025 Millage Rate. Second by Councilmember Tammy Grimes.
Motion passed unanimously.

b. For Decision - Resolution for the Adoption of the 2025 Millage Rate - *Eric Hawkins, Revenue Manager*

Mayor Cobble addressed the timeline for setting the millage rate and mentioned it is dictated by the law and the city does not facilitate the process.
The preamble was read by the City Clerk.

Motion – made by Councilmember Tammy Grimes to approve the Adoption of the 2025 Millage Rate. Second by Councilmember Tara Graves.
Motion passed unanimously.

c. Public Hearing - TMOD 25-003 - Amendment to Chapter 27 - Zoning Ordinance - *Shawanna Qawiy, Division Director Community Development*

The presentation was given by Director Qawiy stating this TMOD is to update the reference to responsible parties, departments and divisions in Chapter 27 of the Stonecrest Zoning Code of Ordinances based on the current organizational structures as adopted by City Council. There was a review of the amendments to sections, relationship to comprehensive plan, notation of all conservation easement on official zoning maps, design guidelines, plans required, final design package review and approval process, final approval plans, interpretation of unlisted uses, use table, procedures, submission of special land uses applications, traffic impact study, maintenance of open space, and conflict with other standards.

Motion – made by Councilmember Tammy Grimes to open public hearing for TMOD 25-003 – Amendment to Chapter 27 – Zoning Ordinance. Second by Councilmember Tara Graves.

Motion passed unanimously.

Favor
None
Opposition
None

Motion – made by Councilmember Tara Graves to close public hearing for TMOD 25-003 – Amendment to Chapter 27 – Zoning Ordinance. Second by Councilmember Tammy Grimes.
Motion passed unanimously.

d. **For Decision** - Ordinance for TMOD 25-003 - Amendment to Chapter 27 - Zoning Ordinance - *Shawanna Qawiy, Division Director Community Development*

The preamble was read by the City Clerk.

Motion – made by Councilmember Tammy Grimes to approve the Ordinance for TMOD 25-003 – Amendment to Chapter 27 – Zoning Ordinance. Second by Councilmember Alecia Washington.
Motion passed unanimously.

IX. CONSENT AGENDA

X. APPOINTMENTS & ANNOUNCEMENTS

XI. REPORTS & PRESENTATIONS

a. Georgia Municipal Association Certificate of Achievement – *Alecia Washington, District 3 Councilmember*
The presentation was given by Mayor Cobble stating that the council are members of GMA and just attended training towards the certification process. Congratulations to Councilmember Washington who received a Certificate of Achievement this week.

XII. OLD BUSINESS

a. **For Decision** - Ordinance for TMOD 25-001 Abandoned Shopping Carts, 2nd Read - *Shawanna Qawiy, Community Development Division Director*

The presentation was given by Director Qawiy stating this is the 2nd read and that shopping carts are being illegally removed from the premises of businesses and left abounded on public or private properties throughout the city. This constitutes a public nuisance and a potential hazard to the health, safety and welfare of the public. There was a review of text amendments to sections 18-54 - Abandoned Shopping Carts, Retrieval Retention and Retrieval Plans for the abandoned carts. There will be a citation along with a fine of $150.00 for each abandoned cart and $125.00 for any additional carts from the same business/establishment. Failure to provide a cart retrieval plan within 24 hours of the request shall result in a fine not to exceed $500.00. It was confirmed the fee schedule has been posted for 45 days.

There was a discussion about fees vs fines. Attorney Denmark added we must distinguish between fees and fines and if a fee is determined, we must comply with the fee schedule. Attorney Thompson stated there is a requirement for each business to have a cart retrieval plan in place. If contacted about a cart, they have 72 hours to remove them.

The preamble was read by the City Clerk.

Motion – made by Councilmember Terry Fye to approve Ordinance for TMOD 25-001 Abandoned Shopping Carts, 2nd Read with approved modifications, changing all references from fines to fees. Second by Councilmember Tara Graves.
Motion passed unanimously.

b. For Decision - Ordinance for TMOD 25-002 Multifamily Rental Dwellings, 2nd Read - *Shawanna Qawiy, Community Development Division Director*

The presentation was given by Director Qawiy stating the proposed text amendments will update the requirements for multifamily dwelling unit inspections to include single family homes. The single family multifamily rental dwelling updates include the definition of a Certified Building Inspector to include dwelling units and single family. The definition of single-family dwelling is a boarding house, rooming houses, group homes, personal care homes, and flats. Inspection certificate and fee required. The updated inspection reports will go from 20%-50% of the dwelling units annually. Newly constructed units shall be exempt from the co-compliance certificate requirement. The owner of new constructions must submit a co-compliance certificate annually for 50% of all newly constructed units. It was stated HB399 is the first step to cleaning up the city.
There was a 2nd read of the preamble by the City Clerk.

Motion – made by Councilmember Tammy Grimes to approve Ordinance for TMOD 25-002 Multifamily Rental Dwellings, 2nd Read. Second by Councilmember Alecia Washington.
Motion passed unanimously.

c. For Decision - Ordinance for Amendment to Chapter 2 - Administration, 2nd Read - *Mayor Jazzmin Cobble & City Manager Gia Scruggs*

The presentation was given by Mayor Cobble, speaking on both chapter 2 and chapter 14, mentioning it was agreed to restructure departments according to the city code. There are no changes from what was presented at the work session.
There was a 2nd read of the preamble by the City Clerk.

Motion – made by Councilmember Tammy Grimes to approve Ordinance for Amendment to Chapter 2 – Administration, 2nd Read. Second by Councilmember Tara Graves.
Motion passed 4-1 with Councilmember Alecia Washington voting Nay.

d. For Decision - Ordinance for Amendment to Chapter 14 - Land Development, 2nd Read - *Mayor Jazzmin Cobble & City Manager Gia Scruggs*

The presentation was given by Mayor Cobble, stating that this item follows the same scenario as the previously mentioned item. The city is updating the code so that the language matches the roles, responsibilities, organization and titles throughout this chapter.

There was a 2nd read of the preamble by the City Clerk.

Motion – made by Councilmember Tara Graves to approve the Ordinance for Amendment to Chapter 14 – Land Development, 2nd Read. Second by Councilmember Tammy Grimes. **Motion passed 4-1 with Councilmember Alecia Washington voting Nay.**

XIII. NEW BUSINESS

XIV. CITY ATTORNEY COMMENTS

Attorney Winston Denmark thanked the council for attending the Client Appreciation Dinner with members of the firm in Savannah during GMA.

XV. CITY MANAGER UPDATE

July is National Park and Recreation month, please enjoy the beautiful parks in the city. You can beat the heat by visiting Browns Mill Recreation Center. Welcomed new Arborist, Roy Matthews, who was in attendance.

XVI. MAYOR AND COUNCIL COMMENTS

District 1 – Tara Graves – Announced 3rd District Townhall scheduled for this Saturday from 1:30pm-3:30pm with special guest speakers, District 91 Representative Angela Moore and District 93 Representative Doreen Carter. Prior to the Townhall there will be a Non-Hazardous event with dumpsters at both City Hall and Fairington Park.

District 2 – Terry Fye – No Updates for District 2. Asked Council to please send TIPS Committee agenda items for the July 9th meeting.

District 3 – Alecia Washington – District 3 is hosting several events with District 1, mentioning the Townhall and Non-Hazardous waste events. Popcorn in the Park will take place at Fairington Park this Friday from 8:00pm-10:00pm featuring Black Panther 2. Please have a safe and happy 4th of July.

District 5 – Tammy Grimes – "Always Live in District 5" – There will be an Education Fest on July 12th and school supply donations are being accepted at City Hall. Ride along with District 5 is coming. The Tree ordinance information has been sent to constitutes who requested the document. There was a CPR event with Donnie James on May 30th at City Hall. Please pray for the family of Adriana Smith.

Mayor Cobble – Acknowledged Parks and Recreation Month, Education Fest, Popcorn at the Park at Fairington Park and the 3 on 3 Basketball Tournament, asking citizens to please get signed up. Thanks to the Parks Team for putting these events together. Joined the Atlanta Regional Commission today for the first ever Regional Assembly of Public Officials. Thanked everyone who traveled to the GMA convention and took part in the training.

District 4 – Mayor Pro Tem George Turner – Mentioned only 3% of voters actually voted for the Public Service Commissioner and urged everyone to get involved. Early voting is July 7th -11th and Election Day is July 15th. Absentee ballots must be submitted by July 7th.

XVII. EXECUTIVE SESSION

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

Motion – made by Councilmember Terry Fye to enter into Executive Session for personnel, litigation, real estate and cyber security. Second by Councilmember Tammy Grimes.
Motion passed unanimously.

Motion – made by Councilmember Tammy Grimes to exit Executive Session and return to regular scheduled meeting. Second by Councilmember Terry Fye.
Motion passed unanimously.

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

Motion – made by Councilmember Tara Graves to approve the settlement agreement with ER Snell. Second by Councilmember Terry Fye.
Motion passed 4-1 with Councilmember T. Grimes voting Nay.

XVIII. ADJOURNMENT

Motion – made by Councilmember Tara Graves to adjourn the City Council meeting. Second by Councilmember Tammy Grimes.
Motion passed unanimously.

The meeting ended at 9:08pm.

Americans with Disabilities Act

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CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for RZ 25-001 1455 Rogers Lake Road

AGENDA SECTION: (*check all that apply*)

☐ **PRESENTATION** ☒ **PUBLIC HEARING** ☐ **CONSENT AGENDA** ☐ **OLD BUSINESS**

☐ **NEW BUSINESS** ☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

CATEGORY: (*check all that apply*)

☒ **ORDINANCE** ☐ **RESOLUTION** ☐ **CONTRACT** ☐ **POLICY** ☐ **STATUS REPORT**

☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

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

Previously Heard Date(s): 04/28/25 & Click or tap to enter a date.

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

Current Council Meeting: Monday, July 28, 2025

SUBMITTED BY: Shawanna Qawiy, Division Director Community Development

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: A rezoning and map amendment request.

FACTS: The applicant is seeking to rezone +/- 14.79 acres known as Rogers Lake Road (the "Subject Property,") from R-100 (Residential Medium Lot) to RSM (Small Lot Residential).

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

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

ATTACHMENTS:

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

STATE OF GEORGIA

CITY OF STONECREST

ORDINANCE NO. ____-_____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO APPROVE THE REZONING AND MAP AMENDMENT OF PROPERTY LOCATED AT 1455 ROGERS LAKE ROAD (PARCEL ID 16 131 03 012) FROM R-100 (RESIDENTIAL MED LOT) DISTRICT TO RSM (SMALL LOT RESIDENTIAL MIX) DISTRICT; TO PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

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

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

WHEREAS, the City received a request to rezone and map amendment of 14.79 acres of property located at 1455 ROGERS LAKE ROAD (PARCEL ID 16 131 03 012) FROM R-100 (RESIDENTIAL MED LOT) DISTRICT TO RSM (SMALL LOT RESIDENTIAL MIX) DISTRICT TO CONSTRUCT 75 TOWNHOMES; and

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

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

WHEREAS, the Planning and Zoning Department recommends denial; and

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

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

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

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

Section 1. That RZ25-001, requesting to rezone the parcel from R-100 (RESIDENTIAL MED LOT) DISTRICT TO RSM (SMALL LOT RESIDENTIAL MIX) DISTRICT to construct 75 townhomes at 1455 Rogers Lake Road is APPROVED with conditions.

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

1. The development shall be limited to single-family detached dwellings and accessory uses and structures not exceeding 62 lots.

2. The proposed development shall be constructed in general conformance with conceptual Site Plan by Bullard Land Planning dated 09-10-24 included as part of this rezoning application.

3. The minimum heated floor area of each dwelling shall be 1,400 square feet.

4. A 20-foot buffer shall be provided where the property line of the Subject Property adjoins existing R-100 zoned property and shall be replanted to buffer standards where grading is necessary.

5. Architectural variability.

A. Distinctly different front façade designs shall be utilized within each phase of the development. The term "distinctly different" shall mean that each front for a single family dwelling must differ from adjacent single family dwelling front facades in at least four of the following six ways:

i. The use of different primary exterior materials;

ii. Variation in the width or height of the front façade by four feet or more;

iii. Variation of the type, placement or size of windows and doors on the front facades;

iv. Variations in rooflines, including the use of dormers and changes in the orientation of rooflines;

v. Variation in the location and proportion of front porches; and

vi. Variation in the location or proportion of garages and garages doors.

B. No single-family dwelling shall be of the same front façade design as any other single-family dwelling along the same block face within eight lots of the subject dwelling. Mirror images of the same configuration are not permitted on the same block face.

C. No single front façade design may be used for more that 25 percent of the total units for the proposed single family development.

6. Minimum lot size shall be 6,000 SF

7. Setbacks:

Front: 50 feet along Rogers Lake Road

10 feet for interior streets

Side: 10 feet – 15 feet between buildings

Rear: 30 feet

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

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

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

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

the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5. The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener's errors found in this Ordinance, including its exhibits, as enacted.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

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

Section 8. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Stonecrest, Georgia.

ORDAINED this _____ day of _____, 2025.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

_____

Jazzmin Cobble, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

REZONING APPLICATION ANALYSIS

Prepared By:	Ellis Still, Deputy Director
Petition Number:	**RZ25-001**
Applicant:	Robert F. Bullard 1235 Prospect Road Lawrenceville, GA 30043 blpbobby@bellsouth.net
Owner:	Boris Besay Allison Besay Michele Besay 2474 Kings Arms Dr., Atlanta, GA 30345 besayb2@yahoo.com
Project Location:	1455 Rogers Lake Road, Stonecrest, GA 30058 (Parcel ID # **16 131 03 012)**
District:	1- Councilman Tara Graves
Acreage:	+/-14.79 acres
Existing Zoning:	R-100 District (Residential Med Lot)
Future Land Use:	Suburban (SUB)
Overlay District:	N/A
Proposed Development/Request:	The applicant is seeking a rezoning and map amendment of +/-14.79 acres from R-100 (Residential Med Lot) district to RSM (Small Lot Residential Mix) district to construct 75 townhomes.
CPIM:	June 12, 2025
Planning Commission (PC):	July 1, 2025
Mayor & City Council:	July 28, 2025
Sign Posted/ Legal Ad(s) submitted:	May 23, 2025

Staff Recommendations: **Approval with CONDITIONS**

(amended July 21, 2025)

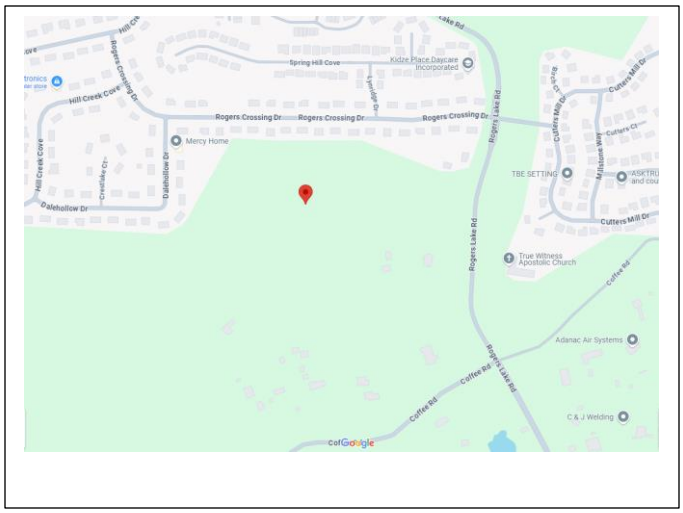
PC Recommendation: **DEFFERAL**

PROJECT OVERVIEW

Location

The subject properties are located at 1455 Rogers Lake Road with a parcel identification of 16 131 03 012. The subject property is currently vacant and was partially cleared in 2021 in accordance with permit number LD21-004.

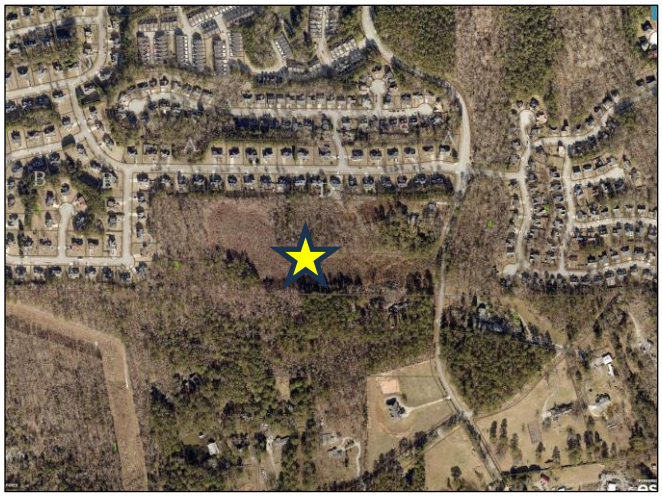
The property abuts R-100 (Residential Med Lot) District to the west, south and east. The abutting property to the north is R-100 (Residential Med Lot) and RSM (Small Lot Residential) districts.



Background

The City of Stonecrest Zoning Map has the property zoned R-100 (Residential Med Lot) District. The property is partially wooded and vacant. There are no wetlands or floodplain areas on the property. The applicant is requesting to rezone tax parcel 16 131 03 012 (1455 Rogers Lake Road) from R-100 (Residential Med Lot) to RSM (Small Lot Residential).

Aerial Map



Site Photo

Adjacent and Surrounding Properties	Zoning (Petition Number)	Land Use
Applicant	**R-100 (Residential Med Lot) District**	**Vacant Land**
Adjacent: North	R-100 (Residential Med Lot) District & RSM (Small Lot Residential)	Single-Family Homes
Adjacent: West	R-100 (Residential Med Lot) & RSM (Small Lot Residential)	Single-Family Homes
Adjacent: East	R-100 (DeKalb County)	Single-Family Homes (DeKalb County)
Adjacent: South	R-100 (Residential Med Lot) District	Single-Family Homes on Large Lots

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

Sec. 2.12.1. - Statement of purpose and intent.

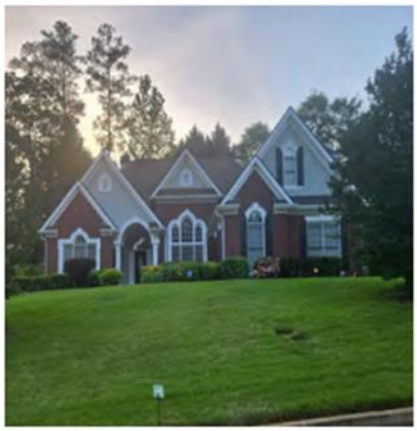
The purpose and intent of the City Council in establishing the RSM (Small Lot Residential Mix) District is as follows:

A. To provide for the creation of For Sale residential neighborhoods that allow a mix of single-family attached and detached housing options;

B. To provide flexibility in design and product on the interior of new development while protecting surrounding neighborhoods;

C. To implement the future development map of the city's comprehensive plan.

City of Stonecrest 2038 Comprehensive Plan 5- Year Update



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

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

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

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

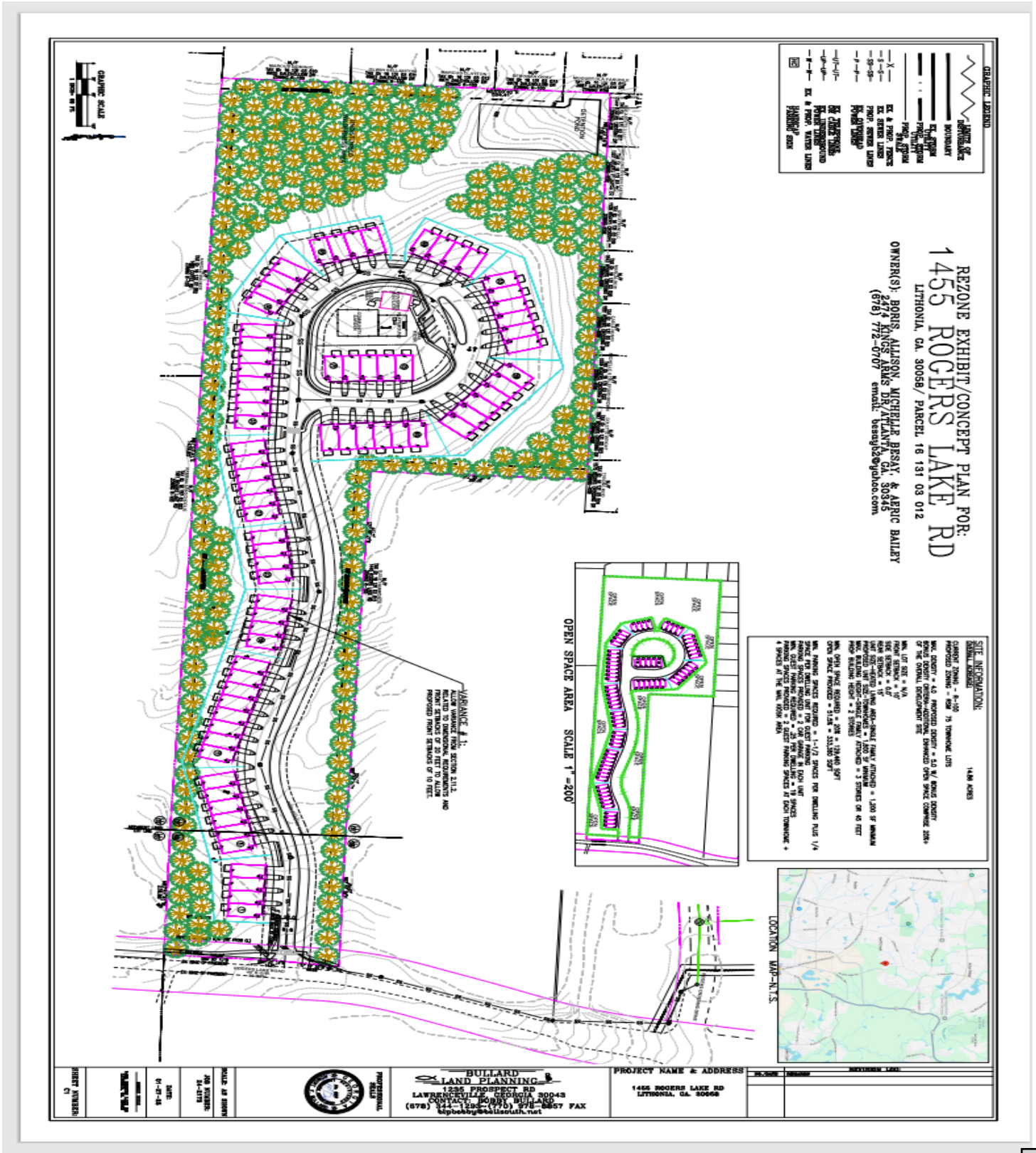
Permitted Districts: OI, OIT, NS, RSM, R100, R85, R75, R60, RNC

Public Participation

Property owners within 1,000 feet of the subject property were mailed notices of the proposed rezoning in January 2025. A Community Planning Information Meeting (CPIM) was held on February 13, at 6:00 p.m. at city hall. There was 1 attendee that spoke on the request in January. There were no attendees that spoke at the June 12th meeting.

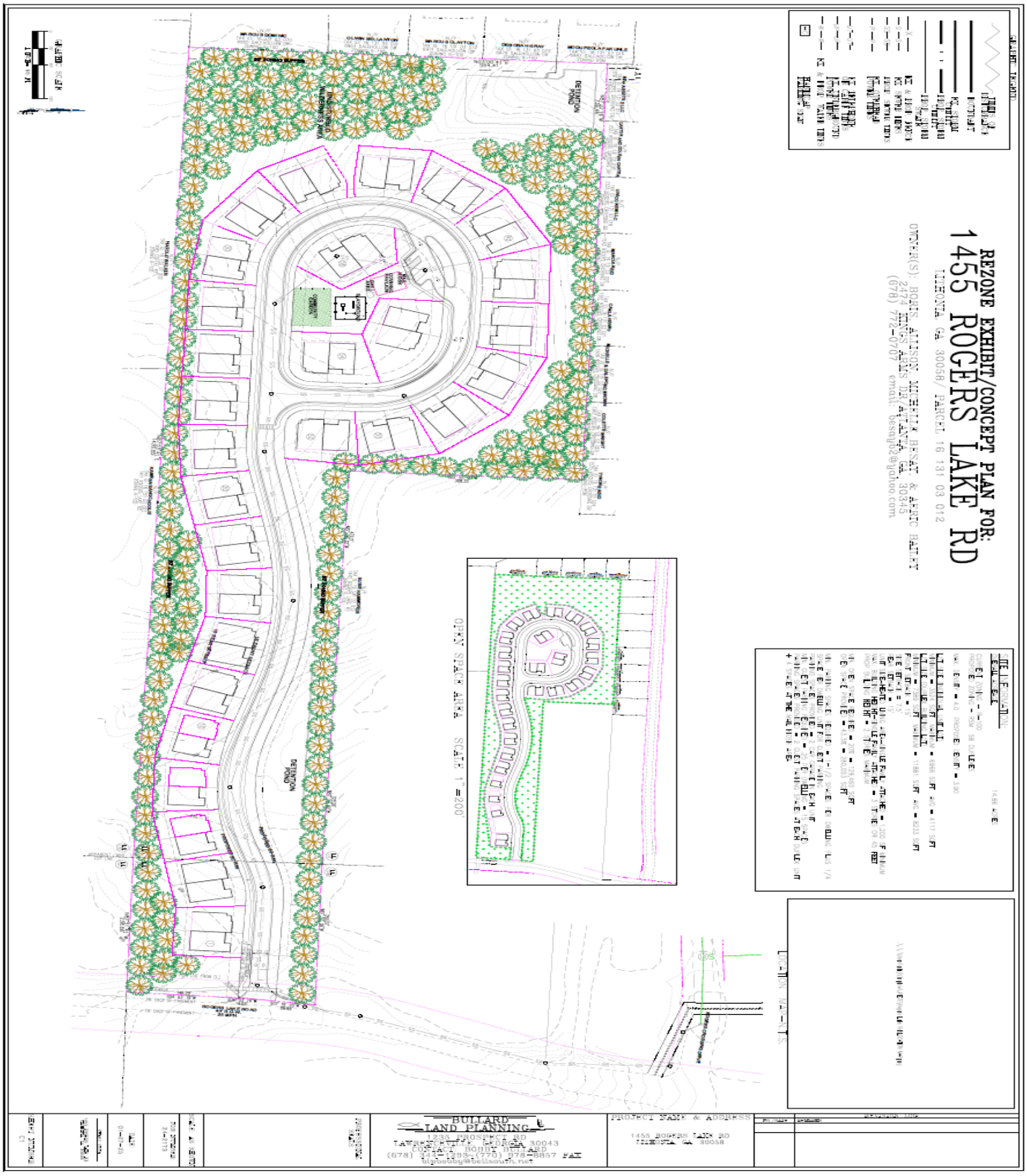
~~Proposed Site Plan~~ —WITHDRAWN 7/21/25

~~Townhome Community~~



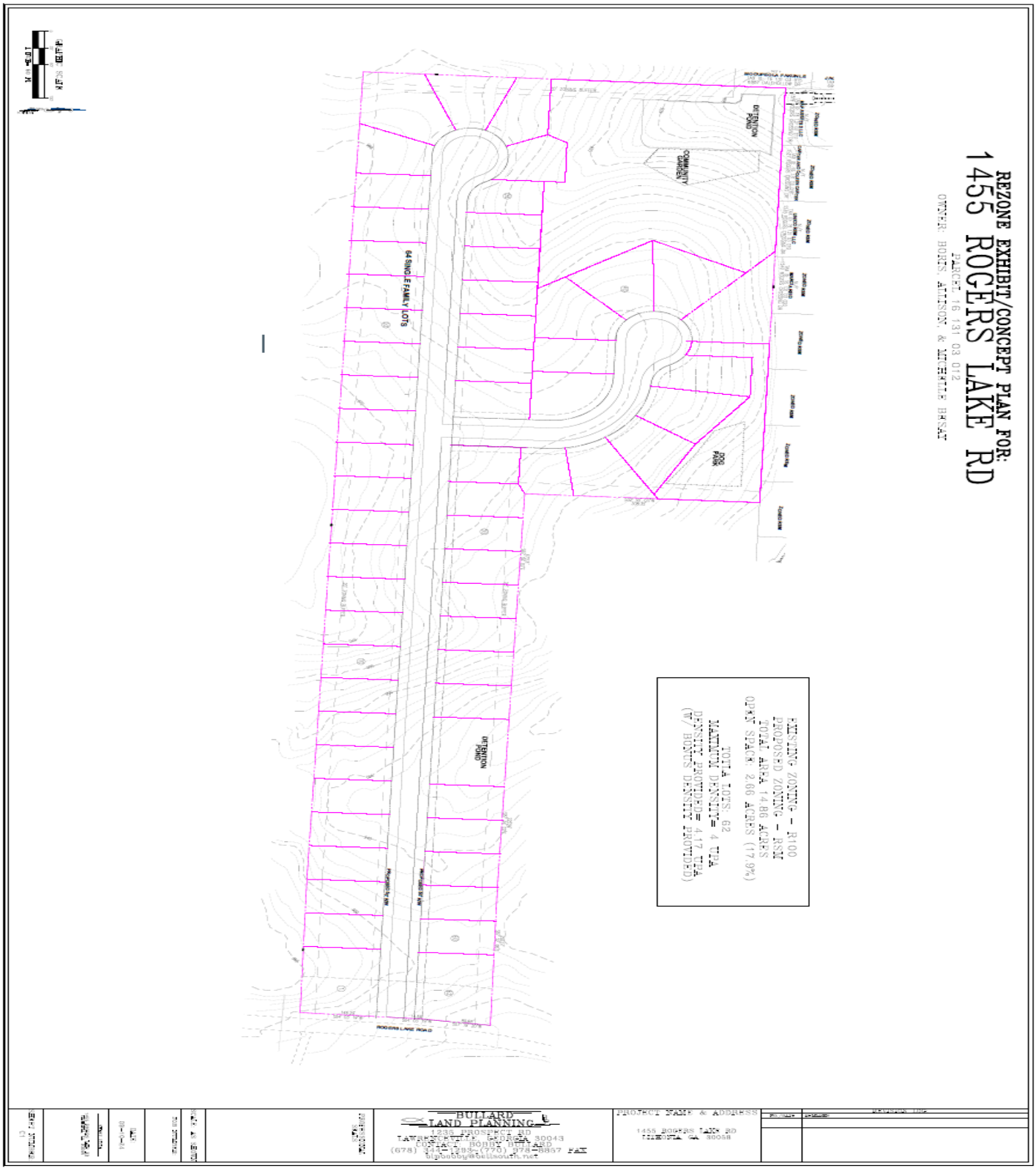
~~Proposed Site Plan~~ WITHDRAWN 7/21/25

~~Duplex Community~~



Proposed Site Plan *(See Attachment for Amendment)*

Single-Family Community



RZ25-00001

ADDRESS: **1455 Rogers Lake Road**

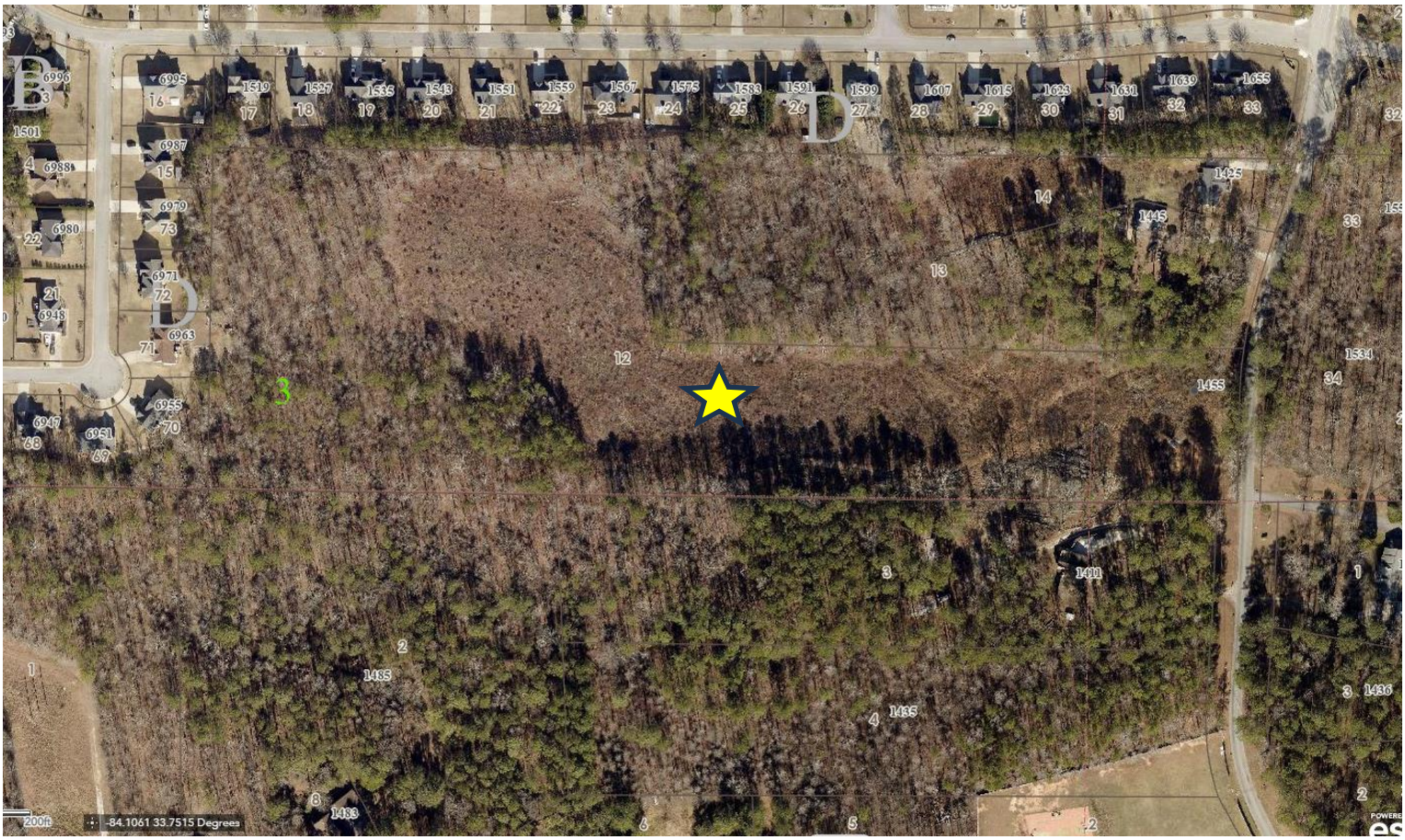
CURRENT ZONING: **R-100 (Residential Med Lot) District**

OVERLAY DISTRICT: **N/A**

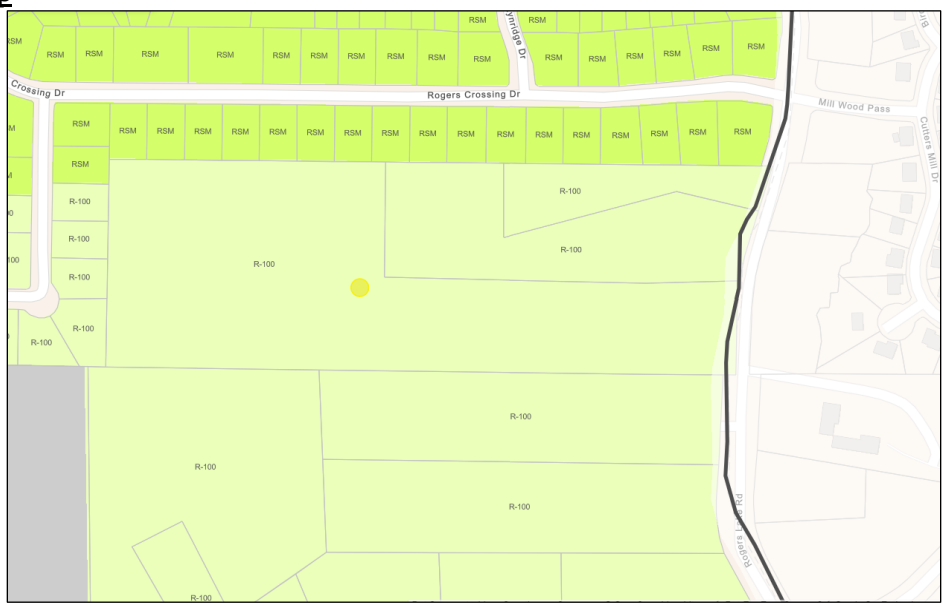
FUTURE LAND USE**: Suburban**

SUBJECT PROPERTY:

Aerial Map



Zoning Map



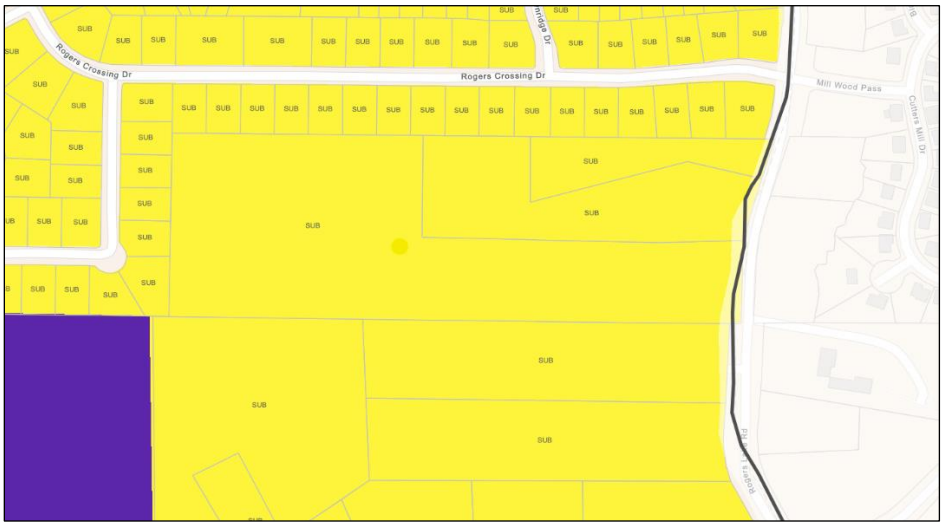
Legend

R-100 Residential Med Lot

M Light Industrial

RSM Small Lot Residential

Future Land Use Map



Legend

Heavy Ind.

Suburban Neighborhood

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STANDARDS OF ZONING MODIFICATION REVIEW

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

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

The Stonecrest Future Land Use Map within the 2038 Comprehensive Plan shows the subject property with a land use designation of Suburban. The ***Use Descriptions*** has townhomes as an allowable use and ***Permitted Districts*** allows the proposed zoning district of RSM. The proposed townhome development is within the allowable density range set forth by the comprehensive plan.

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

The zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties. The rezoning of the subject property is consistent with zoning of the property to the northwest that is developed as single-family homes. The current single family homes are constructed on lots that are larger than the proposed rezoning request permits. Although the subject property is nearly surrounded by property zoned R-100, mostly 5-acre parcels, there is a townhome development to the north with the same zoning classification as being requested.

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

The subject property is currently zoned R-100 (Residential Med Lot). This zoning classification permits single-family homes with a 15,000 square foot minimum lot size. The property does have reasonable economic use under its current zoning designation and could yield +/- 40 lots. An individual lot, single-family development would be more in character with the surrounding developments.

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

The zoning proposal could adversely affect the existing use or usability of adjacent or nearby property. The proposed rezoning is requesting to allow a townhome development that would add 75 townhomes that will access Rogers Lake Road. This could add approximately 185 more cars to a very narrow roadway. The pavement width is approximately 20 feet along the frontage of the subject property. This could adversely affect the livability of the current residents quality of life as the development could increase accessibility issues to and from Rogers Lake Road.

Additionally, the applicant has provided three (3) options of what would be a suitable proposed developments on the property. The options include townhomes, duplexes and single-family homes. It is staffs opinion that townhomes and the duplexes could have a proposed negative effect due to the number of additional cars added to Rogers Lake Road.

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

The proposed use of smaller lot single family homes, townhomes, and duplexes would be inconsistent with the uses that are adjacent to the parcel on all sides. The proposed townhome and/or duplex development would be surrounded by large-lot residential homes to the south and east. It would be bordered by single-family medium lot homes to the north and west. The proposed use would be inconsistent with the adjacent uses and would be a more intense use than the surrounding uses. It would be out of character with the surrounding properties. These factors provide supporting grounds to disapprove the proposed rezoning request for townhomes and duplexes.

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

Based on available information, there is no direct indication at this time that the proposed zoning changes for 1455 Rogers Lake Road would adversely affect any historic buildings, sites, districts, or archaeological resources.

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

The zoning proposal requests a change that would generate approximately 185 additional vehicles on a road that is very narrow and, in some areas, has no shoulders or guard rails. This will cause burdensome use on the streets in the area as they is currently narrow and, in some areas, need repairs. The proposed development may impact the local school by increasing the number of students attending the area schools. It will also increase the need for utilities such as water and sewer and services including sanitation refuge.

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

The subject property was partially cleared approximately four (4) years ago. Based on the three (3) options of the site plans submitted, it appears that there is an attempt to save most of the existing mature trees depending on the site plan. The proposed development will be required to adherence to all development regulations including evaluation of storm-water requirements, erosion control plan, landscaping plan and open space/tree save areas.

STAFF RECOMMENDATION *(Amended July 21, 2025)*

~~The rezoning requested lists three (3) options of a proposed community development on the property. The surrounding area is currently developed as single-family detached homes. The homes to the south and immediate north of the subject property are on lots that are 5 acres or more. Staff recommends that the proposed development fit with the surrounding development. Because there is no one (1) definite specific use that is being requested and because staff does not know what the true intent is, staff cannot support rezoning the property without fully evaluating a single/definite requested use.~~

~~Staff recommends **DENIAL** of the rezoning and map amendment requests.~~

The rezoning request was revisited by the applicant with an amendment to propose a solitary proposed use for the subject property in conjunction with the rezoning request from R-100 to RSM to construct single family residential detached homes. With the updated information staff recommends **APPROVAL** of the rezoning request with the following conditions.

1. The development shall be limited to single-family detached dwellings and accessory uses and structures not exceeding 62 lots.
2. The proposed development shall be constructed in general conformance with conceptual Site Plan by Bullard Land Planning dated 09-10-24 included as part of this rezoning application.
3. The minimum heated floor area of each dwelling shall be 1,400 square feet.
4. A 20-foot buffer shall be provided where the property line of the Subject Property adjoins existing R-100 zoned property and shall be replanted to buffer standards where grading is necessary.
5. Architectural variability.

   A. Distinctly different front façade designs shall be utilized within each phase of the development. The term "distinctly different" shall mean that each front for a single family dwelling must differ from adjacent single family dwelling front facades in at least four of the following six ways:

   i. The use of different primary exterior materials;
   ii. Variation in the width or height of the front façade by four feet or more;
   iii. Variation of the type, placement or size of windows and doors on the front facades;
   iv. Variations in rooflines, including the use of dormers and changes in the orientation of rooflines;
   v. Variation in the location and proportion of front porches; and
   vi. Variation in the location or proportion of garages and garages doors.

   B. No single-family dwelling shall be of the same front façade design as any other single-family dwelling along the same block face within eight lots of the subject dwelling. Mirror images of the same configuration are not permitted on the same block face.

   C. No single front façade design may be used for more that 25 percent of the total units for the proposed single family development.

6. Minimum lot size shall be 6,000 SF
7. Setbacks:

   Front: 50 feet along Rogers Lake Road
   10 feet for interior streets
   Side: 10 feet – 15 feet between buildings
   Rear: 30 feet

PLANNING COMMISSION (PC) RECOMMENDATION – July 1, 2025

The Planning Commission recommended a DEFERRAL of the request.

Attachment(s): RZ 25 001 REZONING MATERIALS

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

Amendment Application

PROPERTY

Site Address(es): 1455 Rogers Lake Rd/Lithonia, Ga. 30058		**Parcel #:** 16 131 03 012	**Zip:** 30058
Project Name (If applicable):			
Current Zoning	R-100	**Proposed Zoning**	RSM
Current Use	Undeveloped	**Proposed Use**	Townhome subdivision

OWNER INFORMATION

Name:	Boris, Allison, and Michelle Besay		
Address:	2474 Kings Arms Dr/Atlanta, Ga. 30345		
Email:	besayb2@yahoo.com	Phone:	678-772-0707

APPLICANT

Name:	Robert F. Bullard		
Address:	1235 Prospect Rd/Lawrenceville, Ga. 30043		
Email:	blpbobby@bellsouth.net	Phone:	678-344-1293

AFFIDAVIT

To the best of my knowledge, this application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Stonecrest Zoning Ordinance. I understand that failure to supply all required information (per the relevant Applicant Checklists and Requirements of the Stonecrest Zoning Ordinance) will result in the rejection of this application. I have read the provisions of the Georgia Code Section 36-67A-3 as required regarding Campaign Disclosures. My Signed Campaign Disclosure Statement is included.

Applicant's Name:	Robert F. Bullard		
Applicant's Signature:	Robert F. Bullard	**Date:**	1/30/25

NOTARY

Sworn to and subscribed before me this	30th day of Jan. 2025		
Notary Public:	BETTY JO SMITH NOTARY PUBLIC GEORGIA WALTON COUNTY		
Signature:	Betty Jo Smith	**Date:**	1/30/25

3120 STONECREST BLVD. • STONECREST, GEORGIA 30038 • (770) 224-0200 • WWW.STONECRESTGA.GOV UPDATED ON 12/15/2023

THE CITY OF STONECREST

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

THE CITY OF STONECREST GEORGIA

Applicant(s) Notarized Certification

The petitioner acknowledged that this amendment application form is correct and complete. By completing this form, all applicant of the subject property certifies authorization of the filing of the application for amendment(s), and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Applicant

Name:	Robert F. Bullard		
Address:	1235 Prospect Rd	City, State: Lawrenceville, Ga	Zip: 30043
Signature:	Robert F. Bullard	Date:	1/30/25

Sworn to and subscribed before me this 30th day of Jan., 2025

Notary Public: Betty Jo Smith

BETTY JO SMITH NOTARY PUBLIC GEORGIA WALTON COUNTY 2/28/28

Applicant (if applicable)

Name:			
Address:		City, State:	Zip:
Signature:		Date:	

Sworn to and subscribed before me this _____ day of _____, 20____

Notary Public:

Applicant (if applicable)

Name:			
Address:		City, State:	Zip:
Signature:		Date:	

THE CITY OF STONECREST

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

THE CITY OF STONECREST GEORGIA

Property Owner(s) Notarized Certification

The owner and petitioner acknowledge that this amendment application form is correct and complete. By completing this form, all owners of the subject property certify authorization of the filing of the application for amendment(s), and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Property Owner

Name:	Boris Besay		
Address:	2474 Kings Arms Dr	City, State: Atlanta, Georgia	Zip: 30345
Signature:	Besay	Date:	1/30/2025

Sworn to and subscribed before me this 30 day of January 20 25

Notary Public: Kelly E Wagner

KELLY E. WAGNER NOTARY PUBLIC ROCKDALE COUNTY, GEORGIA My Commission Expires 11-15-2025

Additional Property Owner (if applicable)

Name:	Allison Besay		
Address:	2474 Kings Arms Dr	City, State: Atlanta, Georgia	Zip: 30345
Signature:	Allison Besay	Date:	1/30/25

Sworn to and subscribed before me this 30 day of January 20 25

Notary Public: Kelly E Wagner

KELLY E. WAGNER NOTARY PUBLIC ROCKDALE COUNTY, GEORGIA My Commission Expires 11-15-2025

Additional Property Owner (if applicable)

Name:	Michelle Besay		
Address:	2474 Kings Arms Dr	City, State: Atlanta, Georgia	Zip: 30345
Signature:	Michelle Besay	Date:	1/30/25

THE CITY OF STONECREST

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

THE CITY OF STONECREST GEORGIA

Sworn to and subscribed before me this 30 day of January 2025

Notary Public: Kelly E Wagner

KELLY E. WAGNER NOTARY PUBLIC My Commission Expires 11-15-2025 ROCKDALE COUNTY, GEORGIA

Additional Property Owner (If applicable)

Name:	Aeric Bailey		
Address:	2474 Kings Arms Dr	City, State: Atlanta, Georgia	Zip: 30345
Signature:		Date:	1-30-25

Sworn to and subscribed before me this 30 day of January 25

Notary Public: Kelly E Wagner

KELLY E. WAGNER NOTARY PUBLIC My Commission Expires 11-15-2025 ROCKDALE COUNTY, GEORGIA

1455 Rogers Lake Rd
Lithonia, Ga. 30044

City of Stonecrest Planning and Zoning Department
3120 Stonecrest Blvd. Ste 190
Stonecrest, Georgia 30038
770-224-0200

RE: Letter of Intent
Subject Parcel **16 131 03 012**
January 25th, 2025

To Whom It May Concern,
We would like to request a rezoning of the 14.86 acre property located at 1455 Rogers Lake Rd. The existing zoning is R100 and we have included a Concept Plan that represents a request in rezoning to RSM. The plan features 75 single family attached (SFA) townhome lots. This represents a proposed density of 5.0 units/acre which includes a bonus density of 25% which is achieved through additional enhanced open space.

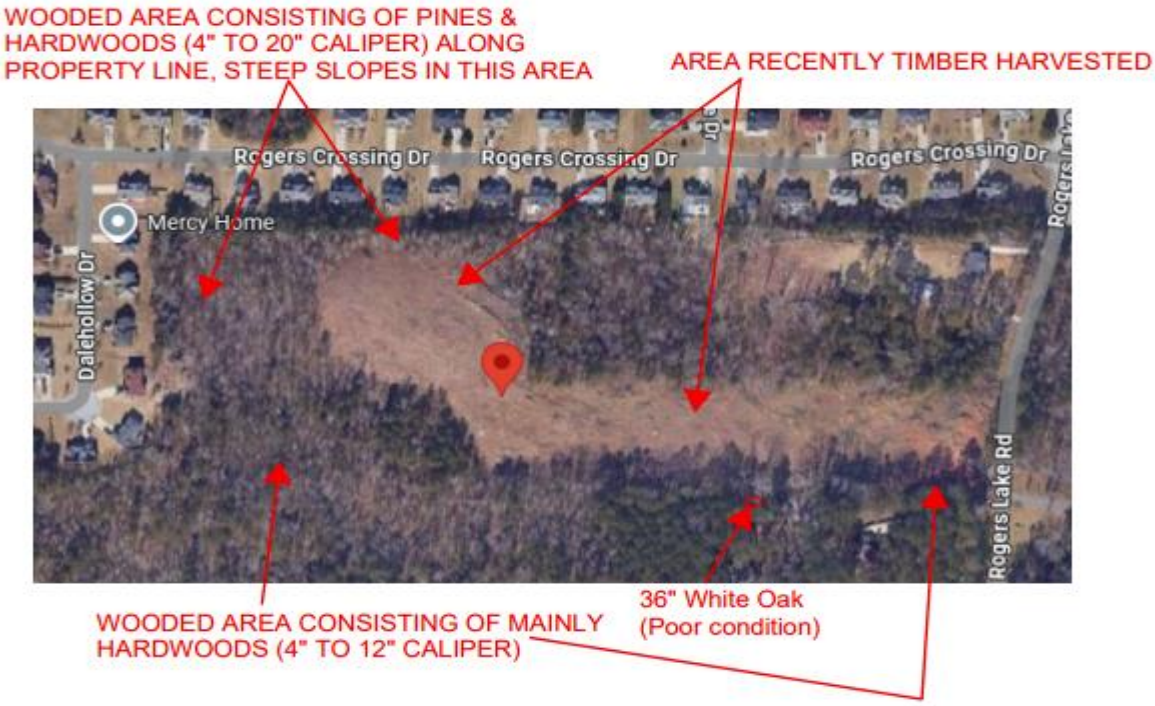
The following variance is requested:
1) Allow variance from code section 2.11.2. related to required setbacks to allow a 10 foot front setback instead of the required 20' front setback.

Sincerely,
Robert Ballard
Applicant

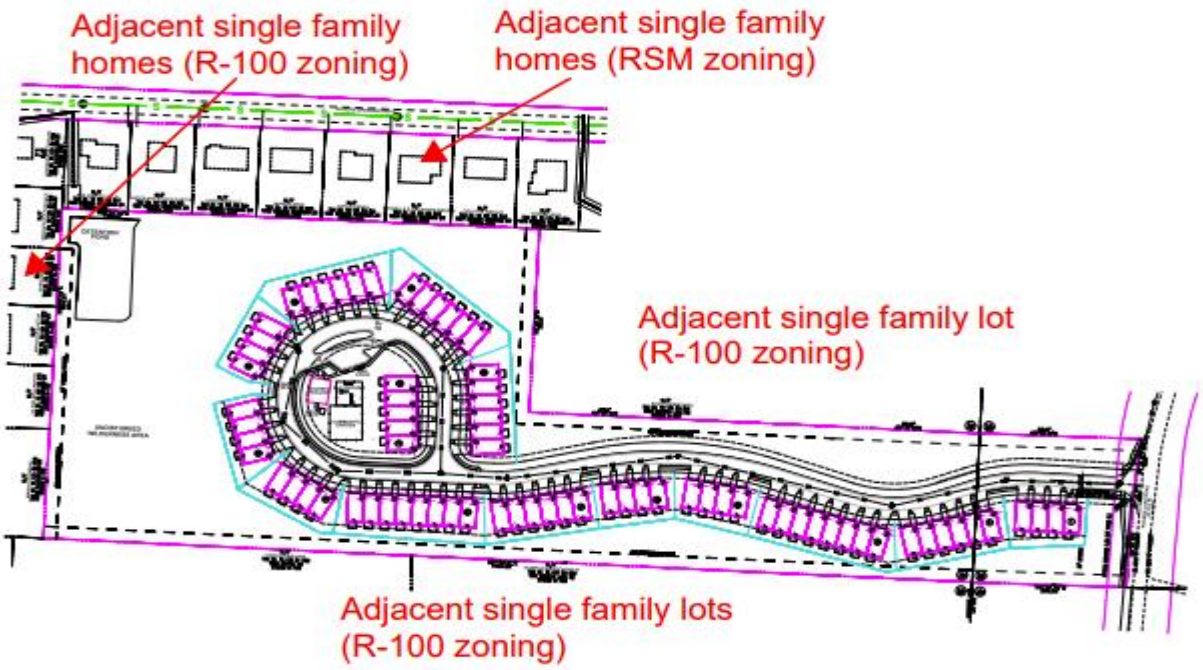
Environmental Site Analysis
1455 Rogers Lake Rd
Lithonia, Ga. 30044

1. Conformance to the Comprehensive Plan:

a. This project proposes a 75 lot single family attached (SFA) townhome development. The property is at 1455 Rogers Lake Rd and is 14.86 acres.



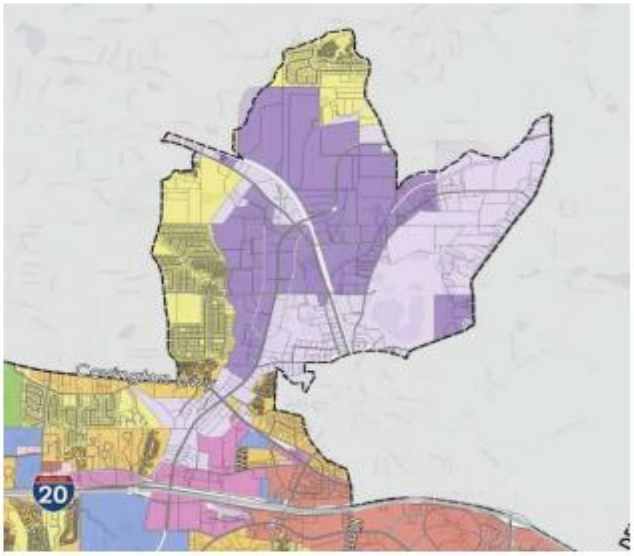
b. Adjacent Property Description and Proposed Site Plan



c. This proposed project conforms to the Comprehensive Land Use Plan as it proposes single family attached (SFA) townhomes which is an allowed use under RSM zoning

d. Under the Comprehnsive Land Use Map, the proposed project and property is located in the "Suburban Neighborhood" classification.

e. The proposed townhome development would be an acceptable "Suburban Neighborhood" Land Use.



2. Environmental Impacts of the Proposed Project:

a. The U.S. Fish and Wildlife Service, National Wetlands Inventory Map has been consulted and site visits have been done to this property and no wetlands areas exist on this site.

b The Federal Emergency Agency (FEMA) flood maps have been consulted and there is no floodplain on this property from a water course with a drainage area exceeding 100 acres or floodplain per FIRM Panel 13089C0113K dated 12/8/2016.

c. A site visit has been done at this site and no streams or related stream buffers exist on the site or within 200 feet of the site.

d. There is one small area just north of the northern property line of the site where there are existing slopes that exceed 25% over a 10 foot rise in elevation. There are no slopes like this actually on the site.

e. Through field observations, a good portion of the site was cleared in the past 2-3 years, and almost all of the new development area is in the recently cleared area. The cleared area has begun to be re-vegetated with Black Berry and other early succession shrub, pine, and ground cover growth. The perimeter areas of the site have some Loblolly Pine but is a majority mix of hardwoods. The largest hardwoods are around 20" DBH but the majority are under 10" dbh.

f. After an onsite review of the property, and reviewing the United States Fish and Wildlife Service inventory maps, the Georgia Department of Natural Resources, and the Wildlife Resources Division and Natural Heritage online records, we have determined that there are no endangered species, protected natural resources or natural heritage registered sites on or adjacent to this property.

g. According to the National Register of Historic Places and our onsite site review, there are no historic or archaeological sites on, or adjacent to this site.

3. Project Implementation Measures:

a. There are no streams or floodplains that exist on the site or within 200 feet of the site. On areas that exist with significant slopes to the north of the property, the addition of a stormwater detention pond will decrease the flow rates from the site to the neighboring properties.

b The protection of water quality will be achieved through the addition of a stormwater detention pond and water quality measures.

c. There is no existing infrastructure on the site.

d. There are no historical or archaeologically significant areas on the site.

e. The site will not produce any negative impacts on environmentally stressed communities by exposure to any of the followings factors such as public or municipal (e.g., soild waste or waste water treatment facilities, utilties, airports, and railroads) and industrial (e.g., landfills, quarries, and manufacturing facilities) uses.

f. This site proposes to save over 50% of its total area in green/open space.

g. The site will have buffer and green space areas around its perimeter to help protect surrounding citizens from any negative impacts of any proposed lighting and noise.

h. This site will propose and preserve recreational green space and parks.

i. This site will have minimal negative impacts to the existing wildlife in the area as it will set aside over 50% of its total area as open/green space.

1455 ROGERS LAKE RD

PROPOSED TOWNHOMES-FRONT ELEVATIONS

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

CITY OF STONECREST, GEORGIA

Community Planning Information Meeting (CPIM)

Summary Minutes

June 12, 2025, at 6:00 P.M.

Planning-zoning@stonecrestga.gov

*IN-PERSON MEETING

Stonecrest's YouTube Broadcast Link

Citizens wishing to actively participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request, including your full name, address, and position on the agenda item you are commenting on (for or against) via email to Planning-zoning@stonecrestga.gov by 2 p.m. the day before the meeting to be read into the record at the meeting.

I. CALL TO ORDER AND INTRODUCTIONS: Planning and Zoning Staff – Felleshia Blair

Community Development Director Shawanna Qawiy, Planning and Zoning Deputy Director Ellis Still, Senior Planner Ramona Eversley, Zoning Analyst Abeykoon Abeykoon, and Administrative Assistant Cobi Brown were in attendance.

II. REVIEW OF THE PURPOSE AND INTENT OF THE COMMUNITY PLANNING INFORMATION MEETING AND RULES OF CONDUCT – Felleshia Blair

III. Item(s) of Discussion:

PETITION:	**RZ25-001**
PETITIONER:	Bobby Bullard of Bullard Land Planning
LOCATION:	1455 Rogers Lake Rd
PETITIONER'S REQUEST:	The request is for a rezoning and map amendment of the parcel from R-100 (Residential Medium Lot - 100) to RSM (Small Lot Residential Mix) for a proposed residential development.

Bobby Bullard, the applicant, came up to speak. He stated that this application was sent through a full-cycle deferment at the April 28, 2025, Mayor and City Council Meeting, and also mentioned that the planning/zoning department recommended denial of the application in their staff report. He has met with two of the council members to see what product would be beneficial for the owner of the property as well as the city. The project was originally proposed to be solely a townhome development, but instead, they are proposing duplexes. The development will also feature amenities such as a playground and a community garden.

The public was given time to ask questions. There was no one to make a comment.

PETITION:	**RZ25-003**
PETITIONER:	Hugh Delaney of D2 Construction Services
LOCATION:	2979 Klondike Road
PETITIONER'S REQUEST:	The request is for a rezoning and map amendment of the parcel from OI (Office - Institutional) to MR-1 (Medium Density Residential -1) for a proposed townhome development.

Hugh Delaney, the applicant, came up to speak. He stated that rezoning the property would provide a more economical use for the property and would contribute to increasing the tax base in the area. The owner of the property would like to develop eight townhomes on the property. The development would provide a good residential mix in the area.

The public was given time to ask questions.

Ms. Vetra, a resident who lives near the site of the proposed development, asked where the access point of the development will be located

Antionette Rivers, a resident, stated that the proposed development will lead to congestion in the area. She also commented on the smaller size of the proposed townhomes and asked about the price point. She mentioned that she has lived in the area for a while, and with the expansion of her neighborhood and the surrounding developments, the area now has less of a country feel. Lastly, she asked if the development will be on sewer or septic.

Hugh Delaney informed that there isn't a definitive price point determined for the homes yet, and that they will be on sewer.

Anna Randolph, a resident, stated that she is concerned about traffic coming into her neighborhood, the garbage dumpster on the property drawing in animals, if there will be a buffer between the existing developments, another planned development in the area, traffic, and the access points to the development.

Tameika Jared, a resident, stated that she is also concerned about the traffic the development will produce. She also asked about the completion of the neighboring development, sidewalks, trees, and an additional access point.

Fellisha Blair, planner, stated that there are standards that applicants who are seeking to develop must abide by, including adding sidewalks and landscaping.

PETITION:	**ZM25-002**
PETITIONER:	Hugh Delaney of D2 Construction Services
LOCATION:	2979 Klondike Road
PETITIONER'S REQUEST:	The request is to amend the approved conditions placed on the site for a proposed townhome development.

Hugh Delaney, the applicant, stated that the property was conditioned (CZ-08-14586) to a site plan sixteen years ago that was never executed by the previous owner of the property. They would like to remove all of the conditions to move forward with their proposed development.

The public was given time to ask questions.

Anna Randolph, a resident, asked if the conditions could stay in place, more specifically, the condition that addresses traffic.

Antionette Rivers, a resident, mentioned her concern about the property's size and the number of townhomes proposed to be on the lot.

Hugh Delaney, the applicant, stated that he will try to have the developer for the townhomes at the next meeting to provide information about them specifically.

PETITION:	**SLUP25-002**
PETITIONER:	Lydia Nicholas of Oasis Personal Care Home
LOCATION:	5284 Salem Springs Place
PETITIONER'S REQUEST:	The petitioner is seeking a Special Land Use Permit (SLUP) to operate as a Type 2 Home Occupation for a personal care home business.

Lydia Nicholas, the applicant, stated that she currently works in the ICU department, and her experiences with her patients at her facility illustrate why her proposed use is needed for the elderly population. She stated that it will not be a nursery home, but is more of a matter of companionship. It was also stated that six residents can live in the home and that they will be assisted with their nutrition, socializing, and will participate in activities.

Ramona Eversley, Senior Planner, asked the applicant about the number of restrooms in the home, the number of floors the home has, additional staff, and if the HOA allows this use.

Lydia Nicholas, the applicant, replied that there are three restrooms, a stair lift will be installed for the residents to access the

second floor, there will be one additional staff member, and that there is no HOA.

The public was given time to ask questions.

Desiree Ambrose, a resident, stated she has lived in the subdivision for 27 years and is not happy about the proposal. She stated that this business should be in a commercial area. Ms. Ambrose also asked the applicant how frequently she would be on the property.

Lydia Nicholas, the applicant, stated that her business will not change the "outlook" of the community and that the building will remain residential. She also stated that she recently bought the property to live in. It was also stated that there will be no signs or traffic.

Wanda Carr, a resident, stated that she lives two minutes away from the proposed personal care home and that she opposes the application. There has been a steady decline in the upkeep of the neighborhood due to investors buying properties and squatters. This business will open the door to more businesses operating in the area.

Brenda Whitehead, a resident, stated that she opposes the business. This location is not a fit for this type of business. She also questioned if it would be safe for the elderly residents to participate in activities such as walking on the road.

Maurice McFarland, a resident, stated that this business will affect the community's property values and those who currently reside in the area. He stated that he assisted with repairing the home and is fully aware of its makeup. It was also expressed that this is all done solely to make money.

Lydia Nicholas, the applicant, clarified that the business will not change the outlook of the neighborhood and that she would like to make an impact on the community. She also stated that the home has more than enough space for the residents.

PETITION:	**TMOD25-003**
PETITIONER:	The City of Stonecrest
LOCATION:	City-Wide
PETITIONER'S REQUEST:	The City of Stonecrest is seeking approval to modify Chapter 27 ZONING ORDINANCE.

Ellis Still, Deputy Director of Planning & Zoning, stated that the city is petitioning to update terms in Chapter 27 Zoning Ordinance to align with the department structure of the city. All decisions for the planning and zoning division will be made by the Community Development Director.

The public was given time to ask questions. There was no one to make a comment.

IV. ADJOURNMENT

The meeting was adjourned at 7:48 p.m.

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.

THE CITY OF STONECREST

THE CITY OF STONECREST GEORGIA

CITY OF STONECREST, GEORGIA

APPROVED: Ellis Still 6/25/2025

DIRECTOR, PLANNING & ZONING **DATE**

ATTEST:

SECRETARY **DATE**

MADDOXNIX
A PROFESSIONAL CORPORATION

John Andrew Nix
Robert W. Maddox, P.C.

ATTORNEYS AT LAW
945 BANK STREET
CONYERS, GEORGIA 30012

Telephone:
770-922-7700
E-correspond:
jan@maddoxnixfirm.com

July 21, 2025

BY HAND DELIVERY
Ellis Still
Deputy Director
Planning & Zoning
City of Stonecrest
3120 Stonecrest Boulevard
Suite 190
Stonecrest, Georgia 30038

Re: Zoning Amendment – 1455 Rogers Lake Road

Dear Mr. Still:

In conjunction with our telephone discussion late last week I submit the Applicant's amended Letter of Intent and supporting documentation related to the above referenced Zoning Amendment. The requested elevations of the proposed single family homes will be provided by separate cover to your office. The Applicant and the Owners respectfully request consideration of the enclosed by the Department in conjunction with the hearing before the City Council at the end of this month.

Please do not hesitate to contact me (678) 451 4449 if additional information is required.

Sincerely,

John Andrew Nix

cc: Cobi Brown
With Electronic Copy

Parcel 16 131 03 012
Parcel 0013 090A
1455 Rogers Lake Road
Zoning Amendment
Boris, Allison and Michelle Besay
July 21, 2025

Applicant:
Robert F. Bullard
1235 Prospect Road
Lawrenceville, Georgia 30345
(678) 344-1293
blpbobby@bellsouth.net

Amended Letter of Intent

On behalf of the Owners the Applicant submits this Amended Letter of Intent for the purpose of identifying a solitary proposed use for the Subject Property in conjunction with the requested zoning amendment from R100 to RSM – single family residential.

The proposed zoning amendment of RSM would be compatible with the current land uses of adjacent and nearby properties which are currently zoned RSM consisting of single family residential uses. In addition, the requested amendment is permitted under the future land use map for the City.

The conceptual plan for the Subject Property depicting the proposed use under RSM is submitted with this Amended Letter of Intent.

On behalf of the Owner,

Robert F. Bullard
Robert F. Bullard, Applicant
Bullard Land Planning

Parcel 16 131 03 012
Parcel 0013 090A
1455 Rogers Lake Road
Zoning Amendment
Boris, Allison and Michelle Besay
July 21, 2025

Conceptual Plan
Single Family Residential
Requested RSM Zoning

REZONE EXHIBIT/CONCEPT PLAN FOR:
1455 ROGERS LAKE RD

PARCEL 16 131 03 012
OWNER: BORIS, ALLISON, & MICHELLE BESAY

SITE INFORMATION:
OVERALL ACREAGE: 14.86 ACRES

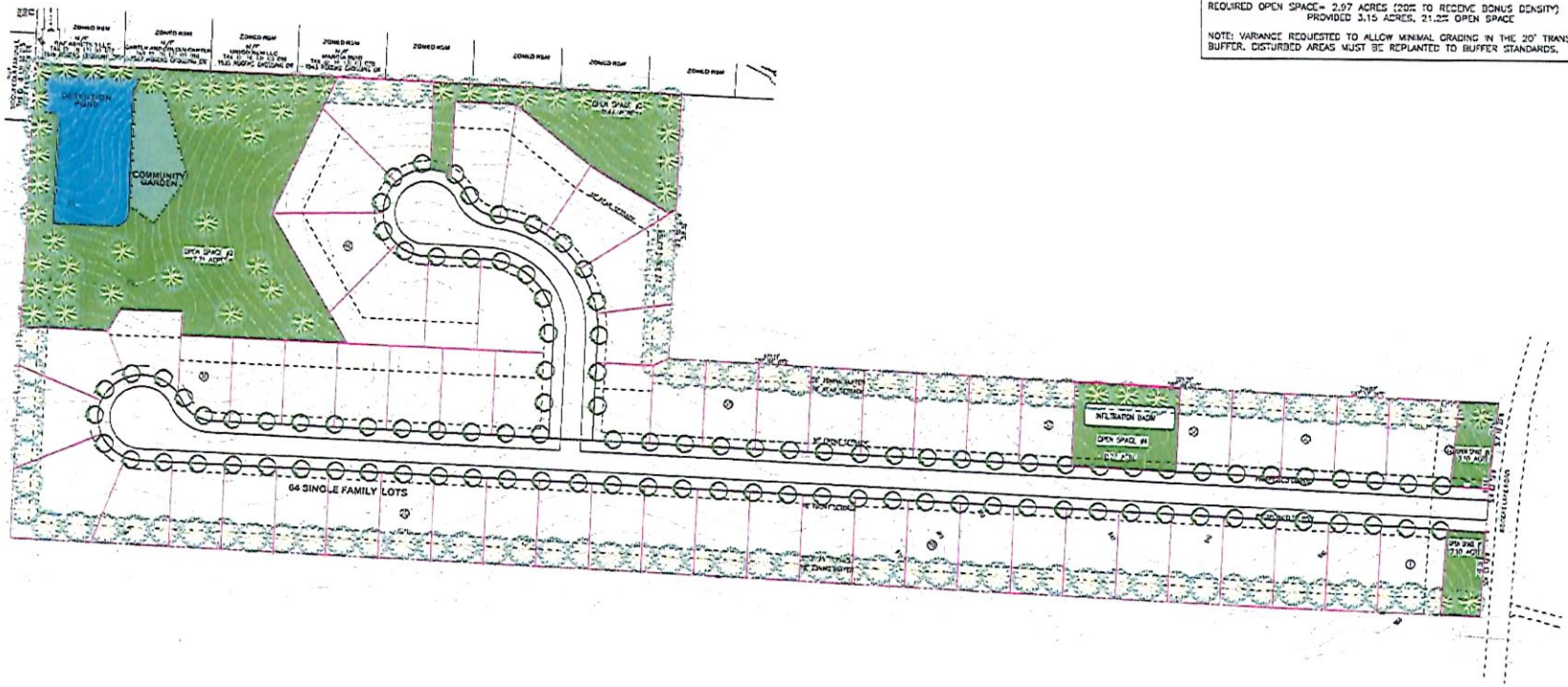
CURRENT ZONING = R-100
PROPOSED ZONING = RSM 62 SINGLE FAMILY LOTS

MAX. DENSITY = 4.0 PROPOSED DENSITY = 4.31 W/ BONUS DENSITY
BONUS DENSITY CRITERIA-ADDITIONAL ENHANCED OPEN SPACE COMPRISE 20%+ OF THE OVERALL DEVELOPMENT SITE

MIN. LOT SIZE = 6,000 SQFT
FRONT SETBACK = 15', 10' FOR INTERIOR STREET
SIDE INTERIOR SETBACK = 0.0', 15' BETWEEN BUILDINGS
REAR SETBACK = 30'
UNIT SIZE-HEATED LIVING AREA-SINGLE FAMILY DETACHED = 1,200 SF MINIMUM
MAX. BUILDING HEIGHT-SINGLE FAMILY ATTACHED = 35 FEET

REQUIRED OPEN SPACE= 2.97 ACRES (20% TO RECEIVE BONUS DENSITY)
PROVIDED 3.15 ACRES, 21.2% OPEN SPACE

NOTE: VARIANCE REQUESTED TO ALLOW MINIMAL GRADING IN THE 20' TRANSITIONAL BUFFER. DISTURBED AREAS MUST BE REPLANTED TO BUFFER STANDARDS.



GRAPHIC SCALE
1 INCH= 60 FT.

PROJECT NAME & ADDRESS
1455 ROGERS LAKE RD
LITHONIA, GA 30058

BULLARD LAND PLANNING
1235 PROSPECT RD
LAWRENCEVILLE, GA 30043
CONTACT: PHOBY BULLARD
(678) 314-1298 (770) 978-8857 FAX
pbullard@bullardlp.net

PROFESSIONAL SEALS

SCALE: AS SHOWN
JOB NUMBER:
DATE: 09-10-24
SHEET NUMBER: C1

Parcel 16 131 03 012
Parcel 0013 090A
1455 Rogers Lake Road
Zoning Amendment
Boris, Allison and Michelle Besay
July 21, 2025

Proposed Conditions – RSM Zoning
Single Family Residential

The following conditions are proposed in conjunction with the Owners' request for a zoning amendment for the Subject Property from R-100 to RSM.

1. The development shall be limited to single-family detached dwellings and accessory uses and structures not exceeding 62 lots.

2. The proposed development shall be constructed in general conformance with conceptual Site Plan by Bullard Land Planning dated 09-10-24 included as part of this rezoning application.

3. The minimum heated floor area of each dwelling shall be 1,400 square feet.

4. A 20 foot buffer shall be provided where the property line of the Subject Property adjoins existing R-100 zoned property and shall be replanted to buffer standards where grading is necessary.

5. Architectural variability.

A. Distinctly different front facade designs shall be utilized within each phase of the development. The term "distinctly different" shall mean that each front for a single family dwelling must differ from adjacent single family dwelling front facades in at least four of the following six ways:
i. The use of different primary exterior materials;
ii. Variation in the width or height of the front facade by four feet or more;
iii. Variation of the type, placement or size of windows and doors on the front facades;
iv. Variations in rooflines, including the use of dormers and changes in the orientation of rooflines;
v. Variation in the location and proportion of front porches; and
vi. Variation in the location or proportion of garages and garage doors.

B. No single-family dwelling shall be of the same front facade design as any other single-family dwelling along the same block face within eight lots of the subject dwelling. Mirror images of the same configuration are not permitted on the same block face.

C. No single front facade design may be used for more than 25 percent of the total units for the proposed single family development.

6. Minimum lot size shall be 6,000 SF

7. Setbacks:
-Front: 50' along Rogers Lake Road
10' for interior streets
Side: 0.0', 15' between buildings
Rear: 30'

Parcel 16 131 03 012
1455 Rogers Lake Road
Zoning Amendment
Boris, Allison and Michelle Besay
July 21, 2025
Stonecrest, Georgia

Constitutional Objections

These constitutional objections are submitted on behalf of the owners, Boris Besay, Allison Besay and Michelle Besay, (hereafter collectively the "Besays") in the above-referenced Zoning Amendment Application (the "Application"), and directed to the governing authority of the City of Stonecrest, Georgia. The intent of this statement is to respectfully apprise and place the governing authority of the City of Stonecrest on notice that denial of the Application would be unconstitutional as stated herein, thus allowing said governing authority the opportunity to prevent these unconstitutional actions, as well as to respectfully comply with all notice requirements imposed by the Georgia and federal judiciary.

The Besays believe that their Application meets and satisfies each of the criteria relative to the granting of a zoning amendment as specified in the Code of Ordinances of City of Stonecrest and related ordinances of City of Stonecrest and accordingly must be granted by the City Council. Any application of the City of Stonecrest Zoning Ordinance or action by the City Council of the City of Stonecrest that would restrict the subject site other than as presented in this Application as requested by the Besays would be unconstitutional, illegal, null and void, constituting a destruction of their protected property interests and a taking of the subject property in violation of the Just Compensation Clause of the Fifth and Fourteenth Amendments to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Georgia Constitution and the Constitution of the United States, denying Besays an economically viable use of their land while not substantially advancing legitimate state interests.

A denial of this Application would constitute a gross abuse of discretion and an arbitrary and capricious act by the Board of Commissioners without any rational basis in violation of Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. To the extent that the proposed zoning change is denied based upon Newton County standards and criteria the Besays contend said standards and criteria are unconstitutionally vague and arbitrary in violation of Article I, Section I, Paragraph I and Article

I, Section III, Paragraph I of the Constitution of the State of Georgia 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal to approve the requested zoning amendment as proposed by the Besays as applied to the subject property would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between these applicants and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

Any imposition of conditions upon the subject property restricting the utilization of the subject site other than conditions agreed to by the Besays also would constitute an arbitrary, capricious and discriminatory act and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove, particularly the referenced takings clauses of said State and Federal Constitutions.

PLANNING COMMISSION MEETING
Stonecrest City Hall* - 6:00 p.m.
*In-Person Meeting
July 1, 2025

Summary Minutes

As set forth in the Americans with Disabilities Act of 1990, the City of Stonecrest will assist citizens with special needs given notice (7 working days) to participate in any open meetings of the City of Stonecrest. Please contact the City Clerk's Office via telephone (770-224-0200).

Citizen Access: Stonecrest YouTube Live Channel

Citizens wishing to make a comment during the public hearing portion of the meeting can do so by attending the hearing in-person or submitting their comment(s) to Planning and Zoning Staff via email Planning-Zoning@stonecrestga.gov on the day of hearing, no later than 2:00 PM, to be read into the record at the hearing. When it is your turn to speak, please place your comment card on the podium, state your name, address, and relationship to the case. There is a ten (10) minutes time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

I. CALL TO ORDER
Chairperson Eric Hubbard (District 3) called the meeting to order at 6:00 p.m.

II. ROLL CALL
Chairperson Eric Hubbard (District 3) called the roll. Vice Chairperson Erica Williams (District 1), Commissioner Joyce Walker (District 2), and Commissioner Lemuel Hawkins (District 5) were present. Commissioner Pearl Hollis (District 4) was absent.

Community Development Divisions Director Shawanna Qawiy, Planning and Zoning Deputy Director Ellis Still, Senior Planner Ramona Eversley, Planner Fellisha Blair, Zoning Analyst Abeykoon Abeykoon, and Administrative Assistant Cobi Brown were in attendance.

III. APPROVAL OF THE AGENDA
Chairperson Hubbard asked for a motion to approve the agenda. The motion was made by Vice Chairperson Erica Williams and was seconded by Commissioner Walker. The amended agenda was APPROVED by a unanimous vote. 4-0-0

IV. **APPROVAL OF MEETING MINUTES:** *Planning Commission meeting minutes dated June 3, 2025.*
Chairperson Hubbard asked for a motion to APPROVE the meeting minutes for June 3, 2025. The motion was made by Commissioner Hawkins and seconded by Commissioner Walker. It was APPROVED by a unanimous vote. 4-0-0

V. ANNOUNCEMENT(S)
N/A

VI. OLD BUSINESS
N/A

VII. NEW BUSINESS:

1. **PUBLIC HEARING** **CASE #:** **RZ25-001**
APPLICANT: Bobby Bullard of Bullard Land Planning
LOCATION: 1455 Rogers Lake Rd
The request is for a rezoning and map amendment of the parcel from R-100 (Residential Medium Lot - 100) to RSM (Small Lot Residential Mix) for a proposed residential development.

Deputy Director Still *provided an overview of the proposed project.*

APPROVAL PENDING

STAFF RECOMMENDATION

The rezoning requested lists three (3) options of a proposed community development on the property. The surrounding area is currently developed as single-family detached homes. The homes to the south and immediate north of the subject property are on lots that are 5 acres or more. Staff recommends that the proposed development fit with the surrounding development. Because there is no one (1) definite specific use that is being requested and because staff does not know what the true intent is, staff cannot support rezoning the property without fully evaluating a single/definite requested use.

Staff recommends **DENIAL** of rezoning and map amendment requests.

The public hearing was opened.

John Nix, representative of the applicant, spoke. He referenced three (3) different residential proposals for the property, but prefers to develop townhomes. He mentioned that the future land use map allows for the proposed use, which will be a better fit for the lot compared to single-family homes. Rezoning will also allow for the applicant to develop more homes on the property, which he described as unique due to its topography. There are two (2) different building options in consideration, with the option of the garage being in the front or rear of the townhome. They would try to make the aesthetic of the townhomes similar to what is seen around the Metro-Atlanta area.

With no additional attendees speaking for or against the petition, the public hearing was closed.

2. **DECISION** **CASE #:** **RZ25-001**
APPLICANT: Bobby Bullard of Bullard Land Planning
LOCATION: 1455 Rogers Lake Rd
The request is for a rezoning and map amendment of the parcel from R-100 (Residential Medium Lot - 100) to RSM (Small Lot Residential Mix) for a proposed residential development.

Vice Chairperson Williams stated that she was not comfortable approving the petition due to the applicant presenting more than one option for the development.

Commissioner Hawkins stated his appreciation for the applicant providing visuals of the options that they are petitioning. However, he would feel more comfortable knowing exactly what is being proposed for development.

Commissioner Williams asked for clarification of the acreage of each parcel for each residential structure.

Deputy Director Still expressed the staff's disapproval of the townhomes being developed in the area.

Commissioner Hawkins made a motion to **DEFER** the application to return to the Planning Commission. The motion was seconded by Vice Chairperson Williams and approved by unanimous vote. **4-0-0.**

3. **PUBLIC HEARING** **CASE #:** **RZ25-003**
APPLICANT: Hugh Delaney of D2 Construction Services
LOCATION: 2979 Klondike Road
The request is for a rezoning and map amendment of the parcel from OI (Office - Institutional) to MR-1 (Medium Density Residential -1) for a proposed townhome development.

Deputy Director Still *provided an overview of the proposed project.*

APPROVAL PENDING

STAFF RECOMMENDATION

Staff is recommending APPROVAL with the following conditions:

1. The applicant shall submit a comprehensive traffic study to assess the potential impacts on local traffic patterns and determine the need for any necessary road improvements or traffic mitigation measures.
2. The applicant must provide documentation demonstrating that existing utilities, including water, sewer, and stormwater systems, have adequate capacity to support the proposed development. If deficiencies are identified, the applicant shall propose necessary upgrades.
3. The applicant shall implement measures to protect existing natural resources, including maintaining appropriate buffers and preserving mature trees where feasible.
4. A 50-foot-wide buffer with existing and new trees shall be maintained along the property's boundaries to minimize visual and environmental impacts on adjacent properties.
5. The development shall include provisions for pedestrian connectivity, such as sidewalks or pathways, to enhance accessibility and promote walkability within the community.
6. The applicant shall adhere to the city's architectural design standards to ensure that the development is aesthetically compatible with the surrounding area.
7. The applicant shall include a percentage of affordable housing units within the development to promote socioeconomic diversity and meet community needs.

Vice Chairperson Williams asked about the square footage of the townhomes and if there is a deadline for the applicant to meet the conditions, if a favorable decision was made.

Deputy Director Still responded that the square footage of the townhomes was a concern for residents and that all the conditions must be met before a certificate of occupancy is issued.

Commissioner Hawkins asked about the design of the townhomes, specifically the driveway area and the garage space. As well as if the code prevents residents from turning the garage into an additional living space.

Deputy Director Still responded referring to the concerns, and that staff are aware of and are monitoring.

Commissioner Walker spoke on her experience living in a townhome as well as the issues she's dealt with concerning not having enough driveway space and being crowded with on-street parking.

Fellisha Blair, Planner, stated that the city's codes address designs for residential developments.

The public hearing was opened.

Hugh Delaney, the applicant, spoke. He stated that the property is currently a result of being spot zoned and that townhomes will fit in with the current surrounding developments. He also stated that rezoning will have an effect on the tax base. They would like to develop eight townhomes on the property.

Joe Moscow of Ryan Holmes/NVR, the builder for the development, stated that the townhomes will be 1578 sq.ft. and three stories. He also stated that the area and surrounding parcels are residential. Depending on the real estate market, the home's price could be around $299k.

There were many who made comments.

Antient Rivers a resident spoke on opposition. She stated that there is not enough acreage for the proposed development and that in the area, she noticed that trees were already being removed.

Hank Stuckey, a resident, spoke and stated his opposition due to crime, traffic, drugs, and water flow. He stated that there is a thirty-foot drop in the area filled with water as well as a wetland. He stated that his neighborhood is already congested and expressed his concern about the previously approved development associated with this petition.

Hannah Randolph a resident, spoke. She agreed that there is a wetland in the area and disagreed that a commercial development would not be a good fit. She also expressed her concern about the applicant's other development in the area.

Tamika Jared, **a resident,** spoke. She stated that there have been car accidents in the area and that a traffic study should be conducted. She also asked if a sidewalk and drainage structure would be added.

Hugh Delaney the applicant, stated that the property has a detention pond and that there will be sidewalks constructed.

APPROVAL PENDING

Joe Moscow stated that the 72-townhome development was recently approved by the city**.** He stated that there should not be dumping or crime once the townhomes are built.

Hugh Delaney the applicant stated that there are no wetlands on the property. However, there is a low area which will be addressed during the grading process.

Commissioner Walker asked if staff had walked the property and if a community meeting had been held.

Deputy Director Still stated that the applicants' petition was presented at a Community Planning Information Meeting and that the site plan was used for the recommended conditions.

With no additional speakers, the public hearing was closed.

4. **DECISION** **CASE #:** **RZ25-003**
APPLICANT: Hugh Delaney of D2 Construction Services
LOCATION: 2979 Klondike Road
The request is for a rezoning and map amendment of the parcel from OI (Office - Institutional) to MR-1 (Medium Density Residential -1) for a proposed townhome development.

Vice Chairperson Williams asked about the required detention pond and the percentage of renters.

Deputy Director Still stated that the code requires detention ponds for developments.

Joe Moscow stated that a rental cap can be placed on the community in the HOA documents.

Cordell Lyons, the property owner, explained that he has two different projects in the area, which cannot be combined, but they will have a combined the HOA due to proximity.

Commissioner Hawkins made a motion **to recommend APPROVAL of the application with the CONDITIONS recommended by staff**. **This motion failed due to the lack of a second.**

Vice Chairperson Williams asked for the motion to be amended to add the rental cap percentage and to be a restriction for garages to not be converted to a rental space.

Commissioner Hawkins amended his motion **to recommend APPROVAL of the application with the CONDITIONS recommended by staff,** with additional conditions for a **10% rental cap stated in the HOA bylaws for both properties,** and **that there shall be no conversion of garages to living space or any other use, nor off street parking.**

Vice Chairperson Williams seconded this motion, and it was **APPROVED with the amended CONDITIONS** by unanimous vote. **4-0-0**

5. **PUBLIC HEARING** **CASE #:** **ZM25-002**
APPLICANT: Hugh Delaney of D2 Construction Services
LOCATION: 2979 Klondike Road
The request is to amend the approved conditions placed on the site for a proposed townhome development.

Deputy Director Still *provided an overview of the proposed project.*

STAFF RECOMMENDATION

Staff recommend **DENIAL** of the request to amend the approved conditions defined in Dekalb County case number CZ-08014586.

1. Approval is based on the submitted site plan.
2. Access is restricted to the internal roadways of the development to the north of the project site.
3. No curb cut access from the site to Klondike Road will be permitted.
4. A 20-foot landscape strip along Klondike Road is required to screen the parking areas from view.

APPROVAL PENDING

The public hearing was opened.

Hugh Delaney, the applicant, stated that the property was conditioned (CZ-08-14586) to a site plan sixteen years ago that was never executed by the previous owner of the property. The conditions make the property landlocked and of no economic use.

Commissioner Hawkins asked if there was an ingress/egress for the townhomes after reviewing the site plan.

Corell Lyons, the property owner, stated that currently, the conditions prevent them from developing a street to give access to the townhomes.

With no additional speakers, the public hearing was closed.

6. **DECISION** **CASE #:** **ZM25-002**
APPLICANT: Hugh Delaney of D2 Construction Services
LOCATION: 2979 Klondike Road
The request is to amend the approved conditions placed on the site for a proposed townhome development.

The commissioners asked for clarification on where the street would be located while reviewing the site plan.

With no additional discussion, Commissioner Hawkins made a motion to ***APPROVE*** **the removal of the conditions placed under CZ-08-14586. Chairperson Hubbard seconded that motion.** Vice Chairperson Williams and Commissioner Walker **voted against the motion. The motion failed. 2-2-0**

Chairperson Hubbard made a motion to **DEFER** the application. Vice Chairperson Williams seconded that motion. The application was **DEFERRED** by unanimous vote. **4-0-0**

7. **PUBLIC HEARING** **CASE #:** **SLUP25-002**
APPLICANT: Lydia Nicholas of Oasis Personal Care Home
LOCATION: 5284 Salem Springs Place
The petitioner is seeking a Special Land Use Permit (SLUP) to operate as a Type 2 Home Occupation for a personal care home business.

Deputy Director Still provided an overview of the proposed project.

STAFF RECOMMENDATION

- Staff has concerns about the layout of the home and whether or not the home will be conducive for the activities and living access of seniors.
- This includes the number of bathrooms available to the residents and the majority of the bedrooms being located on the second floor of the house.
- Staff has concerns about the potential number of people that could be reside in the home, the potential for increased on-street parking, traffic and the use not being a good fit in the neighborhood.

- Staff recommend DENIAL of the special land use permit.

Vice Chairperson Williams asked if the applicant specified the number of proposed seniors who would live in the home, the home layout, as well as the age range for the residents.

Deputy Director Still stated that the applicant proposed six residents to live in the home, which is two stories with five bedrooms and 2 1/2 bathrooms. There was no age range provided.

Vice Chairperson Williams asked how the number of residents living in the home be monitored.

Director Qawiy stated that the applicant will be required to submit an inspection report along with the business license renewal.

The public hearing was opened.

Lydia Nicholas, the applicant, came up to speak. She stated that the public health department also regulates personal care homes, and stair lifts are used for those who cannot climb up the stairs. The age range would be age 55 or up.

ARTICLE PENDING

The applicant stated her decision to **WITHDRAW her application** due to the residents being hostile during the CPIM and a resident coming onto her property to take pictures. She is stated that she was concerned for her safety as well as the safety of her residents.

8. **DECISION** **CASE #:** **SLUP25-002**
APPLICANT: Lydia Nicholas of Oasis Personal Care Home
LOCATION: 5284 Salem Springs Place
The petitioner is seeking a Special Land Use Permit (SLUP) to operate as a Type 2 Home Occupation for a personal care home business.

The public hearing was opened.

Maurice McFarland, a resident, spoke and acknowledged that he was the one who took the pictures on the property, and that the floor plan she described is incorrect. He also stated that her proposal is only about making money and that they were not trying to intimidate her.

Brenda Whitehead, a resident, spoke. She stated that she has lived in the neighborhood for twenty-six years and that the home is not a fit for that type of business. She is also concerned about her neighborhood becoming a mixed-use neighborhood.

Sharon McFarland, **a resident,** stated that there will not be enough staff and that the proposed home is not suitable for the use. She also shared her experience having a brother who stayed in a personal care home.

Tasha Brown, a resident, stated that the property is currently vacant. She also questioned the vetting process for the residents who will be living there.

With no additional comments from the public, the public hearing was closed.

Chairperson Hubbard made a motion to ***ACCEPT THE WITHDRAWAL*** of the application without prejudice. Vice Chairperson Williams seconded the motion, and it was **ACCEPTED** by unanimous vote. **4-0-0**

VIII. ADJOURNMENT

The meeting was adjourned at 8:17 pm

APPROVED:

_____

CHAIRPERSON Date:

ATTEST:

_____

SECRETARY Date:

APPROVAL PENDING

CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for RZ 25-003 2979 Klondike Road

AGENDA SECTION: (*check all that apply*)

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

CATEGORY: (*check all that apply*)

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

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

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

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

Current Council Meeting: Monday, July 28, 2025

SUBMITTED BY: Shawanna Qawiy, Division Director Community Development

PRESENTER: Shawanna Qawiy, Division Director Community Development

PURPOSE: The applicant is seeking a rezoning and map amendment of +/- 0.97 acres from OI Office Institutional to MR-1 Medium Density Residential to construct townhomes.

FACTS: The applicant is seeking a rezoning and map amendment of +/- 0.97 acres from OI Office Institutional to MR-1 Medium Density Residential to construct townhomes.

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

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

ATTACHMENTS:

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

STATE OF GEORGIA

CITY OF STONECREST

ORDINANCE NO. ____-_____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO AMEND THE MAP AND REZONE PROPERTY LOCATED AT 2979 KLONDIKE ROAD (PARCEL ID 16 138 01 002) FROM OI (OFFICE-INSTITUTIONAL) DISTRICT TO MR-1 (MEDIUM DENSITY RESIDENTIAL-1) FOR A PROPOSED TOWNHOME DEVELOPMENT; TO PROVIDE SEVERABILITY; TO REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

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

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

WHEREAS, the City received a request to rezone and map amendment of property located at 2979 KLONDIKE ROAD (PARCEL ID 16 138 01 002) FROM OI (OFFICE-INSTITUTIONAL) DISTRICT TO MR-1 (MEDIUM DENSITY RESIDENTIAL-1) DISTRICT TO CONSTRUCT TOWNHOMES; and

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

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

WHEREAS, the Planning and Zoning Department recommends Approval with Conditions; and

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

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

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

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

Section 1. That RZ25-003, requesting to rezone the parcel from OI (OFFICE-INSTITUTIONAL) DISTRICT TO MR-1 (MEDIUM DENSITY RESIDENTIAL-1) DISTRICT to construct townhomes at 2979 Klondike Road is APPROVED with Conditions.

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

1. The applicant must provide documentation demonstrating that existing utilities, including water, sewer, and stormwater systems, have adequate capacity to support the proposed development. If deficiencies are identified, the applicant shall propose necessary upgrades.

2. The applicant shall implement measures to protect existing natural resources, including maintaining appropriate buffers and preserving mature trees where feasible.

3. A 50-foot-wide buffer with existing and new trees shall be maintained along the property's boundaries to minimize visual and environmental impacts on adjacent properties.

4. The development shall include provisions for pedestrian connectivity, such as sidewalks or pathways, to enhance accessibility and promote walkability within the community.

5. The applicant shall adhere to the city's architectural design standards to ensure that the development is aesthetically compatible with the surrounding area.

6. The applicant shall include a percentage of reasonably priced housing units within the development to promote socioeconomic diversity and meet community needs.

7. No more than 10% of the units (combined parcels of 2955 and 2979 Klondike Rd.) may be rental units.

8. Off-street parking cannot be used or converted to living spaces.

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

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

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

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

the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5. The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener's errors found in this Ordinance, including its exhibits, as enacted.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

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

Section 8. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Stonecrest, Georgia.

ORDAINED this _____ day of _____, 2025.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

_____

Jazzmin Cobble, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

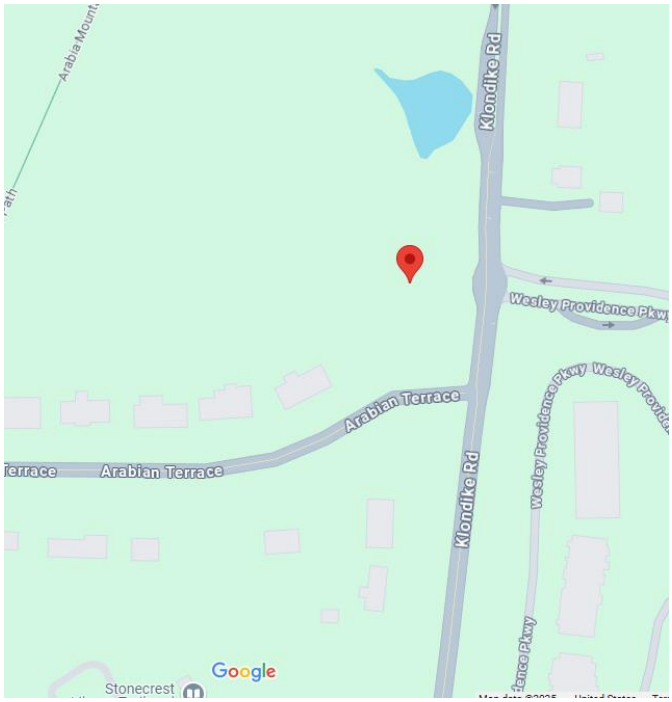
REZONING APPLICATION ANALYSIS

Prepared By:	Ramona Eversley, Senior Planner
Petition Number:	**RZ25-003**
Applicant:	Hugh Delaney of D2 Construction Services 2424 Thronfield Road Charlotte, North Carolina 38305 hugh@d2constructionservices.com
Owner:	Glencor Services INC. 7469 Old Alexandria Ferry RD # B Clinton, MD
Project Location:	2979 Klondike Road
District:	1- Councilwoman Tara Graves
Acreage:	0.97 acres
Existing Zoning:	O.I- Office Institutional District
Future Land Use:	Urban Neighborhood (UN)
Overlay District:	N/A
Proposed Development/Request:	The applicant is seeking a rezoning and map amendment of 0.97 acres from OI (Office – Institutional) to MR-1 (Medium Density Residential- 1) for a proposed townhome development.
CPIM:	June 12, 2025
Planning Commission (PC):	July 1, 2025
Mayor & City Council:	July 28, 2025
Sign Posted/ Legal Ad(s) submitted:	
Staff Recommendations:	**APPROVAL w/ Conditions**
PC Recommendation:	**APPROVAL w/ Conditions**

PROJECT OVERVIEW

Location

The subject property is situated along Klondike Road, a major arterial road in Stonecrest, with a parcel identification of 16 138 01 002. The subject properties are currently vacant in a wooded area. The property abuts R-100 Districts to the north, south and west, and MR-1 (Med Residential – 1) to the East.



Background

The City of Stonecrest Zoning Map has the property zoned OI (Office- Institutional) District. The property is wooded and vacant. The applicant's survey indicates that there is no wetland area on the property. The applicant is requesting to rezone Tax Parcels 16 138 01 002 (2979 Klondike Road) from OI (Office – Institutional) to MR-1 (Medium Density Residential – 1).

Adjacent and Surrounding Properties	Zoning (Petition Number)	Land Use
Applicant	**OI (Office- Institutional)**	**Vacant Land**
Adjacent: North	R-100 (Residential Med Lot)	Vacant Land
Adjacent: West	R-100 (Residential Med Lot)	Single Family Residential
Adjacent: East	MR-1 (Med Density Residential)	Wesley Providence Apartment Homes
Adjacent: South	R-100 (Residential Med Lot)	Single Family Residential

DIVISION 13. - MR-1 (MEDIUM DENSITY RESIDENTIAL-1) DISTRICT

Sec. 2.13.1. - Statement of purpose and intent.

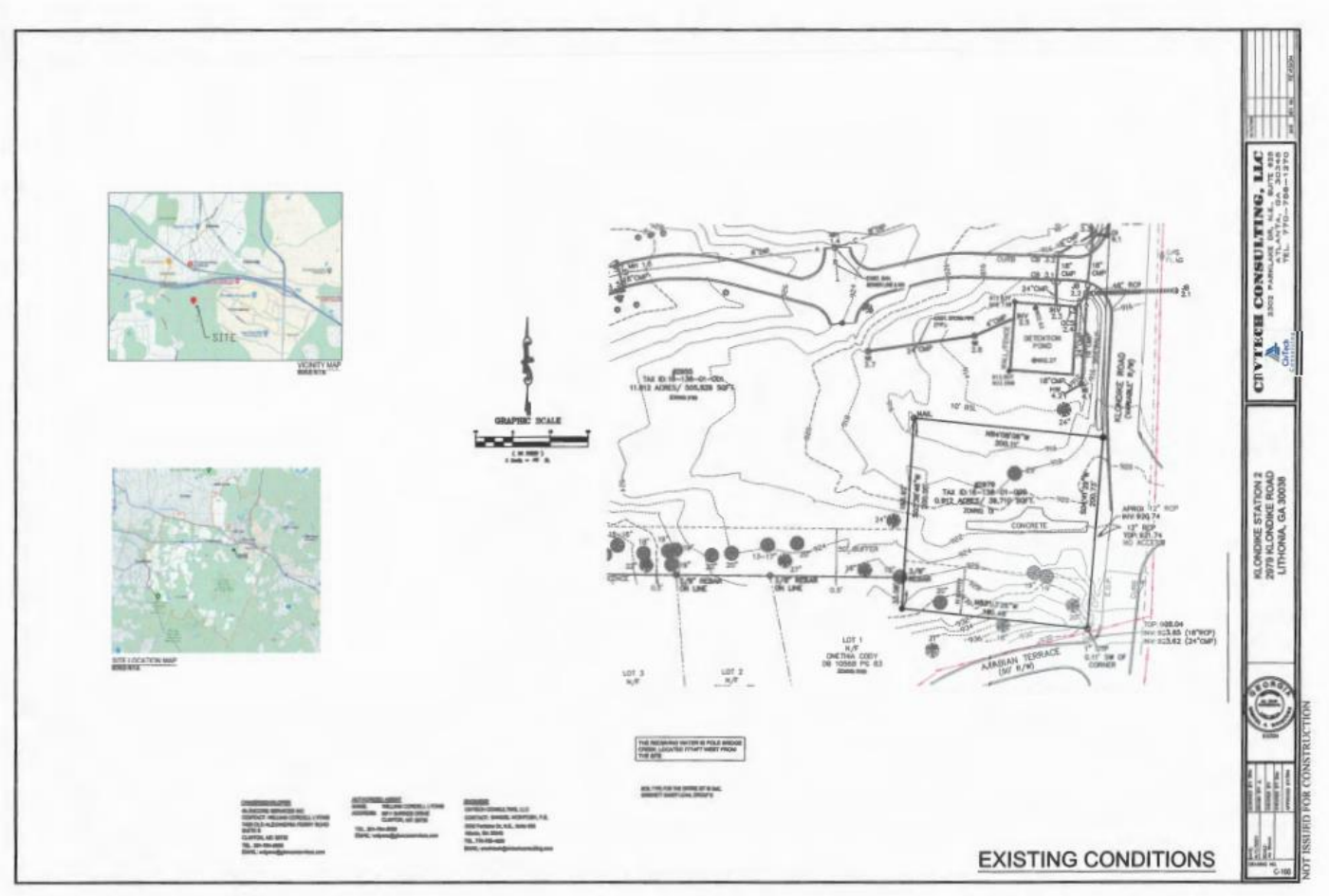
The purpose and intent of the City Council in establishing the MR-1 (Medium Density Residential-1) District is as follows:

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

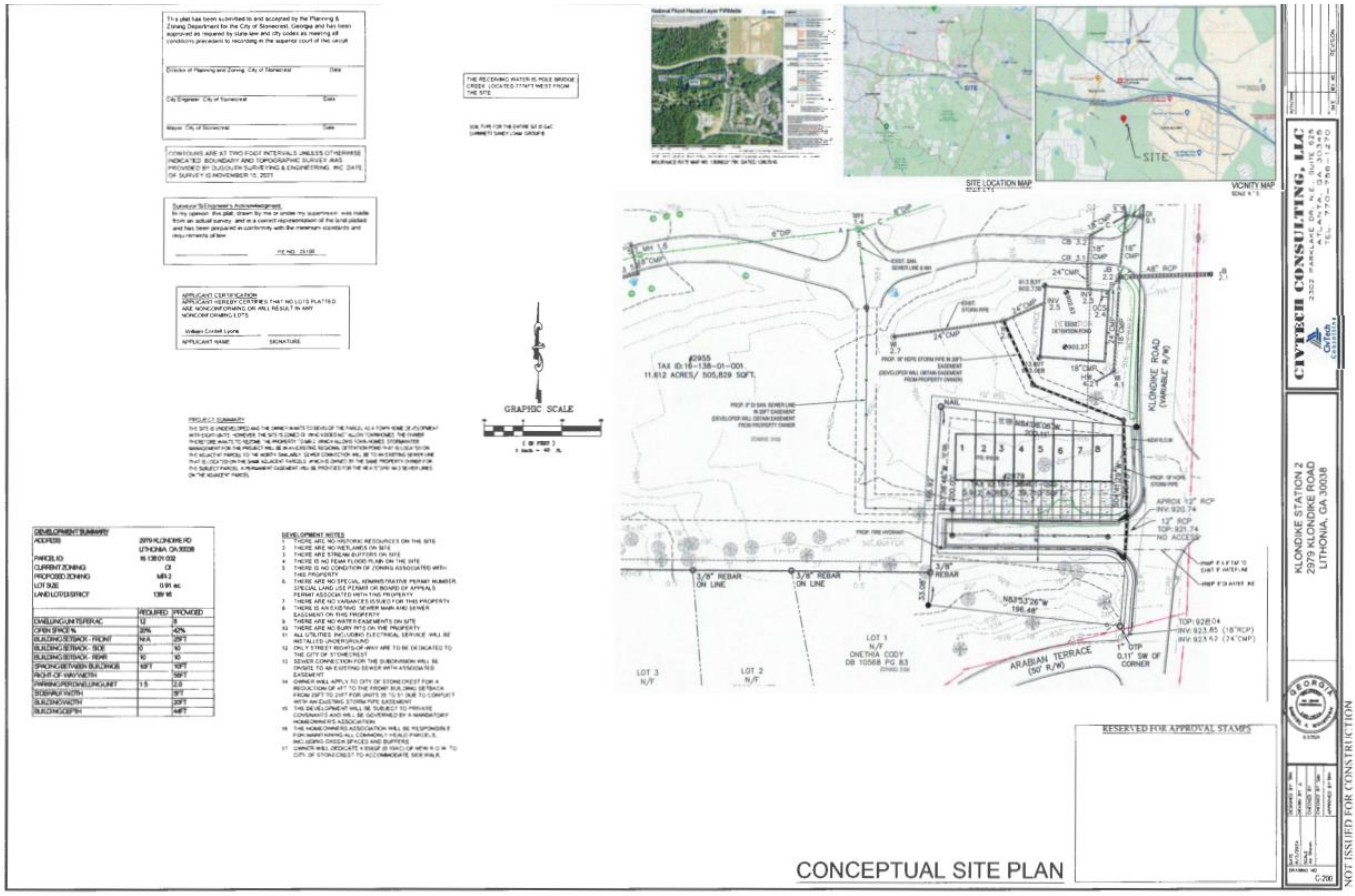
Public Participation

Property owners within 1,000 feet of the subject property were mailed notices of the proposed rezoning in May 2025. There was a Community Planning Information Meeting (CPIM) held on June 12, at 6:00 p.m. at city hall. There were six attendees who voiced several concerns regarding the development. Residents expressed apprehension about increased traffic congestion, potential spring water issues underground, and the absence of sidewalks. They also highlighted the need for road widening to accommodate adequate turning space and raised concerns that the townhomes might be rented out rather than owner-occupied. Additionally, there were fears about potential future crime and the belief that the area may be too small to support townhome development.

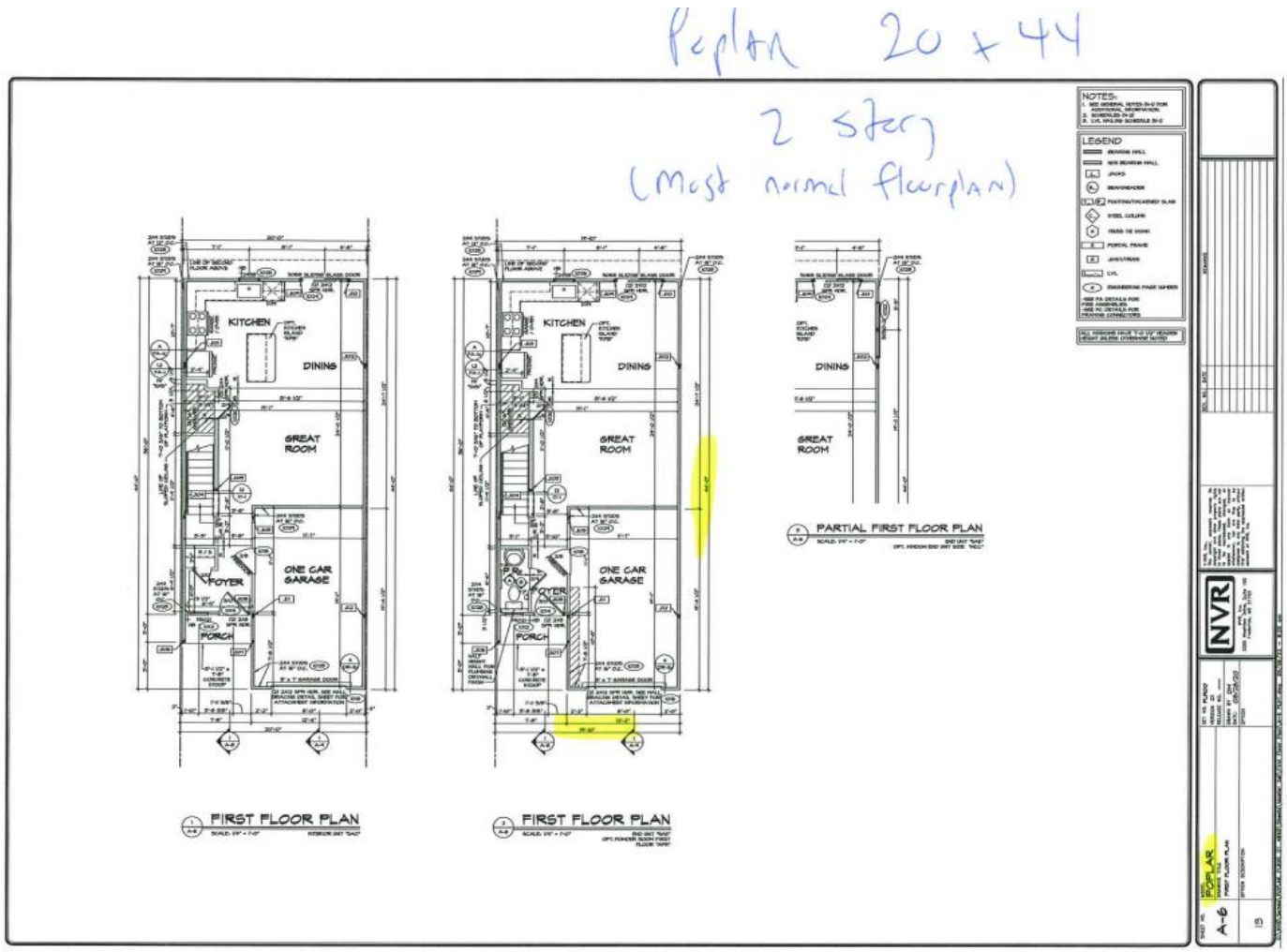
Submitted Site Plans

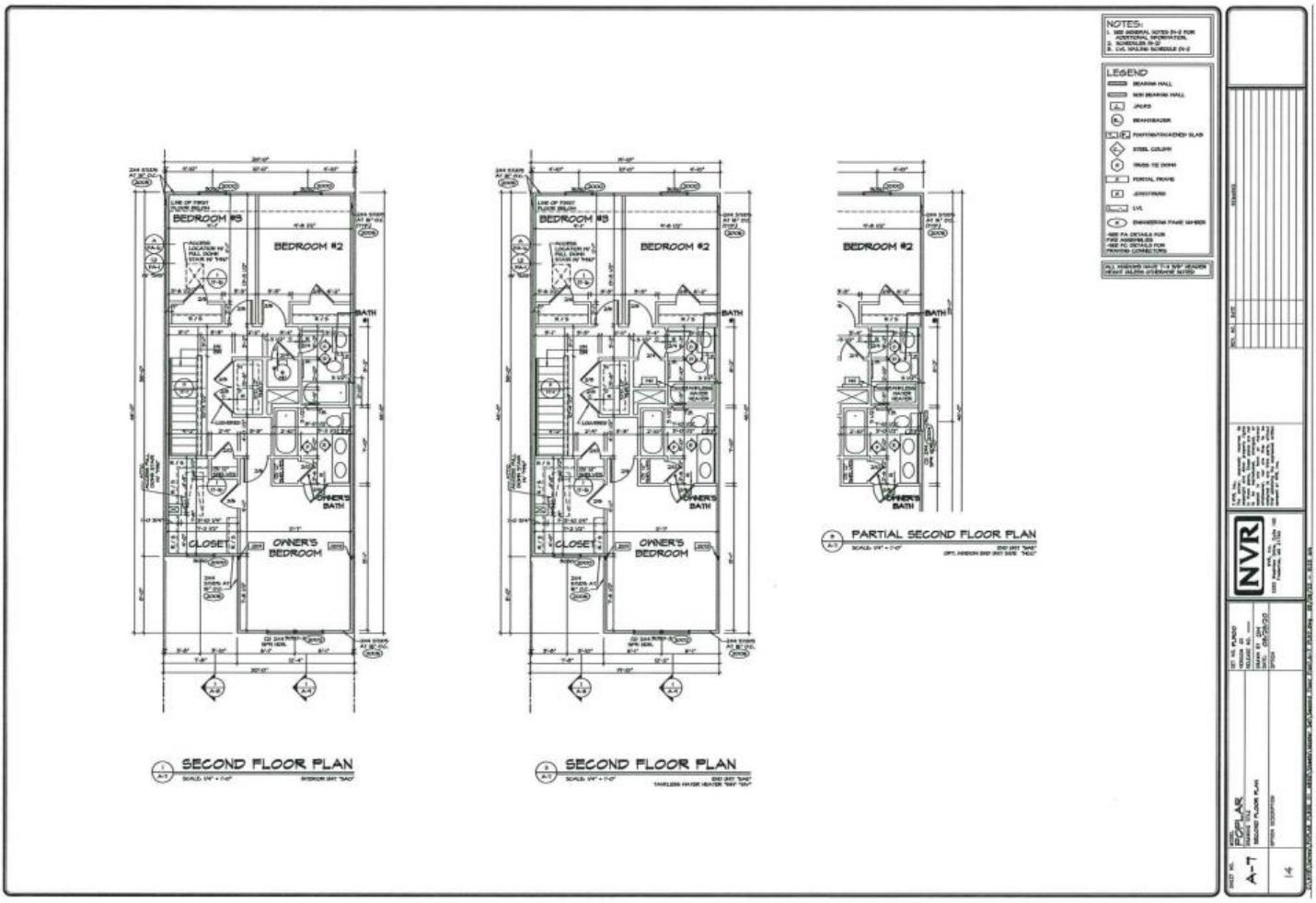


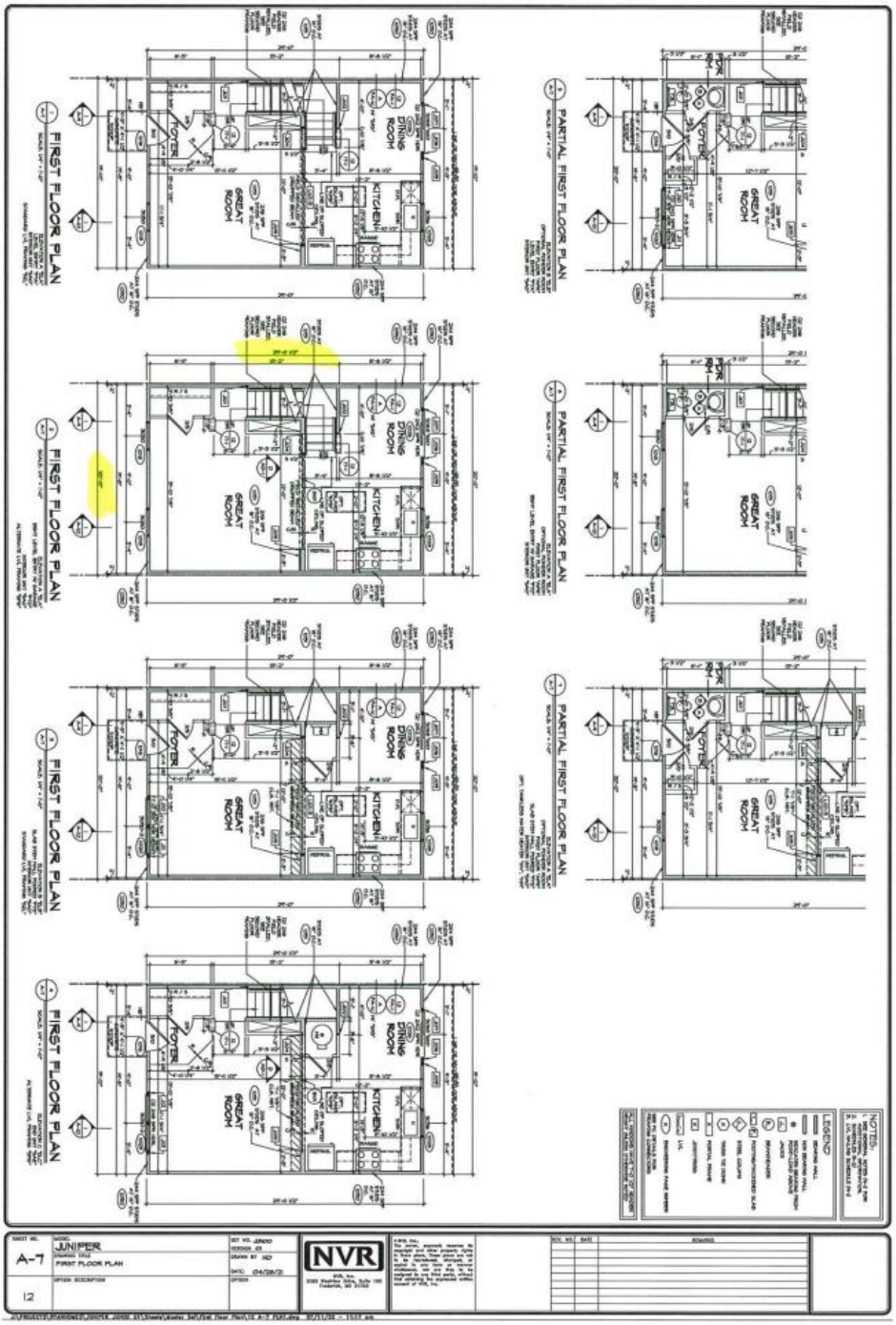
Rezoning Plan

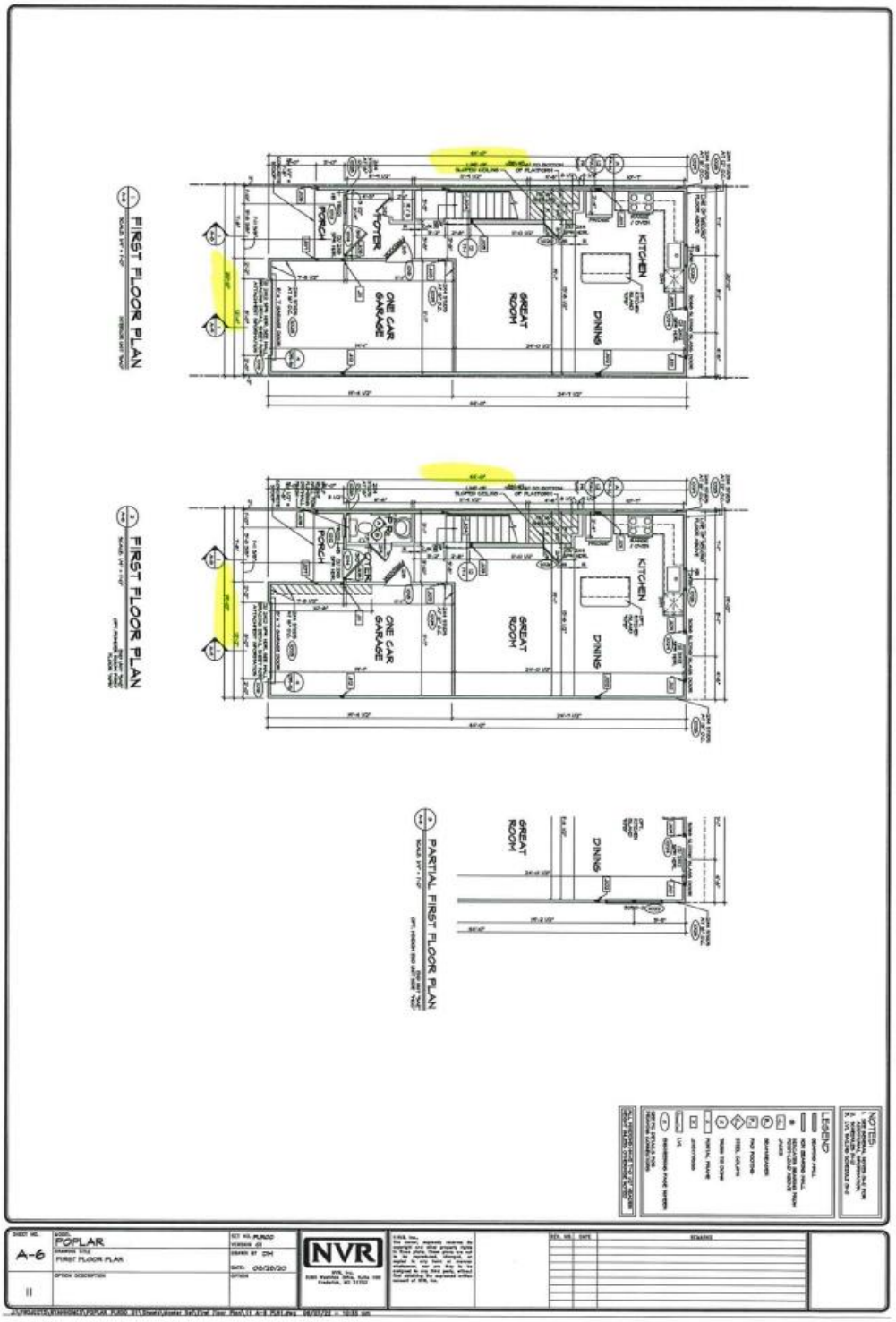


Building Elevations




NOTES:
LEGEND
BEDROOM #3
BEDROOM #2
BATH
OWNER'S BATH
CLOSET
OWNER'S BEDROOM
SECOND FLOOR PLAN
SECOND FLOOR PLAN
PARTIAL SECOND FLOOR PLAN
NVR
A-7


FIRST FLOOR PLAN
PARTIAL FIRST FLOOR PLAN
FOYER
DINING ROOM
KITCHEN
GREAT ROOM
LEGEND
NOTES
JUNIPER
A-7
FIRST FLOOR PLAN
NVR


FIRST FLOOR PLAN
PORCH
FOYER
ONE CAR GARAGE
GREAT ROOM
DINING
KITCHEN
FIRST FLOOR PLAN
PORCH
FOYER
ONE CAR GARAGE
GREAT ROOM
DINING
KITCHEN
PARTIAL FIRST FLOOR PLAN
GREAT ROOM
DINING
LEGEND
NOTES
A-6
POPLAR
FIRST FLOOR PLAN
NVR

RZ25-00003

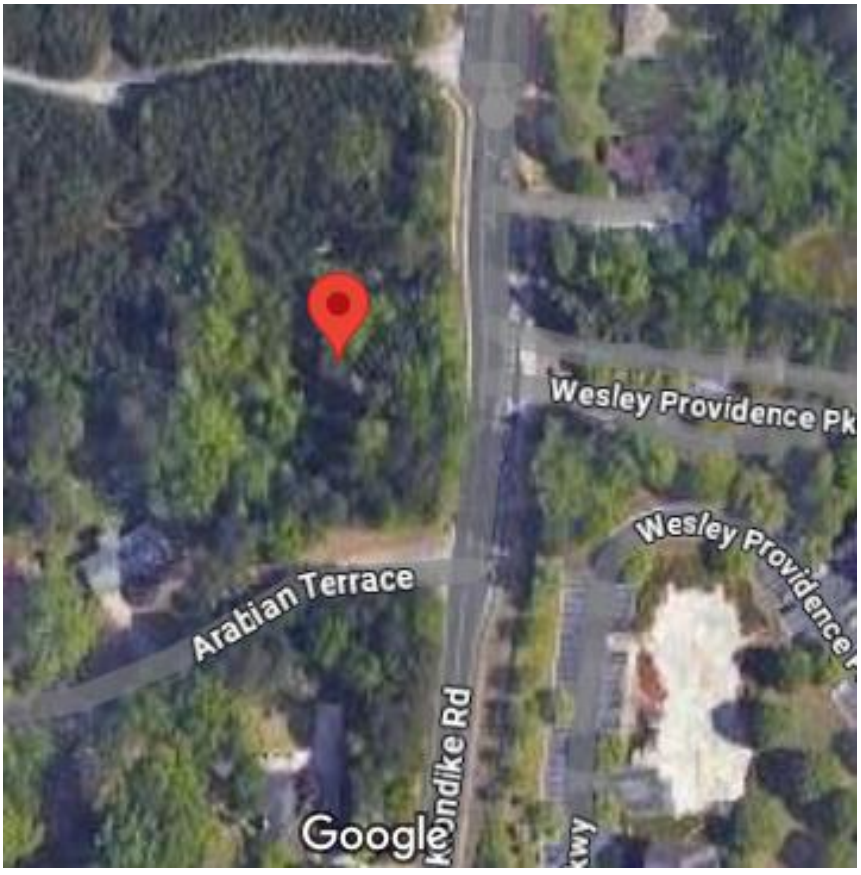
ADDRESS: **2979 Klondike Road**

CURRENT ZONING: **O-I (Office Institutional) District**

OVERLAY DISTRICT: **N/A**

FUTURE LAND USE**: Urban Neighborhood**

Aerial Map

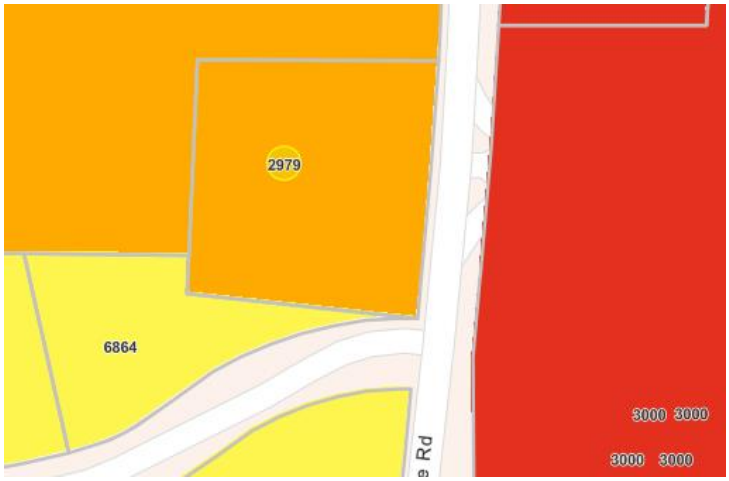


Zoning Map

Legend

- R-100 - Residential Med Lot
- OI - Office-Institutional
- MR-1 - Med Density Residential

Future Land Use Map



Legend

- Urban Neighborhood
- Suburban
- Regional Center

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STANDARDS OF ZONING MODIFICATION REVIEW

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

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

Yes, the proposed rezoning of 0.97 acres from Office-Institutional (O-I) to Medium Density Residential-1 (MR-1) in Stonecrest aligns with the City of Stonecrest comprehensive plan and zoning policies.

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

Yes, the proposed rezoning of 0.97 acres from Office-Institutional (O-I) to Medium Density Residential-1 (MR-1) is likely to permit a use that is suitable in view of the use and development of adjacent and nearby properties. The proposed MR-1 zoning would allow for medium-density residential development, which is consistent with the evolving character of the area. This zoning change would facilitate the development of housing options that are compatible with the existing and planned uses nearby**.**

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

Yes, the proposed rezoning of 0.97 acres from Office-Institutional (O-I) to Medium Density Residential-1 (MR-1) is likely to permit a reasonable economic use of the property, even if it remains zoned as O-I. Both the current O-I zoning and the proposed MR-1 zoning allow for reasonable economic uses of the 0.97-acre property. The choice between maintaining the O-I zoning or transitioning to MR-1 should consider factors such as market demand, development costs, and alignment with the city's long-term planning goals.

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

Yes, the proposed rezoning of 0.97 acres from Office-Institutional (O-I) to Medium Density Residential-1 (MR-1) is unlikely to adversely affect the existing use or usability of adjacent or nearby properties.

While the proposed rezoning is compatible with surrounding land uses, considerations should be given to potential impacts on adjacent properties, such as:

- **Traffic and Parking:** Increased residential density may lead to higher traffic volumes and parking demand. Mitigation measures, such as adequate parking provisions and traffic management plans, should be considered.

- **Privacy and Buffering:** Ensuring appropriate setbacks and landscaping can mitigate potential impacts on the privacy and aesthetics of neighboring properties.

- **Infrastructure Capacity:** Assessing the capacity of existing infrastructure, including water, sewer, and roads, is essential to accommodate the proposed development without adversely affecting nearby properties.

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

Yes, several existing and evolving conditions in The City of Stonecrest support the proposed rezoning of 0.97 acres from Office-Institutional (O-I) to Medium Density Residential-1 (MR-1). These conditions align with the City of Stonecrest comprehensive planning objectives and reflect broader trends in land use and development.

- **Alignment with the Comprehensive Plan**

  The City of Stonecrest's Comprehensive Plan sets forth a vision for sustainable growth, emphasizing the need for diverse housing options and the revitalization of underutilized properties. Rezoning to MR-1 supports this vision by facilitating the development of medium-density residential units, which are consistent with the city's goals for balanced development.

- **Proximity to Established and Emerging Residential Areas**

  The subject property is situated near existing and planned residential developments, such as the Panola Park community. This proximity indicates a trend towards residential growth in the area, suggesting that medium-density housing would be compatible with and beneficial to the surrounding neighborhood.

- **Economic Considerations**

  While the property is currently zoned O-I, which permits office and institutional uses, the market demand for such uses may be limited in this location. Rezoning to MR-1 could unlock higher-value residential development opportunities, potentially leading to increased property values and tax revenues, which align with the city's economic development objectives.

- **Infrastructure and Accessibility**

  The property benefits from existing infrastructure, including road access and utilities, which can support medium-density residential development. The existing infrastructure

reduces the need for significant additional investment, making the proposed rezoning a practical and efficient use of resources.

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

The proposed rezoning site is not situated within a designated historic district or known archaeological site.

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

The proposed rezoning is unlikely to cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. This assessment is based on the current infrastructure capacity and the scale of the proposed development.

- **Streets and Transportation -** The proposed MR-1 zoning is consistent with the City of Stonecrest efforts to improve transportation facilities and manage increased traffic volumes.
- **Utilities -** Major utility providers, including Georgia Power are upgrading their systems throughout Stonecrest to ensure sufficient capacity for both housing and business developments.
- **Schools -** The proposed development is expected to generate a modest number of school-age children, which is unlikely to significantly impact the capacity of local schools.

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

Given the City of Stonecrest commitment to environmental oversight and the absence of significant environmental constraints on the proposed site, the rezoning is not expected to adversely affect the environment or surrounding natural resources.

STAFF RECOMMENDATION *Amended 7/21/2025*

Staff is recommending APPROVAL with the following conditions:

~~The applicant shall submit a comprehensive traffic study to assess the potential impacts on local traffic patterns and determine the need for any necessary road improvements or traffic mitigation measures~~. *Staff referenced proposed transportation projects listed in the Stonecrest Transportation Plan.*

1 The applicant must provide documentation demonstrating that existing utilities, including water, sewer, and stormwater systems, have adequate capacity to support the proposed development. If deficiencies are identified, the applicant shall propose necessary upgrades.

2 The applicant shall implement measures to protect existing natural resources, including maintaining appropriate buffers and preserving mature trees where feasible.

3 A 50-foot-wide buffer with existing and new trees shall be maintained along the property's boundaries to minimize visual and environmental impacts on adjacent properties.

4. The development shall include provisions for pedestrian connectivity, such as sidewalks or pathways, to enhance accessibility and promote walkability within the community.

5. The applicant shall adhere to the city's architectural design standards to ensure that the development is aesthetically compatible with the surrounding area.

6. The applicant shall include a percentage of affordable housing units within the development to promote socioeconomic diversity and meet community needs.

PLANNING COMMISSION (PC) RECOMMENDATION – July 1, 2025.

The Planning Commission recommended **APPROVAL** with the following conditions:

1. *The applicant shall submit a comprehensive traffic study to assess the potential impacts on local traffic patterns and determine the need for any necessary road improvements or traffic mitigation measures.*

2. The applicant must provide documentation demonstrating that existing utilities, including water, sewer, and stormwater systems, have adequate capacity to support the proposed development. If deficiencies are identified, the applicant shall propose necessary upgrades.

3. The applicant shall implement measures to protect existing natural resources, including maintaining appropriate buffers and preserving mature trees where feasible.

4. A 50-foot-wide buffer with existing and new trees shall be maintained along the property's boundaries to minimize visual and environmental impacts on adjacent properties.

5. The development shall include provisions for pedestrian connectivity, such as sidewalks or pathways, to enhance accessibility and promote walkability within the community.

6. The applicant shall adhere to the city's architectural design standards to ensure that the development is aesthetically compatible with the surrounding area.

7. The applicant shall include a percentage of reasonably priced housing units within the development to promote socioeconomic diversity and meet community needs.

8. **No more than 10% of the units (combined parcels of 2955 and 2979 Klondike Rd.) may be rental units.**

9. **Off-street parking cannot be used or converted to living spaces.**

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

Amendment Application

PROPERTY

Site Address(es): 2979 Klondike Road Stonecrest, GA		Parcel #: 16 138 01 002	Zip: 30038
Project Name (If applicable): N/A			
Current Zoning	OI with conditions	Proposed Zoning	MR-1
Current Use	None	Proposed Use	Townhomes

OWNER INFORMATION

Name:	Glencor Services, Inc.		
Address:	7469 Old Alexandria Ferry Road, Suite B, Clinton, MD 20735		
Email:	wclyons@glencorservices.com	Phone:	301-704-5586

APPLICANT

Name:	Hugh B. Delaney		
Address:	2245 Ballston Place, Knightdale, NC 27545		
Email:	hugh@d2constructionservices.com	Phone:	704-340-7623

AFFIDAVIT

To the best of my knowledge, this application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Stonecrest Zoning Ordinance. I understand that failure to supply all required information (per the relevant Applicant Checklists and Requirements of the Stonecrest Zoning Ordinance) will result in the rejection of this application. I have read the provisions of the Georgia Code Section 36-67A-3 as required regarding Campaign Disclosures. My Signed Campaign Disclosure Statement is included.

Applicant's Name:	Hugh B. Delaney		
Applicant's Signature:	Hugh B Delaney	Date:	4-24-25

NOTARY

Sworn to and subscribed before me this 24th Day of April 2025

Notary Public:	Tamika D Johnson		
Signature:	Tamika D Johnson	Date:	4/24/25

TAMIKA D JOHNSON
Notary Public - State of Maryland
Prince George's County
My Commission Expires Apr 16, 2028

THE CITY OF STONECREST

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

THE CITY OF STONECREST GEORGIA

Property Owner(s) Notarized Certification

The owner and petitioner acknowledge that this amendment application form is correct and complete. By completing this form, all owners of the subject property certify authorization of the filing of the application for amendment(s), and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Property Owner

Name:	Glencor Services, Inc.				
Address:	7469 Old Alexandria Ferry Road, Suite B	City, State: Clinton, Md		Zip: 20735	
Signature:	William C Eyer		Date:	4/24/25	

Sworn to and subscribed before me this 24th day of April, 2025

Notary Public: [signature]

TAMIKA D JOHNSON
Notary Public - State of Maryland
Prince George's County
My Commission Expires Apr 16, 2028

Additional Property Owner (if applicable)

Name:					
Address:		City, State:		Zip:	
Signature:			Date:		

Sworn to and subscribed before me this _____ day of _____, 20____

Notary Public:

Additional Property Owner (if applicable)

Name:					
Address:		City, State:		Zip:	
Signature:			Date:		

THE CITY OF STONECREST

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

THE CITY OF STONECREST GEORGIA

Sworn to and subscribed before me this _____day of _____, 20____

Notary Public:

THE CITY OF STONECREST

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

THE CITY OF STONECREST GEORGIA

Applicant(s) Notarized Certification

The petitioner acknowledged that this amendment application form is correct and complete. By completing this form, all applicant of the subject property certifies authorization of the filing of the application for amendment(s), and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Applicant

Name:	Hugh B. Delaney				
Address:	2245 Ballston Place	City, State:	Knightdale, NC	Zip:	27545
Signature:	Hugh B Delaney	Date:	4/24/25		

Sworn to and subscribed before me this 24th day of April, 20 25

Notary Public: Tamika D. Johnson

TAMIKA D JOHNSON
Notary Public - State of Maryland
Prince George's County
My Commission Expires Apr 16, 2028

Applicant (if applicable)

Name:	William Cordell Lyons				
Address:	5811 Barnes Drive	City, State:	Clinton, MD	Zip:	20735
Signature:	William C. Lyons	Date:	4/24/25		

Sworn to and subscribed before me this 24th day of April, 20 25

Notary Public: Tamika D. Johnson

TAMIKA D JOHNSON
Notary Public - State of Maryland
Prince George's County
My Commission Expires Apr 16, 2028

Applicant (if applicable)

Name:					
Address:		City, State:		Zip:	
Signature:		Date:			

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

Sworn to and subscribed before me this _____day of _____, 20____

Notary Public:

Campaign Disclosure Ordinance

Campaign Disclosure Ordinance

Please read the law and complete the Campaign Disclosure Statement on the following page if you are requesting a Rezoning, Concurrent Variance, or Conditional Use.

GA Citation/Title

GA Code 36-67A-3, Disclosure of campaign contributions *38069 Code, 36-67A-3

CODE OF GEORGIA TITLE 36. LOCAL GOVERNMENT PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS

(Current through 2000 General Assembly)

36-67Disclosure of campaign contributions.

a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

   1) The name and official position of the local government official to whom the campaign contribution was made; and
   2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.

c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating $250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority respective local government showing:

   1) The name and official position of the local government official to whom the campaign contribution was made; and
   2) The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government of any of its agencies on the rezoning application.

(Code 1981, 36-67A-3, enacted by Ga. L. 1986, p. 1269, 1; Ga. L. 1991, p. 1365, 1; Ga. L. 1993, p. 91, 36.)

Official Code of Georgia Annotated Copyright 1982 – 2000 State of Georgia.

THE CITY OF STONECREST

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

THE CITY OF STONECREST GEORGIA

Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

☐ Yes ☒ No

Applicant/Property Owner			
Name:	William Cordell Lyons		
Address:	5811 Barnes Drive	**City, State:** Clinton, MD	**Zip:** 20735
Signature:	William C. Lyons	**Date:**	4/25/25

If the answer above is yes, please complete the following section:

Date	Government Official & Position	Description	Amount

THE CITY OF STONECREST

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

THE CITY OF STONECREST GEORGIA

Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

☐ Yes ☒ No

Applicant/Property Owner			
Name:	Hugh B. Delaney		
Address:	2245 Ballston Place	City, State: Knightdale, NC	Zip: 27545
Signature:	Hugh B Delaney	Date:	4/24/25

If the answer above is yes, please complete the following section:

Date	Government Official & Position	Description	Amount

THE CITY OF STONECREST

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Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

☐ Yes ☒ No

Applicant/Property Owner			
Name:	Glencor Services, Inc.		
Address:	7469 Old Alexandria Ferry Raod, Ste B , Clinton, Md 20735	City, State: Clinton, MD	Zip: 20735
Signature:	William C Lyon	Date:	4/25/25

If the answer above is yes, please complete the following section:

Date	Government Official & Position	Description	Amount

THE CITY OF STONECREST

GLENCOR SERVICES, INC.
7469 Old Alexandria Ferry Road • Suite B • Clinton, Maryland 20735-1834
Tel.: 301-877-7770 • Fax: 301-877-7775 • www.GlencorServices.com

April 29, 2025

Re: Letter of Intent

GLencor Services, Inc. (GSI) is sending this letter to notify the City of Stonecrest of its intent to rezone the property located at 2979 Klondike Road. GSI seeks to rezone the property from Office-Institutional to MR-1.

The subject property's current zoning as Office/Institutional **(O/I)** is a spot zoning, unlike the surrounding parcels, which are either residential or multifamily. This zoning disparity is causing significant economic hardship, leading to the subject property's devaluation. GSI believes changing the zoning to MR-1 is appropriate since it falls in line with the future land use plan, the RC-Regional Center Future Lane use designation and it add values to the property.

Best Regards,

William Cordell Lyons

President, CEO

Legal Description
2979 Klondike Road – Tax ID: 16 138 01 002
Area=39,710 Square Feet or 0.912 Acres

All that tract or parcel of land lying and being in Land Lot 138, 16th District, Dekalb County, City of Stonecrest, Georgia, being particularly described as follows.

To find the Point of Beginning commence at the westerly R/W line of Klondike Road (R/W varies) and the northerly R/W line of Arabian Terrace (50' R/W); THENCE leaving said westerly R/W line of Klondike Road North 83 degrees 53 minutes 26 seconds West a distance of 196.48 feet to a point.

THENCE North 03 degrees 38 minutes 46 seconds East a distance of 33.08 feet to a 3/8" rebar found.

THENCE North 03 degrees 38 minutes 46 seconds East a distance of 166.92 feet to a nail found.

THENCE South 84 degrees 08 minutes 06 seconds East a distance of 200.11 feet to a point on the westerly R/W line of Klondike Road.

THENCE along said westerly R/W line of Klondike Road South 04 degrees 41 minutes 29 seconds West a distance of 200.73 feet to the Point of Beginning.

The rezoning will not adversely affect any historical buildings or archeological resources as the property is not classified as a historical site.

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

Rezoning the property to MR-1 is in line with the RC - Regional Center future land use. By adhering to the future land use plan the property would be within the projected traffic patterns, expected growth, and expected population growth of the area. Therefore, the proposed zoning will not negatively impact existing streets due to the limited amount of townhome density allowed under the MR-1 zoning, the limited number of families occupying theses spaces, thus limiting the impact on school enrollment.

The following items may be required:

(Review provided thresholds for applicability)

- Traffic Impact Study: ***Project does not meet minimal requirements for traffic study therefore a traffic study is not required.***
- Development of Regional Impact Review: **NA**
- Environmental Impact Report: **NA**
- DeKalb County Department of Watershed Management Capacity Letter **NA**
- Dekalb County School Capacity Letter (for 10 residential dwellings/units or more) **NA**

1. A **Trip Generation Report** shall be submitted as a part of zoning applications for all Non-Residential and Mixed Use developments and for Residential Developments with greater than 10 proposed units. Applicants should follow this sample report:

Land Use (ITE Code)	Intensity	Daily	A.M Peak			P.M. Peak		
		Total	In	Out	Total	In	Out	Total
General Office (710)	50,000 Gross Square Feet	782	95	13	108	23	112	135
Townhouse (230)	200 Units	1,157	15	75	90	71	35	106
	TOTAL	1,939	110	88	198	94	147	241

2. A **Traffic Impact Study** shall be submitted as part of the zoning application for developments that produce 100 or more peak hour trips or at the discretion of the Public Works Department based on review of the request at the pre-application meeting.
3. The minimum requirements of the Traffic Impact Study shall be as follows:

Land Use	ITE Code	Variable	Rate Trips/ Var	Minimum Size for 100 Peak Hour Trips

Residential				
Single Family Detached	210	Housing Units	1.01	99 Units
Apartment	220	Housing Units	0.62	161 Units
Townhome/Condo	230	Housing Units	0.52	192 Units
Retail				
Shopping Center	820	1000 sf GLA	3.71	26 ksf GLA
Specialty Center	826	1000 sf GLA	5.02	20 ksf GLA
Pharmacy -no drive-thru	880	1000 sf	8.4	11.5 ksf
Pharmacy -w/drive-thru	881	1000 sf	9.91	10 ksf
Services				
Fast Food	934	1000 sf	45.42	2.2 ksf
Sit Down Restaurant	932	1000 sf	10.81	9 ksf
Coffee/Donut Shop	937	1000 sf	100.58	1 ksf
Bank no drive-thru	911	1000 sf	12.13	8 ksf
Bank w/drive-thru	912	1000 sf	24.3	4 ksf
Gas Station	944	Pumps	13.87	7 pumps
Institutional				
Day Care	565	Students	0.81	123 Students
Private School (K-8)	534	Students	0.9	111 Students
Private School (K-12)	536	Students	0.81	123 Students
Office				
General Office	710	1000 sf	1.56	64 ksf
Medical Office	720	1000 sf	3.57	28 ksf
Lodging				
Hotel	310	Rooms	0.6	166 Rooms

CITY OF STONECREST, GEORGIA

Community Planning Information Meeting (CPIM)

Summary Minutes

June 12, 2025, at 6:00 P.M.

Planning-zoning@stonecrestga.gov

*IN-PERSON MEETING

Stonecrest's YouTube Broadcast Link

Citizens wishing to actively participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request, including your full name, address, and position on the agenda item you are commenting on (for or against) via email to Planning-zoning@stonecrestga.gov by 2 p.m. the day before the meeting to be read into the record at the meeting.

I. CALL TO ORDER AND INTRODUCTIONS: Planning and Zoning Staff – Felleshia Blair

Community Development Director Shawanna Qawiy, Planning and Zoning Deputy Director Ellis Still, Senior Planner Ramona Eversley, Zoning Analyst Abeykoon Abeykoon, and Administrative Assistant Cobi Brown were in attendance.

II. REVIEW OF THE PURPOSE AND INTENT OF THE COMMUNITY PLANNING INFORMATION MEETING AND RULES OF CONDUCT– Felleshia Blair

III. Item(s) of Discussion:

PETITION:	**RZ25-001**
PETITIONER:	Bobby Bullard of Bullard Land Planning
LOCATION:	1455 Rogers Lake Rd
PETITIONER'S REQUEST:	The request is for a rezoning and map amendment of the parcel from R-100 (Residential Medium Lot - 100) to RSM (Small Lot Residential Mix) for a proposed residential development.

Bobby Bullard, the applicant, came up to speak. He stated that this application was sent through a full-cycle deferment at the April 28, 2025, Mayor and City Council Meeting, and also mentioned that the planning/zoning department recommended denial of the application in their staff report. He has met with two of the council members to see what product would be beneficial for the owner of the property as well as the city. The project was originally proposed to be solely a townhome development, but instead, they are proposing duplexes. The development will also feature amenities such as a playground and a community garden.

The public was given time to ask questions. There was no one to make a comment.

PETITION:	**RZ25-003**
PETITIONER:	Hugh Delaney of D2 Construction Services
LOCATION:	2979 Klondike Road
PETITIONER'S REQUEST:	The request is for a rezoning and map amendment of the parcel from OI (Office - Institutional) to MR-1 (Medium Density Residential -1) for a proposed townhome development.

Hugh Delaney, the applicant, came up to speak. He stated that rezoning the property would provide a more economical use for the property and would contribute to increasing the tax base in the area. The owner of the property would like to develop eight townhomes on the property. The development would provide a good residential mix in the area.

CITY OF STONECREST, GEORGIA

The public was given time to ask questions.

Ms. Vetra, a resident who lives near the site of the proposed development, asked where the access point of the development will be located

Antionette Rivers, a resident, stated that the proposed development will lead to congestion in the area. She also commented on the smaller size of the proposed townhomes and asked about the price point. She mentioned that she has lived in the area for a while, and with the expansion of her neighborhood and the surrounding developments, the area now has less of a country feel. Lastly, she asked if the development will be on sewer or septic.

Hugh Delaney informed that there isn't a definitive price point determined for the homes yet, and that they will be on sewer.

Anna Randolph, a resident, stated that she is concerned about traffic coming into her neighborhood, the garbage dumpster on the property drawing in animals, if there will be a buffer between the existing developments, another planned development in the area, traffic, and the access points to the development.

Tameika Jared, a resident, stated that she is also concerned about the traffic the development will produce. She also asked about the completion of the neighboring development, sidewalks, trees, and an additional access point.

Fellisha Blair, planner, stated that there are standards that applicants who are seeking to develop must abide by, including adding sidewalks and landscaping.

PETITION:	**ZM25-002**
PETITIONER:	Hugh Delaney of D2 Construction Services
LOCATION:	2979 Klondike Road
PETITIONER'S REQUEST:	The request is to amend the approved conditions placed on the site for a proposed townhome development.

Hugh Delaney, the applicant, stated that the property was conditioned (CZ-08-14586) to a site plan sixteen years ago that was never executed by the previous owner of the property. They would like to remove all of the conditions to move forward with their proposed development.

The public was given time to ask questions.

Anna Randolph, a resident, asked if the conditions could stay in place, more specifically, the condition that addresses traffic.

Antionette Rivers, a resident, mentioned her concern about the property's size and the number of townhomes proposed to be on the lot.

Hugh Delaney, the applicant, stated that he will try to have the developer for the townhomes at the next meeting to provide information about them specifically.

PETITION:	**SLUP25-002**
PETITIONER:	Lydia Nicholas of Oasis Personal Care Home
LOCATION:	5284 Salem Springs Place
PETITIONER'S REQUEST:	The petitioner is seeking a Special Land Use Permit (SLUP) to operate as a Type 2 Home Occupation for a personal care home business.

Lydia Nicholas, the applicant, stated that she currently works in the ICU department, and her experiences with her patients at her facility illustrate why her proposed use is needed for the elderly population. She stated that it will not be a nursery home, but is more of a matter of companionship. It was also stated that six residents can live in the home and that they will be assisted with their nutrition, socializing, and will participate in activities.

Ramona Eversley, Senior Planner, asked the applicant about the number of restrooms in the home, the number of floors the home has, additional staff, and if the HOA allows this use.

Lydia Nicholas, the applicant, replied that there are three restrooms, a stair lift will be installed for the residents to access the

second floor, there will be one additional staff member, and that there is no HOA.

The public was given time to ask questions.

Desiree Ambrose, a resident, stated she has lived in the subdivision for 27 years and is not happy about the proposal. She stated that this business should be in a commercial area. Ms. Ambrose also asked the applicant how frequently she would be on the property.

Lydia Nicholas, the applicant, stated that her business will not change the "outlook' of the community and that the building will remain residential. She also stated that she recently bought the property to live in. It was also stated that there will be no signs or traffic.

Wanda Carr, a resident, stated that she lives two minutes away from the proposed personal care home and that she opposes the application. There has been a steady decline in the upkeep of the neighborhood due to investors buying properties and squatters. This business will open the door to more businesses operating in the area.

Brenda Whitehead, a resident, stated that she opposes the business. This location is not a fit for this type of business. She also questioned if it would be safe for the elderly residents to participate in activities such as walking on the road.

Maurice McFarland, a resident, stated that this business will affect the community's property values and those who currently reside in the area. He stated that he assisted with repairing the home and is fully aware of its makeup. It was also expressed that this is all done solely to make money.

Lydia Nicholas, the applicant, clarified that the business will not change the outlook of the neighborhood and that she would like to make an impact on the community. She also stated that the home has more than enough space for the residents.

PETITION:	**TMOD25-003**
PETITIONER:	The City of Stonecrest
LOCATION:	City-Wide
PETITIONER'S REQUEST:	The City of Stonecrest is seeking approval to modify Chapter 27 ZONING ORDINANCE.

Ellis Still, Deputy Director of Planning & Zoning, stated that the city is petitioning to update terms in Chapter 27 Zoning Ordinance to align with the department structure of the city. All decisions for the planning and zoning division will be made by the Community Development Director.

The public was given time to ask questions. There was no one to make a comment.

IV. ADJOURNMENT

The meeting was adjourned at 7:48 p.m.

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

APPROVED: Ellis Still 6/25/2025

DIRECTOR, PLANNING & ZONING **DATE**

ATTEST: Cobi Brown 6/25/2025

SECRETARY **DATE**

PLANNING COMMISSION MEETING
Stonecrest City Hall* - 6:00 p.m.
*In-Person Meeting
July 1, 2025

Summary Minutes

As set forth in the Americans with Disabilities Act of 1990, the City of Stonecrest will assist citizens with special needs given notice (7 working days) to participate in any open meetings of the City of Stonecrest. Please contact the City Clerk's Office via telephone (770-224-0200).

Citizen Access: Stonecrest YouTube Live Channel

Citizens wishing to make a comment during the public hearing portion of the meeting can do so by attending the hearing in-person or submitting their comment(s) to Planning and Zoning Staff via email Planning-Zoning@stonecrestga.gov on the day of hearing, no later than 2:00 PM, to be read into the record at the hearing. When it is your turn to speak, please place your comment card on the podium, state your name, address, and relationship to the case. There is a ten (10) minutes time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

I. CALL TO ORDER
Chairperson Eric Hubbard (District 3) called the meeting to order at 6:00 p.m.

II. ROLL CALL
Chairperson Eric Hubbard (District 3) called the roll. Vice Chairperson Erica Williams (District 1), Commissioner Joyce Walker (District 2), and Commissioner Lemuel Hawkins (District 5) were present. Commissioner Pearl Hollis (District 4) was absent.

Community Development Divisions Director Shawanna Qawiy, Planning and Zoning Deputy Director Ellis Still, Senior Planner Ramona Eversley, Planner Fellisha Blair, Zoning Analyst Abeykoon Abeykoon, and Administrative Assistant Cobi Brown were in attendance.

III. APPROVAL OF THE AGENDA
Chairperson Hubbard asked for a motion to approve the agenda. The motion was made by Vice Chairperson Erica Williams and was seconded by Commissioner Walker. The amended agenda was APPROVED by a unanimous vote. 4-0-0

IV. **APPROVAL OF MEETING MINUTES:** *Planning Commission meeting minutes dated June 3, 2025.*
Chairperson Hubbard asked for a motion to APPROVE the meeting minutes for June 3, 2025. The motion was made by Commissioner Hawkins and seconded by Commissioner Walker. It was APPROVED by a unanimous vote. 4-0-0

V. ANNOUNCEMENT(S)
N/A

VI. OLD BUSINESS
N/A

VII. NEW BUSINESS:

1. **PUBLIC HEARING** **CASE #:** **RZ25-001**
APPLICANT: Bobby Bullard of Bullard Land Planning
LOCATION: 1455 Rogers Lake Rd
The request is for a rezoning and map amendment of the parcel from R-100 (Residential Medium Lot - 100) to RSM (Small Lot Residential Mix) for a proposed residential development.

Deputy Director Still *provided an overview of the proposed project.*

APPROVAL PENDING

STAFF RECOMMENDATION

The rezoning requested lists three (3) options of a proposed community development on the property. The surrounding area is currently developed as single-family detached homes. The homes to the south and immediate north of the subject property are on lots that are 5 acres or more. Staff recommends that the proposed development fit with the surrounding development. Because there is no one (1) definite specific use that is being requested and because staff does not know what the true intent is, staff cannot support rezoning the property without fully evaluating a single/definite requested use.

Staff recommends **DENIAL** of rezoning and map amendment requests.

The public hearing was opened.

John Nix, representative of the applicant, spoke. He referenced three (3) different residential proposals for the property, but prefers to develop townhomes. He mentioned that the future land use map allows for the proposed use, which will be a better fit for the lot compared to single-family homes. Rezoning will also allow for the applicant to develop more homes on the property, which he described as unique due to its topography. There are two (2) different building options in consideration, with the option of the garage being in the front or rear of the townhome. They would try to make the aesthetic of the townhomes similar to what is seen around the Metro-Atlanta area.

With no additional attendees speaking for or against the petition, the public hearing was closed.

2. **DECISION** **CASE #:** **RZ25-001**
APPLICANT: Bobby Bullard of Bullard Land Planning
LOCATION: 1455 Rogers Lake Rd
The request is for a rezoning and map amendment of the parcel from R-100 (Residential Medium Lot - 100) to RSM (Small Lot Residential Mix) for a proposed residential development.

Vice Chairperson Williams stated that she was not comfortable approving the petition due to the applicant presenting more than one option for the development.

Commissioner Hawkins stated his appreciation for the applicant providing visuals of the options that they are petitioning. However, he would feel more comfortable knowing exactly what is being proposed for development.

Commissioner Williams asked for clarification of the acreage of each parcel for each residential structure.

Deputy Director Still expressed the staff's disapproval of the townhomes being developed in the area.

Commissioner Hawkins made a motion to **DEFER** the application to return to the Planning Commission. The motion was seconded by Vice Chairperson Williams and approved by unanimous vote. **4-0-0.**

3. **PUBLIC HEARING** **CASE #:** **RZ25-003**
APPLICANT: Hugh Delaney of D2 Construction Services
LOCATION: 2979 Klondike Road
The request is for a rezoning and map amendment of the parcel from OI (Office - Institutional) to MR-1 (Medium Density Residential -1) for a proposed townhome development.

Deputy Director Still *provided an overview of the proposed project.*

APPROVAL PENDING

STAFF RECOMMENDATION

Staff is recommending APPROVAL with the following conditions:

1. The applicant shall submit a comprehensive traffic study to assess the potential impacts on local traffic patterns and determine the need for any necessary road improvements or traffic mitigation measures.
2. The applicant must provide documentation demonstrating that existing utilities, including water, sewer, and stormwater systems, have adequate capacity to support the proposed development. If deficiencies are identified, the applicant shall propose necessary upgrades.
3. The applicant shall implement measures to protect existing natural resources, including maintaining appropriate buffers and preserving mature trees where feasible.
4. A 50-foot-wide buffer with existing and new trees shall be maintained along the property's boundaries to minimize visual and environmental impacts on adjacent properties.
5. The development shall include provisions for pedestrian connectivity, such as sidewalks or pathways, to enhance accessibility and promote walkability within the community.
6. The applicant shall adhere to the city's architectural design standards to ensure that the development is aesthetically compatible with the surrounding area.
7. The applicant shall include a percentage of affordable housing units within the development to promote socioeconomic diversity and meet community needs.

Vice Chairperson Williams asked about the square footage of the townhomes and if there is a deadline for the applicant to meet the conditions, if a favorable decision was made.

Deputy Director Still responded that the square footage of the townhomes was a concern for residents and that all the conditions must be met before a certificate of occupancy is issued.

Commissioner Hawkins asked about the design of the townhomes, specifically the driveway area and the garage space. As well as if the code prevents residents from turning the garage into an additional living space.

Deputy Director Still responded referring to the concerns, and that staff are aware of and are monitoring.

Commissioner Walker spoke on her experience living in a townhome as well as the issues she's dealt with concerning not having enough driveway space and being crowded with on-street parking.

Fellisha Blair, Planner, stated that the city's codes address designs for residential developments.

The public hearing was opened.

Hugh Delaney, the applicant, spoke. He stated that the property is currently a result of being spot zoned and that townhomes will fit in with the current surrounding developments. He also stated that rezoning will have an effect on the tax base. They would like to develop eight townhomes on the property.

Joe Moscow of Ryan Holmes/NVR, the builder for the development, stated that the townhomes will be 1578 sq.ft. and three stories. He also stated that the area and surrounding parcels are residential. Depending on the real estate market, the home's price could be around $299k.

There were many who made comments.

Antient Rivers a resident spoke on opposition. She stated that there is not enough acreage for the proposed development and that in the area, she noticed that trees were already being removed.

Hank Stuckey, a resident, spoke and stated his opposition due to crime, traffic, drugs, and water flow. He stated that there is a thirty-foot drop in the area filled with water as well as a wetland. He stated that his neighborhood is already congested and expressed his concern about the previously approved development associated with this petition.

Hannah Randolph a resident, spoke. She agreed that there is a wetland in the area and disagreed that a commercial development would not be a good fit. She also expressed her concern about the applicant's other development in the area.

Tamika Jared, **a resident,** spoke. She stated that there have been car accidents in the area and that a traffic study should be conducted. She also asked if a sidewalk and drainage structure would be added.

Hugh Delaney the applicant, stated that the property has a detention pond and that there will be sidewalks constructed.

APPROVAL PENDING

Joe Moscow stated that the 72-townhome development was recently approved by the city**.** He stated that there should not be dumping or crime once the townhomes are built.

Hugh Delaney the applicant stated that there are no wetlands on the property. However, there is a low area which will be addressed during the grading process.

Commissioner Walker asked if staff had walked the property and if a community meeting had been held.

Deputy Director Still stated that the applicants' petition was presented at a Community Planning Information Meeting and that the site plan was used for the recommended conditions.

With no additional speakers, the public hearing was closed.

4. **DECISION** **CASE #:** **RZ25-003**
APPLICANT: Hugh Delaney of D2 Construction Services
LOCATION: 2979 Klondike Road
The request is for a rezoning and map amendment of the parcel from OI (Office - Institutional) to MR-1 (Medium Density Residential -1) for a proposed townhome development.

Vice Chairperson Williams asked about the required detention pond and the percentage of renters.

Deputy Director Still stated that the code requires detention ponds for developments.

Joe Moscow stated that a rental cap can be placed on the community in the HOA documents.

Cordell Lyons, the property owner, explained that he has two different projects in the area, which cannot be combined, but they will have a combined the HOA due to proximity.

Commissioner Hawkins made a motion **to recommend APPROVAL of the application with the CONDITIONS recommended by staff**. **This motion failed due to the lack of a second.**

Vice Chairperson Williams asked for the motion to be amended to add the rental cap percentage and to be a restriction for garages to not be converted to a rental space.

Commissioner Hawkins amended his motion **to recommend APPROVAL of the application with the CONDITIONS recommended by staff,** with additional conditions for a **10% rental cap stated in the HOA bylaws for both properties,** and **that there shall be no conversion of garages to living space or any other use, nor off street parking.**

Vice Chairperson Williams seconded this motion, and it was **APPROVED with the amended CONDITIONS** by unanimous vote. **4-0-0**

5. **PUBLIC HEARING** **CASE #:** **ZM25-002**
APPLICANT: Hugh Delaney of D2 Construction Services
LOCATION: 2979 Klondike Road
The request is to amend the approved conditions placed on the site for a proposed townhome development.

Deputy Director Still *provided an overview of the proposed project.*

STAFF RECOMMENDATION

Staff recommend **DENIAL** of the request to amend the approved conditions defined in Dekalb County case number CZ-08014586.

1. Approval is based on the submitted site plan.
2. Access is restricted to the internal roadways of the development to the north of the project site.
3. No curb cut access from the site to Klondike Road will be permitted.
4. A 20-foot landscape strip along Klondike Road is required to screen the parking areas from view.

APPROVAL PENDING

The public hearing was opened.

Hugh Delaney, the applicant, stated that the property was conditioned (CZ-08-14586) to a site plan sixteen years ago that was never executed by the previous owner of the property. The conditions make the property landlocked and of no economic use.

Commissioner Hawkins asked if there was an ingress/egress for the townhomes after reviewing the site plan.

Corell Lyons, the property owner, stated that currently, the conditions prevent them from developing a street to give access to the townhomes.

With no additional speakers, the public hearing was closed.

6. **DECISION** **CASE #:** **ZM25-002**
APPLICANT: Hugh Delaney of D2 Construction Services
LOCATION: 2979 Klondike Road
The request is to amend the approved conditions placed on the site for a proposed townhome development.

The commissioners asked for clarification on where the street would be located while reviewing the site plan.

With no additional discussion, Commissioner Hawkins made a motion to ***APPROVE*** **the removal of the conditions placed under CZ-08-14586. Chairperson Hubbard seconded that motion.** Vice Chairperson Williams and Commissioner Walker **voted against the motion. The motion failed. 2-2-0**

Chairperson Hubbard made a motion to **DEFER** the application. Vice Chairperson Williams seconded that motion. The application was **DEFERRED** by unanimous vote. **4-0-0**

7. **PUBLIC HEARING** **CASE #:** **SLUP25-002**
APPLICANT: Lydia Nicholas of Oasis Personal Care Home
LOCATION: 5284 Salem Springs Place
The petitioner is seeking a Special Land Use Permit (SLUP) to operate as a Type 2 Home Occupation for a personal care home business.

Deputy Director Still provided an overview of the proposed project.

STAFF RECOMMENDATION

- Staff has concerns about the layout of the home and whether or not the home will be conducive for the activities and living access of seniors.
- This includes the number of bathrooms available to the residents and the majority of the bedrooms being located on the second floor of the house.
- Staff has concerns about the potential number of people that could be reside in the home, the potential for increased on-street parking, traffic and the use not being a good fit in the neighborhood.

- Staff recommend DENIAL of the special land use permit.

Vice Chairperson Williams asked if the applicant specified the number of proposed seniors who would live in the home, the home layout, as well as the age range for the residents.

Deputy Director Still stated that the applicant proposed six residents to live in the home, which is two stories with five bedrooms and 2 1/2 bathrooms. There was no age range provided.

Vice Chairperson Williams asked how the number of residents living in the home be monitored.

Director Qawiy stated that the applicant will be required to submit an inspection report along with the business license renewal.

The public hearing was opened.

Lydia Nicholas, the applicant, came up to speak. She stated that the public health department also regulates personal care homes, and stair lifts are used for those who cannot climb up the stairs. The age range would be age 55 or up.

ARTICLE PENDING

The applicant stated her decision to **WITHDRAW her application** due to the residents being hostile during the CPIM and a resident coming onto her property to take pictures. She is stated that she was concerned for her safety as well as the safety of her residents.

8. **DECISION** **CASE #:** **SLUP25-002**
APPLICANT: Lydia Nicholas of Oasis Personal Care Home
LOCATION: 5284 Salem Springs Place
The petitioner is seeking a Special Land Use Permit (SLUP) to operate as a Type 2 Home Occupation for a personal care home business.

The public hearing was opened.

Maurice McFarland, a resident, spoke and acknowledged that he was the one who took the pictures on the property, and that the floor plan she described is incorrect. He also stated that her proposal is only about making money and that they were not trying to intimidate her.

Brenda Whitehead, a resident, spoke. She stated that she has lived in the neighborhood for twenty-six years and that the home is not a fit for that type of business. She is also concerned about her neighborhood becoming a mixed-use neighborhood.

Sharon McFarland, **a resident,** stated that there will not be enough staff and that the proposed home is not suitable for the use. She also shared her experience having a brother who stayed in a personal care home.

Tasha Brown, a resident, stated that the property is currently vacant. She also questioned the vetting process for the residents who will be living there.

With no additional comments from the public, the public hearing was closed.

Chairperson Hubbard made a motion to ***ACCEPT THE WITHDRAWAL*** of the application without prejudice. Vice Chairperson Williams seconded the motion, and it was **ACCEPTED** by unanimous vote. **4-0-0**

VIII. ADJOURNMENT

The meeting was adjourned at 8:17 pm

APPROVED:

_____

CHAIRPERSON Date:

ATTEST:

_____

SECRETARY Date:

APPROVAL PENDING

CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance for ZM 25-002 2979 Klondike Road

AGENDA SECTION: (*check all that apply*)

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

CATEGORY: (*check all that apply*)

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

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

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

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

Current Council Meeting: Monday, July 28, 2025

SUBMITTED BY: Shawanna Qawiy, Division Director Community Development

PRESENTER: Shawanna Qawiyt, Division Director Community Development

PURPOSE: The applicant is seeking to remove the four (4) approved zoning conditions listed from DeKalb County case number CZ 08014586.

FACTS: The applicant is seeking to remove the four (4) approved zoning conditions listed from DeKalb County case number CZ 08014586, listed at (1) Approval is based on the submitted site plan. (2) Access is restricted to the internal roadways of the development to the north of the project site (3) No curb cut access from the site to Klondike Road will be permitted and (4) A 20 foot landscape strip along Klondike Road is required to screen the parking area from view.

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

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

ATTACHMENTS:

(1) Attachment 1 - Ordinance

CITY COUNCIL AGENDA ITEM

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

STATE OF GEORGIA

CITY OF STONECREST

ORDINANCE NO. ____-_____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO AMEND THE APPROVED CONDITIONS OF PROPERTY LOCATED AT 2979 KLONDIKE ROAD (PARCEL ID 16 138 01 002) AS DEFINED IN CZ-08-14586; TO PROVIDE SEVERABILITY; TO PROVIDE PROPOSED TOWNHOME DEVELOPMENT FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

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

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

WHEREAS, the City received a request to amend the approved conditions placed on the site for a proposed townhome development of property located at 2979 KLONDIKE ROAD (PARCEL ID 16 138 01 002) FROM CZ-08-14586, AN UNEXCUTED CITE PLAN FROM SIXTEEN YEARS AGO; and

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

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

WHEREAS, the Planning and Zoning Department recommends denial; and

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

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

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

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

Section 1. That ZM25-002, requesting a zoning modification to amend the approved conditions of property located at 2979 Klondike Road (Parcel ID 16 138 01 002) as defined in CZ-08-14586 is denied.

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

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

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent

allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.

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

Section 5. The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener's errors found in this Ordinance, including its exhibits, as enacted.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

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

Section 8. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Stonecrest, Georgia.

ORDAINED this _____ day of _____, 2025.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

_____

Jazzmin Cobble, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

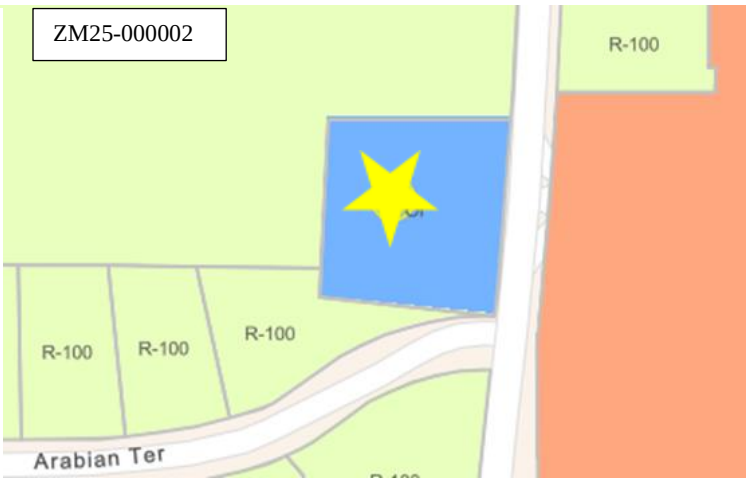
ZONING MODIFICATION

Prepared By:	Ramona Eversley, Senior Planner
Petition Number:	ZM25-000002
Applicant:	Hugh B. Delaney hugh@d2constructionservices.com
Property Owner:	Glencor Services Inc. 7469 Old Alexandria Ferry Rd. #B Clinton, MD
Project Location:	2979 Klondike Road, Lithonia, GA 30038 Parcel ID **16 138 01 002**
District:	1 – Councilwoman Tara Graves
Acreage:	+/- 0.97 acres
Existing Zoning:	OI- Office-Institutional
Proposed Zoning:	MR-1
Overlay:	n/a
Future Land Use:	SUB - Suburban
Proposed Development/Request:	The applicant is requesting to amend the approved conditions defined in Dekalb County case number CZ-08014586. 1. Approval is based on the submitted site plan. 2. Access is restricted to the internal roadways of the development to the north of the project site. 3. No curb cut access from the site to Klondike Road will be permitted. 4. A 20-foot landscape strip along Klondike Road is required to screen the parking areas from view.
CPIM:	June 12, 2025
Planning Commission:	July 1, 2025
Mayor & City Council:	July 28, 2025
Sign Posted/ Legal Ad(s) submitted:	
Staff Recommendations:	**DENIAL**
Planning Commission:	**DEFERRAL**

PROJECT OVERVIEW

Location

The subject property is situated along Klondike Road, a major arterial road in Stonecrest, with a parcel identification of 16 138 01 002. The subject properties are currently vacant in a wooded area. The property abuts R-100 Districts to the north, south and west, and MR-1 (Med Residential – 1) to the East.



Adjacent & Surrounding Properties	Zoning (Petition Number)	Land Use
Adjacent: North	R-100 (Residential Med Lot) District	Proposed Townhomes
Adjacent: West	R-100 (Residential Med Lot) District	Single Family Residential
Adjacent: East	MR-1 (Med Density Residential)	Wesley Providence
Adjacent: South	R-100 (Residential Med Lot) District	Single Family Residential

Background

The City of Stonecrest Zoning Map has the property zoned OI (Office- Institutional) District. The property is wooded and vacant. The applicant's survey indicates that there is no wetland area on the property. The applicant is requesting to rezone Tax Parcels 16 138 01 002 (2979 Klondike Road) from OI (Office – Institutional) to MR-1 (Medium Density Residential – 1).

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

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

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

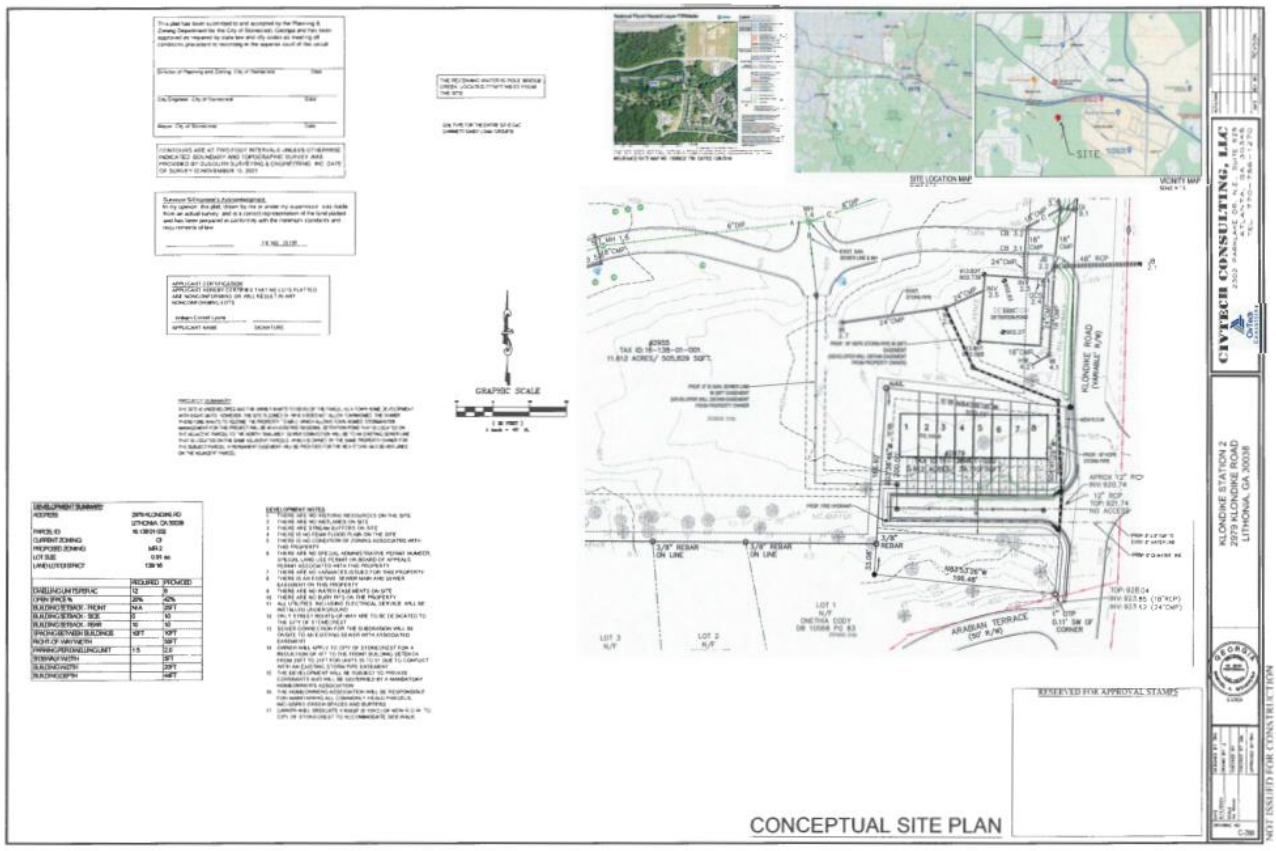
Maximum Density, Units/Acre: 4 to 8 du/ac

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

Public Participation

Property owners within 1,000 feet of the subject property were mailed notices of the proposed rezoning in May 2025. There was a Community Planning Information Meeting (CPIM) held on June 12, at 6:00 p.m. at city hall. There were six attendees who voiced several concerns regarding the development. Residents expressed apprehension about increased traffic congestion, potential spring water issues underground, and the absence of sidewalks. They also highlighted the need for road widening to accommodate adequate turning space and raised concerns that the townhomes might be rented out rather than owner-occupied. Additionally, there were fears about potential future crime and the belief that the area may be too small to support townhome development.

Existing Site Plan (May 15, 2025)



ZM25- 002

ADDRESS: **2979 Klondike Road**

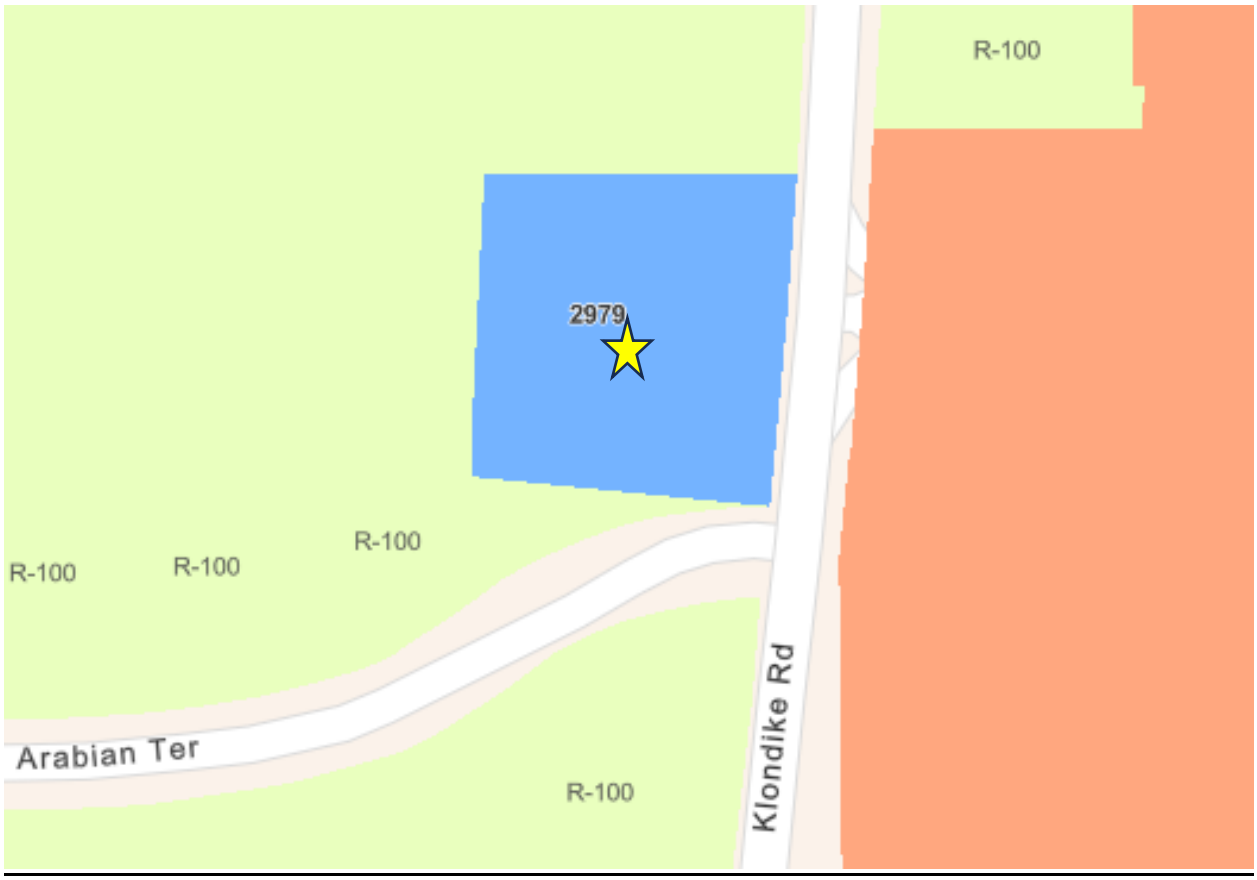
CURRENT ZONING: **OI- Office Institutional**

FUTURE LAND USE: **SUBURBAN (SUB)**

Aerial Map

Subject Property

Zoning Map



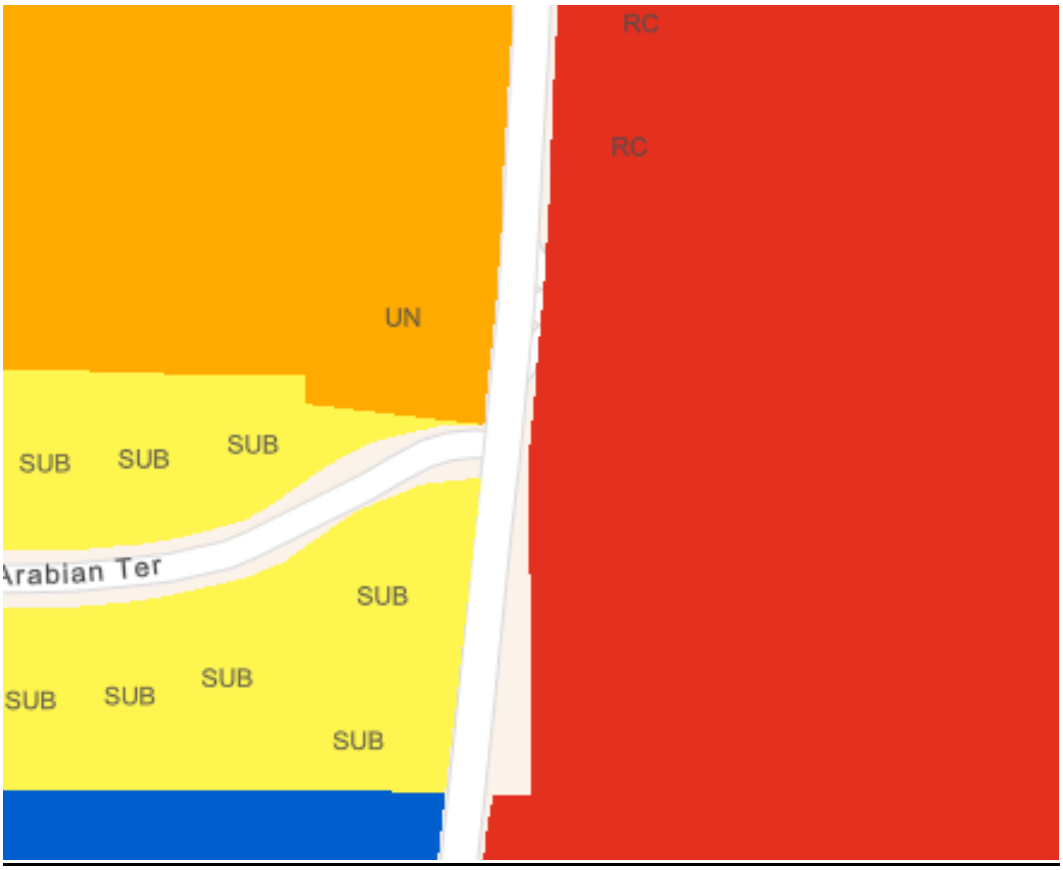
Legend

R-100 - Residential Med Lot

OI - Office-Institutional

MR-1 - Med Density Residential

Future Land Use Map



Legend

Urban Neighborhood Suburban Regional Center

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 is in conformity with the policy and intent of the comprehensive plan.**

  The removal of conditions may lead to uses or intensities inconsistent with the adopted land use plan or the goals for community development.

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

  The original conditions were imposed to address compatibility with adjacent residential areas. Their removal could result in adverse impacts such as increased traffic, noise, or visual intrusion.

- **Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.**
  The property remains economically viable under the existing zoning and conditions. Based on current land use patterns, market analysis, and development potential, staff finds:

  - **Comparable Development**: Nearby properties with similar zoning and conditions have been successfully developed or redeveloped, indicating the existing regulatory framework allows for productive use.

  - **Permitted Uses:** The current zoning classification permits a range of uses that offer reasonable economic return. There is no evidence that the property is functionally obsolete or that the existing conditions preclude all viable uses.

  - **Lack of Hardship:** The applicant has not demonstrated a unique or site-specific hardship that would justify the removal of conditions. Economic inconvenience or desire for increased profitability does not constitute a lack of reasonable use under applicable standards.

  - **Investment-Backed Expectations:** The original zoning approval, including conditions, established clear expectations for use and intensity. Removal of those conditions could disrupt the intent of the initial zoning approval and undermine the balance between development and community interest.

  The property retains reasonable economic use under its current zoning and conditions. Therefore, the request to remove conditions is not justified based on economic hardship or infeasibility**.**

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

  Protection of Residential Character: The existing conditions were specifically imposed to buffer or mitigate impacts on nearby residential uses. Their removal would likely increase the intensity of development or introduce uses incompatible with the character of the surrounding area.

Traffic and Access Impacts: Adjacent streets and intersections currently function adequately under existing zoning conditions. Removal of access or use limitations may increase traffic volume, turning movements, or cut-through traffic, which could diminish the usability and safety of neighboring properties.

Noise, Light, and Privacy: Without the existing development limitations, future uses may introduce higher levels of noise, lighting, or building mass, negatively impacting nearby residential and low-intensity commercial properties.

The proposed zoning amendment to remove existing conditions would adversely affect the existing use and usability of adjacent or nearby properties. The conditions in place serve a continuing public interest and protect the integrity and livability of the surrounding area.

- **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.**

  Staff has reviewed whether there are any existing or emerging conditions in the area that would justify a change to the current zoning conditions**.**

  Findings:

  - **Lack of Significant Change:** There have been no substantial changes in land use, infrastructure, or policy direction in the immediate area since the original conditions were imposed. The surrounding development pattern remains stable, with adjacent properties continuing to operate under similar zoning and land use designations.

  - **Area Plan Consistency:** The proposal remains inconsistent with the applicable comprehensive plan or subarea plan, which continues to support lower-intensity or transitional uses and the preservation of conditions to buffer surrounding properties.

  - **Community Intent and Precedent:** The original zoning conditions were adopted to address community concerns and ensure compatibility with adjacent uses. There has been no demonstrated change in community position or planning policy that would justify removal of these conditions.

  - **Infrastructure Capacity:** There have been no infrastructure upgrades or capacity improvements (e.g., roadway widening, transit enhancements, or utility expansions) that would accommodate more intense use of the site or justify relaxing existing limitations.

There are no existing or changing conditions that support the removal of the current zoning conditions.

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

  The proposed rezoning site is not situated within a designated historic district or known archaeological site**.**

- **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.**

  Staff has evaluated whether removal of the existing zoning conditions would result in a use that will, or could, cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

  Findings:

  Traffic and Street Capacity: The current conditions help limit the intensity and traffic generation of the site. Removing these controls may lead to higher trip volumes, peak-hour congestion, and reduced safety or efficiency on nearby local and collector roads not designed to support higher traffic loads.

  Transportation Infrastructure: No improvements or capacity expansions have been made to local transportation facilities that would justify increasing the intensity of site use. The potential increase in vehicle trips may exacerbate wear on aging roadways and increase demand for traffic control or signalization.

  Utility Services: The existing zoning conditions limit the scale of development, helping to match utility demand with available capacity. Removal of these conditions could strain water, sewer, or stormwater systems if more intensive uses are pursued.

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

  Staff has considered whether the proposed removal of zoning conditions would have adverse impacts on the environment or surrounding natural resources.

  Findings:

  Stormwater and Drainage: The existing conditions may include requirements for site design, impervious surface limits, or stormwater controls. Removal of these could lead to increased runoff, flooding risks, or sedimentation of nearby streams or drainage channels.

  Tree Canopy and Vegetation: Existing zoning conditions may protect or limit the removal of mature trees and natural vegetation. Their removal could result in substantial loss of tree canopy and green space, negatively affecting biodiversity, shade cover, and air quality.

  The proposed zoning amendment could lead to adverse environmental impacts that are currently mitigated by the existing conditions. Removing these protections may result in harm to natural resources and local ecological balance.

STAFF RECOMMENDATION

Staff recommends **DENIAL** of the request to amend the approved (listed below) conditions defined in Dekalb County case number CZ-08014586.

1. Approval is based on the submitted site plan.
2. Access is restricted to the internal roadways of the development to the north of the project site.
3. No curb cut access from the site to Klondike Road will be permitted.
4. A 20-foot landscape strip along Klondike Road is required to screen the parking areas from view.

PLANNING COMMISSION RECOMMENDATION – July 1, 2025

The Planning Commission recommended a DEFERRAL of the request.

Attachment(s): ZM25-002 Application and Supporting Documents

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

Amendment Application

PROPERTY				
Site Address(es): 2979 Klondike Road Stonecrest, GA		Parcel #: 16 138 01 002		Zip: 30038
Project Name (If applicable): N/A				
Current Zoning	OI with conditions	Proposed Zoning	Remove conditions	
Current Use	None	Proposed Use	Unknown	

OWNER INFORMATION			
Name:	Glencor Services, Inc.		
Address:	7469 Old Alexandria Ferry Road, Suite B, Clinton, MD 20735		
Email:	wclyons@glencorservices.com	Phone:	301-704-5586

APPLICANT			
Name:	Hugh B. Delaney		
Address:	2245 Belliston Place, Knightdale, NC 27545		
Email:	hugh@d2constructionservices.com	Phone:	704-340-7623

AFFIDAVIT

To the best of my knowledge, this application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Stonecrest Zoning Ordinance. I understand that failure to supply all required information (per the relevant Applicant Checklists and Requirements of the Stonecrest Zoning Ordinance) will result in the rejection of this application. I have read the provisions of the Georgia Code Section 36-67A-3 as required regarding Campaign Disclosures. My Signed Campaign Disclosure Statement is included.

Applicant's Name:	Hugh B. Delaney		
Applicant's Signature:	Hugh B Delaney	Date:	4-24-25

NOTARY

Sworn to and subscribed before me this 24th Day of April 2025			
Notary Public:	Tamika D Johnson		
Signature:		Date:	4/24/25

TAMIKA D JOHNSON
Notary Public - State of Maryland
Prince George's County
My Commission Expires Apr 16, 2028

3120 STONECREST BLVD. • STONECREST, GEORGIA 30038 • (770) 224-0200 • WWW.STONECRESTGA.GOV UPDATED ON 12/15/2023

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

Applicant(s) Notarized Certification

The petitioner acknowledged that this amendment application form is correct and complete. By completing this form, all applicant of the subject property certifies authorization of the filing of the application for amendment(s), and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Applicant

Name:	Hugh B. Delaney				
Address:	2245 Ballston Place	City, State:	Knightdale, NC	Zip:	27545
Signature:	Hugh B Delaney	Date:	4/24/25		

Sworn to and subscribed before me this 24th day of April, 2025

Notary Public: Tamika D. Johnson

TAMIKA D JOHNSON
Notary Public - State of Maryland
Prince George's County
My Commission Expires Apr 16, 2028

Applicant (if applicable)

Name:	William Cordell Lyons				
Address:	5811 Barnes Drive	City, State:	Clinton, MD	Zip:	20735
Signature:	William C. Lyons	Date:	4/24/25		

Sworn to and subscribed before me this 24th day of April, 2025

Notary Public: Tamika D. Johnson

TAMIKA D JOHNSON
Notary Public - State of Maryland
Prince George's County
My Commission Expires Apr 16, 2028

Applicant (if applicable)

Name:					
Address:		City, State:		Zip:	
Signature:		Date:			

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

Sworn to and subscribed before me this _____day of _____, 20____

Notary Public:

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

Property Owner(s) Notarized Certification

The owner and petitioner acknowledge that this amendment application form is correct and complete. By completing this form, all owners of the subject property certify authorization of the filing of the application for amendment(s), and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Property Owner

Name:	Glencor Services, Inc.		
Address:	7469 Old Alexandria Ferry Road, Suite B	City, State: Clinton, Md	Zip: 20735
Signature:	William C Lyon	Date:	4/24/25

Sworn to and subscribed before me this 24th day of April, 2025

Notary Public: [signature]

TAMIKA D JOHNSON
Notary Public - State of Maryland
Prince George's County
My Commission Expires Apr 16, 2028

Additional Property Owner (if applicable)

Name:			
Address:		City, State:	Zip:
Signature:		Date:	

Sworn to and subscribed before me this _____ day of _____, 20____

Notary Public:

Additional Property Owner (if applicable)

Name:			
Address:		City, State:	Zip:
Signature:		Date:	

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

Sworn to and subscribed before me this _____day of _____, 20_____

Notary Public:

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

☐ Yes ☒ No

Applicant/Property Owner			
Name:	William Cordell Lyons		
Address:	5811 Barnes Drive	City, State: Clinton, MD	Zip: 20735
Signature:	William C. Lyons	Date:	4/25/25

If the answer above is yes, please complete the following section:

Date	Government Official & Position	Description	Amount

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

☐ Yes ☒ No

Applicant/Property Owner			
Name:	Hugh B. Delaney		
Address:	2245 Ballston Place	City, State:Knightdale, NC	Zip:27545
Signature:	Hugh B Delaney	Date:	4/24/25

If the answer above is yes, please complete the following section:

Date	Government Official & Position	Description	Amount

Amendment Application

All applications and plans must be submitted through the Citizenserve Online Portal

Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

☐ Yes ☒ No

Applicant/Property Owner			
Name:	Glencor Services, Inc.		
Address:	7469 Old Alexandria Ferry Raod, Ste B , Clinton, Md 20735	City, State: Clinton, MD	Zip: 20735
Signature:	William C. Lyon	Date:	4/25/25

If the answer above is yes, please complete the following section:

Date	Government Official & Position	Description	Amount

GLENCOR SERVICES, INC.

7469 Old Alexandria Ferry Road • Suite B • Clinton, Maryland 20735-1834
Tel.: 301-877-7770 • Fax: 301-877-7775 • www.GlencorServices.com

April 24, 2025

Re: Letter of Intent

The purpose of this letter of intent is to notify the City of Stonecrest that Glencor Services, Inc (GSI) intend to amend the current conditions imposed on property located at 2979 Klondike Road, Stonecrest, GA 30028. We are requesting that current conditions defined in Dekalb Couty case number CZ-08-14586 on July 8, 2008, be removed. The restrictive conditions limit the land use and future land use options.

The subject property's current zoning is Office/Institutional (O|I) which is a spot zoning, unlike the surrounding parcels, which are residential or multifamily. The zoning disparity, along with the current restrictions, is causing significant economic hardship, leading to the subject property's devaluation. We are requesting the conditions be removed for the following reasons:

1. The zoning conditions are no longer viable. The intent of these conditions was based on develop plans by the previous owner.
2. The zoning conditions are impacting our ability to develop the property.
3. The current zoning conditions limit or eliminate any viable economic use for the property.

GSI is eager to maintain a strong partnership with the Stonecrest community and our neighboring stakeholders. By removing the current zoning conditions, we believe it enhances the property's value, provides GSI with more viable options, and contributes to the overall prosperity of the area.

Best Regards,

William C. Lyons

William Cordell Lyons

President, CEO

Meeting your organization's needs is our business

Not Not needed

1. A **Trip Generation Report** shall be submitted as a part of zoning applications for all Non-Residential and Mixed Use developments and for Residential Developments with greater than 10 proposed units. Applicants should follow this sample report:

Land Use (ITE Code)	Intensity	Daily	A.M Peak			P.M. Peak		
		Total	In	Out	Total	In	Out	Total
General Office (710)	50,000 Gross Square Feet	782	95	13	108	23	112	135
Townhouse (230)	200 Units	1,157	15	75	90	71	35	106
	TOTAL	1,939	110	88	198	94	147	241

2. A **Traffic Impact Study** shall be submitted as part of the zoning application for developments that produce 100 or more peak hour trips or at the discretion of the Public Works Department based on review of the request at the pre-application meeting.
3. The minimum requirements of the Traffic Impact Study shall be as follows:

Land Use	ITE Code	Variable	Rate Trips/ Var	Minimum Size for 100 Peak Hour Trips
Residential				
Single Family Detached	210	Housing Units	1.01	99 Units
Apartment	220	Housing Units	0.62	161 Units
Townhome/Condo	230	Housing Units	0.52	192 Units
Retail				
Shopping Center	820	1000 sf GLA	3.71	26 ksf GLA
Specialty Center	826	1000 sf GLA	5.02	20 ksf GLA
Pharmacy -no drive-thru	880	1000 sf	8.4	11.5 ksf
Pharmacy -w/drive-thru	881	1000 sf	9.91	10 ksf
Services				
Fast Food	934	1000 sf	45.42	2.2 ksf
Sit Down Restaurant	932	1000 sf	10.81	9 ksf
Coffee/Donut Shop	937	1000 sf	100.58	1 ksf
Bank no drive-thru	911	1000 sf	12.13	8 ksf
Bank w/drive-thru	912	1000 sf	24.3	4 ksf
Gas Station	944	Pumps	13.87	7 pumps
Institutional				
Day Care	565	Students	0.81	123 Students
Private School (K-8)	534	Students	0.9	111 Students
Private School (K-12)	536	Students	0.81	123 Students
Office				
General Office	710	1000 sf	1.56	64 ksf
Medical Office	720	1000 sf	3.57	28 ksf
Lodging				
Hotel	310	Rooms	0.6	166 Rooms

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

CITY OF STONECREST, GEORGIA

Community Planning Information Meeting (CPIM)

Summary Minutes

June 12, 2025, at 6:00 P.M.

Planning-zoning@stonecrestga.gov

*IN-PERSON MEETING

Stonecrest's YouTube Broadcast Link

Citizens wishing to actively participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request, including your full name, address, and position on the agenda item you are commenting on (for or against) via email to Planning-zoning@stonecrestga.gov by 2 p.m. the day before the meeting to be read into the record at the meeting.

I. CALL TO ORDER AND INTRODUCTIONS: Planning and Zoning Staff – Felleshia Blair

Community Development Director Shawanna Qawiy, Planning and Zoning Deputy Director Ellis Still, Senior Planner Ramona Eversley, Zoning Analyst Abeykoon Abeykoon, and Administrative Assistant Cobi Brown were in attendance.

II. REVIEW OF THE PURPOSE AND INTENT OF THE COMMUNITY PLANNING INFORMATION MEETING AND RULES OF CONDUCT– Felleshia Blair

III. Item(s) of Discussion:

PETITION:	**RZ25-001**
PETITIONER:	Bobby Bullard of Bullard Land Planning
LOCATION:	1455 Rogers Lake Rd
PETITIONER'S REQUEST:	The request is for a rezoning and map amendment of the parcel from R-100 (Residential Medium Lot - 100) to RSM (Small Lot Residential Mix) for a proposed residential development.

Bobby Bullard, the applicant, came up to speak. He stated that this application was sent through a full-cycle deferment at the April 28, 2025, Mayor and City Council Meeting, and also mentioned that the planning/zoning department recommended denial of the application in their staff report. He has met with two of the council members to see what product would be beneficial for the owner of the property as well as the city. The project was originally proposed to be solely a townhome development, but instead, they are proposing duplexes. The development will also feature amenities such as a playground and a community garden.

The public was given time to ask questions. There was no one to make a comment.

PETITION:	**RZ25-003**
PETITIONER:	Hugh Delaney of D2 Construction Services
LOCATION:	2979 Klondike Road
PETITIONER'S REQUEST:	The request is for a rezoning and map amendment of the parcel from OI (Office - Institutional) to MR-1 (Medium Density Residential -1) for a proposed townhome development.

Hugh Delaney, the applicant, came up to speak. He stated that rezoning the property would provide a more economical use for the property and would contribute to increasing the tax base in the area. The owner of the property would like to develop eight townhomes on the property. The development would provide a good residential mix in the area.

CITY OF STONECREST, GEORGIA

The public was given time to ask questions.

Ms. Vetra, a resident who lives near the site of the proposed development, asked where the access point of the development will be located

Antionette Rivers, a resident, stated that the proposed development will lead to congestion in the area. She also commented on the smaller size of the proposed townhomes and asked about the price point. She mentioned that she has lived in the area for a while, and with the expansion of her neighborhood and the surrounding developments, the area now has less of a country feel. Lastly, she asked if the development will be on sewer or septic.

Hugh Delaney informed that there isn't a definitive price point determined for the homes yet, and that they will be on sewer.

Anna Randolph, a resident, stated that she is concerned about traffic coming into her neighborhood, the garbage dumpster on the property drawing in animals, if there will be a buffer between the existing developments, another planned development in the area, traffic, and the access points to the development.

Tameika Jared, a resident, stated that she is also concerned about the traffic the development will produce. She also asked about the completion of the neighboring development, sidewalks, trees, and an additional access point.

Fellisha Blair, planner, stated that there are standards that applicants who are seeking to develop must abide by, including adding sidewalks and landscaping.

PETITION:	**ZM25-002**
PETITIONER:	Hugh Delaney of D2 Construction Services
LOCATION:	2979 Klondike Road
PETITIONER'S REQUEST:	The request is to amend the approved conditions placed on the site for a proposed townhome development.

Hugh Delaney, the applicant, stated that the property was conditioned (CZ-08-14586) to a site plan sixteen years ago that was never executed by the previous owner of the property. They would like to remove all of the conditions to move forward with their proposed development.

The public was given time to ask questions.

Anna Randolph, a resident, asked if the conditions could stay in place, more specifically, the condition that addresses traffic.

Antionette Rivers, a resident, mentioned her concern about the property's size and the number of townhomes proposed to be on the lot.

Hugh Delaney, the applicant, stated that he will try to have the developer for the townhomes at the next meeting to provide information about them specifically.

PETITION:	**SLUP25-002**
PETITIONER:	Lydia Nicholas of Oasis Personal Care Home
LOCATION:	5284 Salem Springs Place
PETITIONER'S REQUEST:	The petitioner is seeking a Special Land Use Permit (SLUP) to operate as a Type 2 Home Occupation for a personal care home business.

Lydia Nicholas, the applicant, stated that she currently works in the ICU department, and her experiences with her patients at her facility illustrate why her proposed use is needed for the elderly population. She stated that it will not be a nursery home, but is more of a matter of companionship. It was also stated that six residents can live in the home and that they will be assisted with their nutrition, socializing, and will participate in activities.

Ramona Eversley, Senior Planner, asked the applicant about the number of restrooms in the home, the number of floors the home has, additional staff, and if the HOA allows this use.

Lydia Nicholas, the applicant, replied that there are three restrooms, a stair lift will be installed for the residents to access the

second floor, there will be one additional staff member, and that there is no HOA.

The public was given time to ask questions.

Desiree Ambrose, a resident, stated she has lived in the subdivision for 27 years and is not happy about the proposal. She stated that this business should be in a commercial area. Ms. Ambrose also asked the applicant how frequently she would be on the property.

Lydia Nicholas, the applicant, stated that her business will not change the "outlook' of the community and that the building will remain residential. She also stated that she recently bought the property to live in. It was also stated that there will be no signs or traffic.

Wanda Carr, a resident, stated that she lives two minutes away from the proposed personal care home and that she opposes the application. There has been a steady decline in the upkeep of the neighborhood due to investors buying properties and squatters. This business will open the door to more businesses operating in the area.

Brenda Whitehead, a resident, stated that she opposes the business. This location is not a fit for this type of business. She also questioned if it would be safe for the elderly residents to participate in activities such as walking on the road.

Maurice McFarland, a resident, stated that this business will affect the community's property values and those who currently reside in the area. He stated that he assisted with repairing the home and is fully aware of its makeup. It was also expressed that this is all done solely to make money.

Lydia Nicholas, the applicant, clarified that the business will not change the outlook of the neighborhood and that she would like to make an impact on the community. She also stated that the home has more than enough space for the residents.

PETITION:	**TMOD25-003**
PETITIONER:	The City of Stonecrest
LOCATION:	City-Wide
PETITIONER'S REQUEST:	The City of Stonecrest is seeking approval to modify Chapter 27 ZONING ORDINANCE.

Ellis Still, Deputy Director of Planning & Zoning, stated that the city is petitioning to update terms in Chapter 27 Zoning Ordinance to align with the department structure of the city. All decisions for the planning and zoning division will be made by the Community Development Director.

The public was given time to ask questions. There was no one to make a comment.

IV. ADJOURNMENT

The meeting was adjourned at 7:48 p.m.

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

APPROVED: Ellis Still 6/25/2025

DIRECTOR, PLANNING & ZONING **DATE**

ATTEST: Cobi Brown 6/25/2025

SECRETARY **DATE**

PLANNING COMMISSION MEETING
Stonecrest City Hall* - 6:00 p.m.
*In-Person Meeting
July 1, 2025

Summary Minutes

As set forth in the Americans with Disabilities Act of 1990, the City of Stonecrest will assist citizens with special needs given notice (7 working days) to participate in any open meetings of the City of Stonecrest. Please contact the City Clerk's Office via telephone (770-224-0200).

Citizen Access: Stonecrest YouTube Live Channel

Citizens wishing to make a comment during the public hearing portion of the meeting can do so by attending the hearing in-person or submitting their comment(s) to Planning and Zoning Staff via email Planning-Zoning@stonecrestga.gov on the day of hearing, no later than 2:00 PM, to be read into the record at the hearing. When it is your turn to speak, please place your comment card on the podium, state your name, address, and relationship to the case. There is a ten (10) minutes time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

I. CALL TO ORDER
Chairperson Eric Hubbard (District 3) called the meeting to order at 6:00 p.m.

II. ROLL CALL
Chairperson Eric Hubbard (District 3) called the roll. Vice Chairperson Erica Williams (District 1), Commissioner Joyce Walker (District 2), and Commissioner Lemuel Hawkins (District 5) were present. Commissioner Pearl Hollis (District 4) was absent.

Community Development Divisions Director Shawanna Qawiy, Planning and Zoning Deputy Director Ellis Still, Senior Planner Ramona Eversley, Planner Fellisha Blair, Zoning Analyst Abeykoon Abeykoon, and Administrative Assistant Cobi Brown were in attendance.

III. APPROVAL OF THE AGENDA
Chairperson Hubbard asked for a motion to approve the agenda. The motion was made by Vice Chairperson Erica Williams and was seconded by Commissioner Walker. The amended agenda was APPROVED by a unanimous vote. 4-0-0

IV. **APPROVAL OF MEETING MINUTES:** *Planning Commission meeting minutes dated June 3, 2025.*
Chairperson Hubbard asked for a motion to APPROVE the meeting minutes for June 3, 2025. The motion was made by Commissioner Hawkins and seconded by Commissioner Walker. It was APPROVED by a unanimous vote. 4-0-0

V. ANNOUNCEMENT(S)
N/A

VI. OLD BUSINESS
N/A

VII. NEW BUSINESS:

1. **PUBLIC HEARING** **CASE #:** **RZ25-001**
APPLICANT: Bobby Bullard of Bullard Land Planning
LOCATION: 1455 Rogers Lake Rd
The request is for a rezoning and map amendment of the parcel from R-100 (Residential Medium Lot - 100) to RSM (Small Lot Residential Mix) for a proposed residential development.

Deputy Director Still *provided an overview of the proposed project.*

APPROVAL PENDING

STAFF RECOMMENDATION

The rezoning requested lists three (3) options of a proposed community development on the property. The surrounding area is currently developed as single-family detached homes. The homes to the south and immediate north of the subject property are on lots that are 5 acres or more. Staff recommends that the proposed development fit with the surrounding development. Because there is no one (1) definite specific use that is being requested and because staff does not know what the true intent is, staff cannot support rezoning the property without fully evaluating a single/definite requested use.

Staff recommends **DENIAL** of rezoning and map amendment requests.

The public hearing was opened.

John Nix, representative of the applicant, spoke. He referenced three (3) different residential proposals for the property, but prefers to develop townhomes. He mentioned that the future land use map allows for the proposed use, which will be a better fit for the lot compared to single-family homes. Rezoning will also allow for the applicant to develop more homes on the property, which he described as unique due to its topography. There are two (2) different building options in consideration, with the option of the garage being in the front or rear of the townhome. They would try to make the aesthetic of the townhomes similar to what is seen around the Metro-Atlanta area.

With no additional attendees speaking for or against the petition, the public hearing was closed.

2. **DECISION** **CASE #:** **RZ25-001**
APPLICANT: Bobby Bullard of Bullard Land Planning
LOCATION: 1455 Rogers Lake Rd
The request is for a rezoning and map amendment of the parcel from R-100 (Residential Medium Lot - 100) to RSM (Small Lot Residential Mix) for a proposed residential development.

Vice Chairperson Williams stated that she was not comfortable approving the petition due to the applicant presenting more than one option for the development.

Commissioner Hawkins stated his appreciation for the applicant providing visuals of the options that they are petitioning. However, he would feel more comfortable knowing exactly what is being proposed for development.

Commissioner Williams asked for clarification of the acreage of each parcel for each residential structure.

Deputy Director Still expressed the staff's disapproval of the townhomes being developed in the area.

Commissioner Hawkins made a motion to **DEFER** the application to return to the Planning Commission. The motion was seconded by Vice Chairperson Williams and approved by unanimous vote. **4-0-0.**

3. **PUBLIC HEARING** **CASE #:** **RZ25-003**
APPLICANT: Hugh Delaney of D2 Construction Services
LOCATION: 2979 Klondike Road
The request is for a rezoning and map amendment of the parcel from OI (Office - Institutional) to MR-1 (Medium Density Residential -1) for a proposed townhome development.

Deputy Director Still *provided an overview of the proposed project.*

APPROVAL PENDING

STAFF RECOMMENDATION

Staff is recommending APPROVAL with the following conditions:

1. The applicant shall submit a comprehensive traffic study to assess the potential impacts on local traffic patterns and determine the need for any necessary road improvements or traffic mitigation measures.
2. The applicant must provide documentation demonstrating that existing utilities, including water, sewer, and stormwater systems, have adequate capacity to support the proposed development. If deficiencies are identified, the applicant shall propose necessary upgrades.
3. The applicant shall implement measures to protect existing natural resources, including maintaining appropriate buffers and preserving mature trees where feasible.
4. A 50-foot-wide buffer with existing and new trees shall be maintained along the property's boundaries to minimize visual and environmental impacts on adjacent properties.
5. The development shall include provisions for pedestrian connectivity, such as sidewalks or pathways, to enhance accessibility and promote walkability within the community.
6. The applicant shall adhere to the city's architectural design standards to ensure that the development is aesthetically compatible with the surrounding area.
7. The applicant shall include a percentage of affordable housing units within the development to promote socioeconomic diversity and meet community needs.

Vice Chairperson Williams asked about the square footage of the townhomes and if there is a deadline for the applicant to meet the conditions, if a favorable decision was made.

Deputy Director Still responded that the square footage of the townhomes was a concern for residents and that all the conditions must be met before a certificate of occupancy is issued.

Commissioner Hawkins asked about the design of the townhomes, specifically the driveway area and the garage space. As well as if the code prevents residents from turning the garage into an additional living space.

Deputy Director Still responded referring to the concerns, and that staff are aware of and are monitoring.

Commissioner Walker spoke on her experience living in a townhome as well as the issues she's dealt with concerning not having enough driveway space and being crowded with on-street parking.

Fellisha Blair, Planner, stated that the city's codes address designs for residential developments.

The public hearing was opened.

Hugh Delaney, the applicant, spoke. He stated that the property is currently a result of being spot zoned and that townhomes will fit in with the current surrounding developments. He also stated that rezoning will have an effect on the tax base. They would like to develop eight townhomes on the property.

Joe Moscow of Ryan Holmes/NVR, the builder for the development, stated that the townhomes will be 1578 sq.ft. and three stories. He also stated that the area and surrounding parcels are residential. Depending on the real estate market, the home's price could be around $299k.

There were many who made comments.

Antient Rivers a resident spoke on opposition. She stated that there is not enough acreage for the proposed development and that in the area, she noticed that trees were already being removed.

Hank Stuckey, a resident, spoke and stated his opposition due to crime, traffic, drugs, and water flow. He stated that there is a thirty-foot drop in the area filled with water as well as a wetland. He stated that his neighborhood is already congested and expressed his concern about the previously approved development associated with this petition.

Hannah Randolph a resident, spoke. She agreed that there is a wetland in the area and disagreed that a commercial development would not be a good fit. She also expressed her concern about the applicant's other development in the area.

Tamika Jared, **a resident,** spoke. She stated that there have been car accidents in the area and that a traffic study should be conducted. She also asked if a sidewalk and drainage structure would be added.

Hugh Delaney the applicant, stated that the property has a detention pond and that there will be sidewalks constructed.

APPROVAL PENDING

Joe Moscow stated that the 72-townhome development was recently approved by the city**.** He stated that there should not be dumping or crime once the townhomes are built.

Hugh Delaney the applicant stated that there are no wetlands on the property. However, there is a low area which will be addressed during the grading process.

Commissioner Walker asked if staff had walked the property and if a community meeting had been held.

Deputy Director Still stated that the applicants' petition was presented at a Community Planning Information Meeting and that the site plan was used for the recommended conditions.

With no additional speakers, the public hearing was closed.

4. **DECISION** **CASE #:** **RZ25-003**
APPLICANT: Hugh Delaney of D2 Construction Services
LOCATION: 2979 Klondike Road
The request is for a rezoning and map amendment of the parcel from OI (Office - Institutional) to MR-1 (Medium Density Residential -1) for a proposed townhome development.

Vice Chairperson Williams asked about the required detention pond and the percentage of renters.

Deputy Director Still stated that the code requires detention ponds for developments.

Joe Moscow stated that a rental cap can be placed on the community in the HOA documents.

Cordell Lyons, the property owner, explained that he has two different projects in the area, which cannot be combined, but they will have a combined the HOA due to proximity.

Commissioner Hawkins made a motion **to recommend APPROVAL of the application with the CONDITIONS recommended by staff**. **This motion failed due to the lack of a second.**

Vice Chairperson Williams asked for the motion to be amended to add the rental cap percentage and to be a restriction for garages to not be converted to a rental space.

Commissioner Hawkins amended his motion **to recommend APPROVAL of the application with the CONDITIONS recommended by staff,** with additional conditions for a **10% rental cap stated in the HOA bylaws for both properties,** and **that there shall be no conversion of garages to living space or any other use, nor off street parking.**

Vice Chairperson Williams seconded this motion, and it was **APPROVED with the amended CONDITIONS** by unanimous vote. **4-0-0**

5. **PUBLIC HEARING** **CASE #:** **ZM25-002**
APPLICANT: Hugh Delaney of D2 Construction Services
LOCATION: 2979 Klondike Road
The request is to amend the approved conditions placed on the site for a proposed townhome development.

Deputy Director Still *provided an overview of the proposed project.*

STAFF RECOMMENDATION

Staff recommend **DENIAL** of the request to amend the approved conditions defined in Dekalb County case number CZ-08014586.

1. Approval is based on the submitted site plan.
2. Access is restricted to the internal roadways of the development to the north of the project site.
3. No curb cut access from the site to Klondike Road will be permitted.
4. A 20-foot landscape strip along Klondike Road is required to screen the parking areas from view.

APPROVAL PENDING

The public hearing was opened.

Hugh Delaney, the applicant, stated that the property was conditioned (CZ-08-14586) to a site plan sixteen years ago that was never executed by the previous owner of the property. The conditions make the property landlocked and of no economic use.

Commissioner Hawkins asked if there was an ingress/egress for the townhomes after reviewing the site plan.

Corell Lyons, the property owner, stated that currently, the conditions prevent them from developing a street to give access to the townhomes.

With no additional speakers, the public hearing was closed.

6. **DECISION** **CASE #:** **ZM25-002**
APPLICANT: Hugh Delaney of D2 Construction Services
LOCATION: 2979 Klondike Road
The request is to amend the approved conditions placed on the site for a proposed townhome development.

The commissioners asked for clarification on where the street would be located while reviewing the site plan.

With no additional discussion, Commissioner Hawkins made a motion to ***APPROVE*** **the removal of the conditions placed under CZ-08-14586. Chairperson Hubbard seconded that motion.** Vice Chairperson Williams and Commissioner Walker **voted against the motion. The motion failed. 2-2-0**

Chairperson Hubbard made a motion to **DEFER** the application. Vice Chairperson Williams seconded that motion. The application was **DEFERRED** by unanimous vote. **4-0-0**

7. **PUBLIC HEARING** **CASE #:** **SLUP25-002**
APPLICANT: Lydia Nicholas of Oasis Personal Care Home
LOCATION: 5284 Salem Springs Place
The petitioner is seeking a Special Land Use Permit (SLUP) to operate as a Type 2 Home Occupation for a personal care home business.

Deputy Director Still provided an overview of the proposed project.

STAFF RECOMMENDATION

- Staff has concerns about the layout of the home and whether or not the home will be conducive for the activities and living access of seniors.
- This includes the number of bathrooms available to the residents and the majority of the bedrooms being located on the second floor of the house.
- Staff has concerns about the potential number of people that could be reside in the home, the potential for increased on-street parking, traffic and the use not being a good fit in the neighborhood.

- Staff recommend DENIAL of the special land use permit.

Vice Chairperson Williams asked if the applicant specified the number of proposed seniors who would live in the home, the home layout, as well as the age range for the residents.

Deputy Director Still stated that the applicant proposed six residents to live in the home, which is two stories with five bedrooms and 2 1/2 bathrooms. There was no age range provided.

Vice Chairperson Williams asked how the number of residents living in the home be monitored.

Director Qawiy stated that the applicant will be required to submit an inspection report along with the business license renewal.

The public hearing was opened.

Lydia Nicholas, the applicant, came up to speak. She stated that the public health department also regulates personal care homes, and stair lifts are used for those who cannot climb up the stairs. The age range would be age 55 or up.

ARTICLE PENDING

The applicant stated her decision to **WITHDRAW her application** due to the residents being hostile during the CPIM and a resident coming onto her property to take pictures. She is stated that she was concerned for her safety as well as the safety of her residents.

8. **DECISION** **CASE #:** **SLUP25-002**
APPLICANT: Lydia Nicholas of Oasis Personal Care Home
LOCATION: 5284 Salem Springs Place
The petitioner is seeking a Special Land Use Permit (SLUP) to operate as a Type 2 Home Occupation for a personal care home business.

The public hearing was opened.

Maurice McFarland, a resident, spoke and acknowledged that he was the one who took the pictures on the property, and that the floor plan she described is incorrect. He also stated that her proposal is only about making money and that they were not trying to intimidate her.

Brenda Whitehead, a resident, spoke. She stated that she has lived in the neighborhood for twenty-six years and that the home is not a fit for that type of business. She is also concerned about her neighborhood becoming a mixed-use neighborhood.

Sharon McFarland, **a resident,** stated that there will not be enough staff and that the proposed home is not suitable for the use. She also shared her experience having a brother who stayed in a personal care home.

Tasha Brown, a resident, stated that the property is currently vacant. She also questioned the vetting process for the residents who will be living there.

With no additional comments from the public, the public hearing was closed.

Chairperson Hubbard made a motion to ***ACCEPT THE WITHDRAWAL*** of the application without prejudice. Vice Chairperson Williams seconded the motion, and it was **ACCEPTED** by unanimous vote. **4-0-0**

VIII. ADJOURNMENT

The meeting was adjourned at 8:17 pm

APPROVED:

_____

CHAIRPERSON Date:

ATTEST:

_____

SECRETARY Date:

APPROVAL PENDING

CITY COUNCIL AGENDA ITEM

SUBJECT: Vendor Recommendation for Generators for City Hall and Browns Mill Recreation Center

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: Cooperative Purchase: Request to Issue a Purchase Order**

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

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

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

Current Council Meeting: Monday, July 28, 2025

SUBMITTED BY: Tanisha Boynton, Procurement Manager and Reginald Powell, Operations Manager

PRESENTER: Tanisha Boynton, Procurement Manager and Reginald Powell, Operations Manager

PURPOSE: Seeking approval to purchase two (2) generators from Energy Systems Southeast, LLC (EESE) through a Cooperative Purchase under Sourcewell Contract No. 092222-GNR.

FACTS: City Hall and Browns Mills Recreation Center are in need of generators to address potential power outages and maintain operations during inclement weather events. The Procurement Department and City Administration is requesting approval to purchase two (2) generators from Energy Systems Southeast, LLC through Sourcewell Contract Number 092222-GNR, Electrical Energy Power Generation Equipment. Through this Cooperative Purchase, the City is receiving a discount on the cost of the generators which includes installation cost. The generator and installation cost for City Hall is $439,400.00. The generator and installation cost for Browns Mills Recreation Center is $176,925.00. The total not to exceed amount for both generators is $616,325.00. The Procurement Department and City Administration is requesting approval to issue a Purchase Orders (PO) for each location. The funding source is fund balance and the

CITY COUNCIL AGENDA ITEM

funds will be allocated to make payment from General Ledger (GL) Account Number's 100-1565-541300 and 100-6210-541300.

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

RECOMMENDED ACTION: Approve Staff is seeking approval to purchase two (2) generators from Energy Systems Southeast, LLC (ESSE) for an not to exceed amount of $616,325.00 through Sourcewell Contract No. 092222-GNR.

ATTACHMENTS:

(1) Attachment 1 - Sourcewell Contract No. 092222-GNR: Solicitation, Evaluation and Award Documents
(2) Attachment 2 - ESSE Quotes for City Hall
(3) Attachment 3 - ESSE Quotes for Browns Mill Recreation Center Generators
(4) Attachment 4 - Click or tap here to enter text.
(5) Attachment 5 - Click or tap here to enter text.

ESSE® | GENERAC® INDUSTRIAL ENERGY

Sourcewell Awarded Contract

Eight-time recipient of the NPI Excellence in Procurement award.

Contract #:092222-GNR, 031121-GNR, 020923-GNR

Buy what you need from a supplier you trust using cooperative purchasing. As a government entity, we provide easy access to competitively awarded contracts through a trusted solicitation process.

Optimize public purchasing with Sourcewell.

- Sourcewell contract 092222-GNR gives access to the following types of goods and services:
  - Diesel generator
  - Gas generator
  - Industrial generator
  - Mobile generator
  - Light tower
  - Home standby generator
  - Transfer switch
  - Portable generator
  - Stationary battery energy storage system
  - Bi-fuel generator
  - Generator
  - Mobile battery energy storage

- Compliant: Sourcewell maintains the transparency and equity required by most government purchasing laws.
- Competitive: Take advantage of not-to-exceed pricing and volume discounts on contracted goods and services, often delivered through local dealers and representatives.
- Convenient: Save time and money by using our procurement process as your own. Agencies can register at no cost or obligation to purchase using Sourcewell ready-to-use contracts.
- Customizable: Tailor additional terms and conditions to meet specific purchasing goals.

For supplier related questions or to request a quote email sales@essellc.com

Quote Date: June 13, 2025
Pricing Expires: July 11, 2025

Quote Number: 21006940

More than power...

Project Reference: ***Stonecrest Community Center – 100kW Generator / 600A ATS Proposal***

We are pleased to offer the following quote for the above project

Quantity 1 - Generac Industrial gaseous 9.0L V-8 engine-driven generator, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 100 kW Rating, wired for 120/208 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- Natural Gas fuel system
- Standard Weather Protective Enclosure, Steel
  - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Non Emergency
- H-100 Control Panel
  - Meets NFPA 99 and 110 requirements
  - 2-wire start controls for any 2-wire transfer switch
- 21 Light Annunciator - Surface
- Remote Emergency Stop Switch, break-glass, shipped loose
- Battery Heating Pad
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- 1 Hour factory load test at reactive (0.8) power factor
- Air Filter Restriction Ind
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Engine Run Relay
- Flex Fuel Line
- Primary MLCB, 80% rated thermal-magnetic
  - 600 Amp
- 5-Year Comprehensive Warranty
- SG0100GG269.0N18HPYYG

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 600 Amp, 3 pole, 120/208 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- Withstand and Close-On Rating - 100kA Specific Breaker
- IO Board - 4 Inputs, 4 Outputs
- UL Listed 1008 by ETL
- NEMA 1 Enclosure
- Service Entrance Rated
- TVSS on Load
- In Phase Only Transfer
- Standard two year basic warranty

- TX301NS0600G3AM

Quantity 1 - Startup :

- Startup by factory authorized technician, per NFPA 110:
  - 90-minute Load Test: Building Load, or other loads that simulate the intended load
  - 120-minute Load Test: 30% at 30 minutes, 50% at 30 minutes, 100% at 60 minutes

Quantity 1 - Freight :

- Freight to job site. Offloading not included. Delivery during standard business hours, M-F, 8am-5pm.

Quantity 1 – Owner Training:

- One Hour of On-Site Training if Scheduled during startup, Additional Cost will be added for return trips

Quantity 1 – Generator & ATS Installation:

- Install 600a SER ATS to left of MDP
- Install Pad and 100kw Generator on the back right of building

Quantity 1 – Gas Installation:

- Description of work to be done:
  - Installing gas system for generator. Trenching and Installing approximately 150' of 2" poly gas piping in ground, 8' of 2" black iron gas piping.
  - Installing 2) 2-243-12 regulators. Customer is responsible for meter upgrade. This estimate includes all labor, materials, permit and equipment.
- ATTN: If in the description of work to be done includes any digging or trenching we will have locates called in for all utilities (power, gas, water, and cable). Any lines that cannot be located by the utility companies such as Sprinkler or Septic lines please notify us if you know their location prior to us beginning to dig. All lines that are not marked will not be our responsibility to repair.

Total Price: $176,925.00
(excludes tax)

Sourcewell:

- **Generac Contract Number: 092222-GNR**
- **Please advise the Purchase Order will always go to Energy Systems Southeast LLC (Not Generac)**

Notes:

- **Generator ETA: 10-14 Weeks**
- **Transfer Switch ETA: 10-14 Weeks**
- Pricing Includes LTL Freight *(adder for dedicated truck)*
- Equipment will ship as it becomes available. Transfer switches and docking stations cannot be stored. Generators can be held by the shipper for 90 days before storage fees will be applied.
- NFPA 110 testing included only; NETA, infrared scanning, leak test, etc. to be performed by others
- If Project Requires an Independent Commissioning, Please advise in advance as startup pricing may differ
- **Quote does not include taxes or extended piping/wiring**

Terms and Conditions:

- Net 30 days, subject to review and approval by our Credit Dept.

- Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment others. No retainage against this order will be permitted unless agreed to ahead of time.
- Warranty is invalid without factory start up.
  - Startup will be done during normal business hours (single trip).
  - Warranty begins on date of final startup.
  - Additional charges will be applied to startups requested on weekends or non-business hours, as well for additional trip(s) post startup. Please note additional charges will also be applied if ESSE is called out to perform startup and the generator is not completely installed per our pre-startup checklist.

Thank you for the opportunity,

Joey Benscoter
Sales Manager – NE Georgia
2805 Amwiler Rd|Atlanta, GA 30360
Mobile: 706-968-7741
joey.benscoter@essellc.com

Acceptance of Quote: Prior to ordering equipment or services, we require this proposal to be signed and returned as a confirmation of the above terms and conditions.

_____ _____

Customer Signature Purchase Order Number

Quote Date: June 13, 2025
Pricing Expires: July 11, 2025

Quote Number: 21006918

More than power...

Project Reference: ***Stonecrest City Hall – 750kW Generator / 1200A ATS Proposal***

We are pleased to offer the following quote for the above project

Quantity 1 - Generac Industrial Diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 18.1L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 750 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- MLCB, 80% rated, LSI Electronic Trip
  - 1200 Amp
- Standard Weather Protective Enclosure, Steel
  - Industrial grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- Power Zone Digital Control Panel for Single or MPS Generators
  - Meets NFPA 99 and 110 requirements
  - 2 and 3-wire start controls for any industrial grade transfer switch
- 21 Light Remote Annunciator Panel, Surface Mount
- Remote Emergency Stop Switch, Break-Glass, shipped loose
- 225 AH, 1155 CCA Group 8D Batteries, with rack, installed
- Coolant Heater, 2500W, 240VAC
- Heavy Duty Air Cleaner
- 120V GFCI and 240V Outlet
- Battery Heating Pad
- Engine Run Relay
- Flex Fuel Line, shipped loose
- Industrial Connectivity Gateway Device
- Oil Temp Sender
- Std set of 3 Manuals
- 5-Year Comprehensive Warranty
- SD0750KG22181D18PPYY2
- Sub-base Tank, 3579 gallons
  - 72hr run time

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 1200 Amp, 4 pole, 277/480 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
- 3 Owner's Manuals
- 4 Sets of Form C Aux Cont
- (4) 4/0-500 MCM CB Lugs
- Withstand and Close-On Rating - 100kA Specific Breaker
- Enclosure Heater
- IO Board - 4 Inputs, 4 Outputs
- UL Listed 1008 by ETL
- Steel Controller Door
- NEMA 3R Enclosure

- Service Entrance Rated
- TVSS on Load
- In Phase Only Transfer
- Standard two year basic warranty
- TX301NS1200K4CM

Quantity 1 – Generator and ATS Installation

- **Install a 750kW diesel genset and 1200 Amp 480V service entrance rated ATS.**
- Cut up asphalt, taking up approximately 3 parking spots.
- Trenching for generator and service feeders
- Install service feeders from existing transformer to new ATS location
- Install underground quazite box to intercept feeders to building
- Frame and pour pad 6'x28'x12" for generator
- Frame and pour pad for 1200A ATS
- Set new ATS
- Set generator
- During the cut-over we will have portable generator to power site while we perform cut-over (Approximately 3
- days)
- Perform all terminations to ready for start-up

Quantity 1 - Startup :

- Startup by factory authorized technician, per NFPA 110:
  - 90-minute Load Test: Building Load, or other loads that simulate the intended load
  - 120-minute Load Test: 30% at 30 minutes, 50% at 30 minutes, 100% at 60 minutes

Quantity 1 - Freight :

- Freight to job site. Offloading not included. Delivery during standard business hours, M-F, 8am-5pm.

Total Price: $439,400.00
(excludes tax)

Sourcewell:

- **Generac Contract Number: 092222-GNR**
- **Please advise the Purchase Order will always go to Energy Systems Southeast LLC (Not Generac)**

Notes:

- **Generator ETA: 18-22 Weeks**
- **Transfer Switch ETA: 12-16 Weeks**
- Pricing Includes LTL Freight *(adder for dedicated truck)*
- Equipment will ship as it becomes available. Transfer switches and docking stations cannot be stored. Generators can be held by the shipper for 90 days before storage fees will be applied.
- NFPA 110 testing included only; NETA, infrared scanning, leak test, etc. to be performed by others
- **Quote does not include taxes, fuel or extended piping/wiring**

Terms and Conditions:

- Net 30 days, subject to review and approval by our Credit Dept.
- Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time.
- Warranty is invalid without factory start up.

- Startup will be done during normal business hours (single trip).
- Warranty begins on date of final startup.
- Additional charges will be applied to startups requested on weekends or non-business hours, as well for additional trip(s) post startup. Please note additional charges will also be applied if ESSE is called out to perform startup and the generator is not completely installed per our pre-startup checklist.

Thank you for the opportunity,

Joey Benscoter
Sales Manager – NE Georgia
2805 Amwiler Rd|Atlanta, GA 30360
Mobile: 706-968-7741
joey.benscoter@essellc.com

Acceptance of Quote: Prior to ordering equipment or services, we require this proposal to be signed and returned as a confirmation of the above terms and conditions.

_____ _____

Customer Signature Purchase Order Number

CITY COUNCIL AGENDA ITEM

SUBJECT: Vendor Recommendation for RFP-0003-25 Zoning Ordinance and Overlay District Rewrite Consultant Services

AGENDA SECTION: (*check all that apply*)

☐ **PRESENTATION** ☐ **PUBLIC HEARING** ☐ **CONSENT AGENDA** ☐ **OLD BUSINESS**

☒ **NEW BUSINESS** ☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

CATEGORY: (*check all that apply*)

☐ **ORDINANCE** ☐ **RESOLUTION** ☒ **CONTRACT** ☐ **POLICY** ☐ **STATUS REPORT**

☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

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

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

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

Current Council Meeting: Monday, July 28, 2025

SUBMITTED BY: Tanisha Boynton, Procurement Official and Shawanna Qawiy, Division Director, Community Development

PRESENTER: Tanisha Boynton, Procurement Manager and Shawanna Qawiy, Division Director, Community Development

PURPOSE: Seeking approval to award RFP-0003-25, Zoning Ordinance and Overlay District Rewrite Consultant Sevices to Inspire Placemanking Collective, Inc..

FACTS: Solicitation: On April 18, 2025, the City issued Request for Proposals (RFP) RFP-0003-25, Zoning Ordinance and Overlay District Rewrite Consultant Services. This is a vendor recommendation for RFP-0003-25 for consultant work for Zoning Ordiance and Overlay District Update. This work encompasses an activity from the Stonecrest 2038 Comprehensive Plan 5-Year Update, Community Work Plan G1: Invest in Stonecrest City Center and G1-3: Update Stonecrest's Zoning and Overlay District and ordinances to reflect desired density, intensity, and use for parcels citywide. The solicitation was advertised on Bidnet and the City's website. The RFP was broadcast to one thousand three hundred and sixty-nine (1,368) companies with proposals due May 13, 2025. In addition to submitting proposals, proposers were

CITY COUNCIL AGENDA ITEM

also required to submit price proposals. **Submittals:** A total of three (3) proposals were received in response to this solicitation. **Proposers:** 1. Inspire Placemaking Collective, Inc., 2. Sizemore Group, LLC, 3. SLV Enterprises, LLC. The Procurement Department conducted an internal review of each proposal and deemed all three (3) proposals responsive to the solicitation and its requirements. **Evaluation Committee:** The Evaluation Committee members were Lakeisha Gaines, Director of Finance, Reginald Powell, Operations Manager, and Shawanna Qawiy, Division Director, Community Development. **Evaluation Process:** The proposals were evaluated in Bidnet. **Evaluation Criteria:** Profile of Firm/Individual (25 possible max. points), Qualifications and experience of Firm/Team/Individual (25 possible max. points), Approach (35 possible max. points), References (5 points), and Price Proposal (Fees) (10 possible max. points) with the potential of 100 points. The solicitation required proposers to receive a minimum of seventy (70) points or higher for their average proposal score to be considered responsible to the solicitation and its requirements. Proposers receiving fewer than seventy (70) points for their average proposal score price proposals were not opened and were not eligible to not move forward in the evaluation process. Inspire Placemaking Collective, Inc. received 74.67 points, Sizemore Group, LLC received 80.00 points, and SLV Enterprises, LLC received 68.67 points. The price proposal submitted by SLV Enterprises, LLC, was not reviewed as they did not receive the minimum seventy (70) points for their proposal. Upon completion of the evaluation process, Inspire Placemaking Collective, Inc. received 84.67 points and Sizemore Group, LLC received 84.31 points. Inspire Placemaking Collective, Inc. was selected as the Number One (1) ranked firm. **Recommendation:** Based on the foregoing, it is recommended that the City Council approve and authorize the Mayor and City Clerk to execute a contract with Inspire Placemaking Collective, Inc. for a not to exceed amount of $148,105.00 for Zoning Ordinance and Overlay District Rewrite Consultant Services. Community Development Department is requesting authorization to issue Purchase Orders for each task to be performed by the Firm. The Director of Finance and City Manager is seeking authorization to make payment from GL 100-741-521200 - Professional Services.

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

RECOMMENDED ACTION: Approve Staff recommends approval of a contract with Inspire Placemaking Collective, Inc. for Zoning Ordinance and Overlay District Rewrite Consultant Services for a not to exceed amount of $148,105.00.

ATTACHMENTS:

(1) Attachment 1 - RFP-0003-25, Zoning Ordinance and Overlay District Rewrite Consultant Services Solicitation Package (Final) and Broadcast Information
(2) Attachment 2 - Proposals Submittal Sheet & Procurement Department Internal Vetting Form
(3) Attachment 3 - Inspire Placemaking Collective, Inc. Proposal and Price Proposal Submittal
(4) Attachment 4 - RFP-0003-25 – Evaluation Committee Ranking and Final Selection Scores
(5) Attachment 5 - Professional Services Agreement – Inspire Placemaking Collective, Inc.

CITY OF STONECREST

REQUEST FOR PROPOSALS (RFP)

RFP NO. 0003-25

Zoning Ordinance & Overlay District Rewrite Consultant Services

SOLICITATION ISSUE DATE: Tuesday, April 1, 2025

PROPOSAL DUE DATE: Tuesday, May 13, 2025 BY 3:00 PM EST

BIDNET WILL NOT ACCEPT LATE SUBMITTALS

"Electronic" Submittals Must be uploaded to "Bidnet"
https://Bidnetdirect.com/georgia/cityofstonecrest

(Paper, Faxed, E-mail, Mail Submittals Will Not Be Accepted)

ISSUED BY:
City of Stonecrest
Procurement Department
3120 Stonecrest Boulevard
Stonecrest, Ga. 30038

TABLE OF CONTENT

TITLE		PAGE NO.
I.	OBJECTIVE	2
II.	CITY BACKGROUND INFORMATION	2
III.	SCOPE OF SERVICES	3
IV.	PROCUREMENT SCHEDULE	5
V.	PROCUREMENT PROCESS	6
VI.	GENERAL INFORMATION	6
VII.	CERTIFICATE OF INSURANCE REQUIREMENTS	8
VIII.	GENERAL TERMS AND CONDITIONS	11
IX.	SUBMITTAL INSTRUCTIONS AND REQUIREMENTS	12
X.	PROPOSAL FORMAT AND CONTENT REQUIREMENTS	26
XI.	REQUIRED FORMS	28
XII.	EVALUATION AND SELECTION PROCESS	28
XIII.	EVALUATION CRITERIA	31

ADDITIONAL ATTACHMENTS AND REQUIRED FORMS:

ATTACHMENT "A" – PROPOSER'S REQUIRED FORMS:

1. PROPOSER CHECKLIST
2. PROPOSER'S CERTIFICATION
3. STATEMENT OF QUALIFICATIONS
4. AUTHORIZED SIGNATORIES
5. PURCHASING POLICY ADDENDUM
6. CONFLICT OF INTEREST DISCLOSURE
7. AFFIDAVIT VERIFICATION STATUS FOR CITY PUBLIC BENEFIT APPLICATION
8. DRUG-FREE WORKPLACE
9. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT "E-VERIFY"
10. SUBSERVICE PROVIDER AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(3)
11. INDEMNIFICATION CLAUSE
12. NON-COLLUSION STATEMENT
13. VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
14. REFERENCES

ATTACHMENT "B" – PRICE PROPOSAL FORM

ATTACHMENT "C" – PROFESSIONAL SERVICE AGREEMENT ***SAMPLE***

I. OBJECTIVE

The City of Stonecrest (City) invites qualified firms/Individuals to submit proposals to provide zoning ordinance and overlay district rewrite consultant services in accordance with the terms, conditions, and scope of services in this Request for Proposal (RFP). Proposals will only be considered from proposers that normally engage in providing the type of services specified herein.

The City of Stonecrest is dedicated to continuing to provide the most exceptional municipal services to all its customers to continue improving the quality of life and public safety of all Stonecrest residents, businesses, and visitors. The City is looking for firms who share that similar dedication and will help the City achieve its goals.

II. CITY BACKGROUND INFORMATION

Background: A Vibrant Mosaic in the Heart of Georgia nestled in the southeastern corner of DeKalb County, Georgia, lies the young city of Stonecrest. Incorporated in 2017, Stonecrest boasts a vibrant tapestry woven from its diverse community, burgeoning development, and natural beauty. The population as of July 2023 is 60,677, an increase from the April 2020 census of 59,194. Here's a glimpse into what makes this city unique.

Culture: Stonecrest is a melting pot of ethnicities and backgrounds, reflecting the rich diversity of Georgia. Residents of African American, Hispanic, Asian, and Caucasian descent come together, creating a dynamic and inclusive community. This cultural richness is evident in the city's festivals, restaurants, and houses of worship, offering a taste of the world within its borders.

Development: Stonecrest is a city on the move, witnessing rapid growth and development. Modern office buildings, retail centers, and residential communities are springing up, transforming the landscape. The Stonecrest Mall, a major shopping hub, attracts visitors from across the region. This economic boom promises exciting opportunities for residents and businesses alike.

Natural Beauty: While Stonecrest embraces urban development, it doesn't neglect its natural side. Lush green spaces like the Arabia Mountain Nature Preserve offer hiking trails, stunning vistas, and a chance to connect with nature. The city also boasts several parks and playgrounds, providing recreational havens for families and residents of all ages.

Community: Stonecrest is a city that celebrates its people. Numerous community events and festivals throughout the year bring residents together, fostering a strong sense of belonging. Whether it's the annual Juneteenth celebration, the vibrant farmers' markets, or the lively concerts at the amphitheater, Stonecrest residents come together to create lasting memories.

Despite its young age, Stonecrest has carved its own identity and continues to evolve. With its commitment to diversity, economic growth, and community engagement, Stonecrest promises a bright future. It's a city where residents can pursue their dreams, families can thrive, and visitors can discover a hidden gem in the heart of Georgia.

The existing code can be accessed on the City's web site at;
https://library.municode.com/ga/stonecrest/codes/code_of_ordinances

III. SCOPE OF SERVICES

1. Introduction:
The Consultant will assist City staff with the rewriting of the current Zoning Code of Ordinances and Overlay Districts for the City of Stonecrest, community engagements and presenting recommendations before the public and City Council. The Consultant will work with staff in ensuring the zoning code of ordinances and overlays are consistent and concise in form and based on State, Federal, Local regulations and City standards. Changes to the current ordinances and overlays are necessary to provide for a more conventional zoning standard in newer, largely built out areas, and implement standards that support walkable, mixed-use neighborhoods in the current and yet-to-be developed areas of the City and established neighborhoods.

2. Scope of Services:
The final work product will be developed in conjunction with City staff but the scope of work should include the following:

1. Task 1: Diagnosis of existing Code of Ordinance and Overlay Districts:
    1. The Consultant will work closely with City staff in producing a diagnosis of the existing Code of Ordinances and all overlay districts.

    2. The Consultant will review for consistency between established zoning districts, regulations and existing conditions. The reviews will include but are not limited to the Stonecrest 2038 Comprehensive Plan, LCI Studies and any other related plans.

    3. The Consultant will review and identify Plan Goals, Objectives and Recommendations to ensure the new Code of Ordinances and Overlays will be consistent and cohesive with planning documents.

    4. The Consultant shall identify any issues that need further review and provide an outline for needed meetings that will establish content and regulations and any amendments.

    5. The Consultant will review and make recommendations on all specific zoning districts and review all procedures and make recommendations on best practices to be incorporated for all boards and council. This should include the most efficient timeline while ensuring each board and council, as well as the public having adequate time to review and make informed decisions on proposals.

3. Task 2: Review of the Development Regulations:
The Consultant will review, update the current overlay districts and will create new districts that will reflect the internal process of the City.

4. Task 3: Review of the Overlay Districts:
The Consultant will review and update the overlay districts that will reflect the internal process of the City.

5. Task 4: Zoning Map:
The Consultant will update the zoning map to match new districts, amendments, overlay districts and other changes.

6. Task 5: Review of the Fee Structure:
   The Consultant will review the current fee structure for development and permitting fees. The review will include but is not limited to recommendations for fees related to trades, building permits, engineering review fees, inspection and construction mitigations fees.

7. Task 6: Community Engagement/Public Outreach:
   The Consultant will develop a detailed public engagement outreach/participation plan designed to inform community stakeholders and the general public on the benefits of re-writing the zoning ordinance, as well as conducting regular meetings and web/social media interaction throughout the process. The Consultant will conduct five (5) stakeholder interviews. These may be conducted by conference calls or virtual meetings with the stakeholder groups.

8. Task 7: Evaluation of Existing Neighborhoods, Corridors and Districts:
   The City of Stonecrest contains many unique areas that will warrant context-sensitive regulations. Staff will work with the consultant to identify these and new areas.

9. Task 8: Drafting the Document:
   The Consultant will prepare three (3) drafts of the zoning ordinance with overlays, including graphics, for review by staff and the stakeholder committee(s), culminating in a final version to be acted upon by the Planning and Zoning Commission and the City Council.

10. Task 9: Executive Summary Report:
    The Consultant will prepare executive summaries describing recommendations and a supporting document describing the process, meeting attendance, and stakeholder interviews.

11. Task 10: Presentations:
    Minimum Five (5). At least one of the five presentations shall include an informal, interactive session.

12. Task 11: Integration of the New Ordinance into User-Friendly Formats:
    The consultant will work with City staff as well as its information technology vendors to make the newly written ordinance accessible and interactive with the public.

13. Task 12: Staff Training:
    The Consultant shall provide resources to assist City staff with implementation of the new code through a 'start-up' period not to exceed three (3) months.

14. Task 13: Legal Review:
    Provide a legal opinion on the enforceability of the zoning ordinance.

15. Task 14: Deliverables:
    Digital copy of all documents, including 15 copies of the final report and zoning ordinance which includes the amended maps.

IV. PROCUREMENT SCHEDULE

The City and Proposers shall adhere to the procurement schedule in all actions concerning this RFP. Estimated dates and times are listed below. Bidnet (www.Bidnetdirect.com/georgia/cityofstonecrest) and the City of Stonecrest Procurement Departments website will be used for notices at https://www.stonecrestga.gov/199/Procurement.

Changes to Procurement Schedule and deadlines: The City may delay or advance schedule due dates, or other procurement schedule dates contained in the RFP, if it is to the advantage of the City to do so. The City will notify Proposers of all changes via the Bidnet (www.Bidnetdirect.com/georgia/cityofstonecrest).

The anticipated schedule and deadlines for this RFP and contract award approval are projected as follows.

- April 1, 2025 through May 13, 2025 **Advertisement Period**
- April 18, 2025 **Deadline for Questions by 5:00 pm**
- May 13, 2025 **Proposal & Price Proposal Due Date and Time by 3:00 pm**
  Electronic Request for Proposal responses shall be submitted via Bidnet (www.Bidnetdirect.com/georgia/cityofstonecrest). in PDF searchable format, in response to this RFP**.**

  Proposals will be opened "Electronically" via Bidnet platform **(www.Bidnetdirect.com/georgia/cityofstonecrest).**at the date and time indicated above. This meeting will be conducted virtually via "Microsoft Teams" Platform and in person at City Hall, 3120 Stonecrest, Georgia 30038, **Lithonia Conference Room**. Proposer's may attend this meeting in person, real time on a computer, laptop, cell phone or any other device with Wi-Fi access. Only the names of Proposer's will be publicly read.

  GET THE APP NOW AND BE READY BEFORE THE MEETING STARTS: https://www.microsoft.com/en-us/microsoft-teams/downloadapp

  Microsoft Teams meeting
  Meeting ID: 215 420 137 527
  Passcode: qX6KH6T3

  Information on bid results and solicitations currently out to bid can be obtained on the City website: https://www.stonecrestga.gov/199/Procurement

- TBD (May 2025) – Evaluation of Proposal's received.
- TBD (May 2025) – Oral Presentations (if needed)
- TBD (June 2025) – Recommendation to Award (City Council)

TRANSACTION FEES: The City of Stonecrest uses Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**) to distribute solicitations. There is no charge to firm to register and participate in the solicitation process, nor will any fees be charged to the awarded firm.

V. PROCUREMENT PROCESS

Phase 1 – **Request for Proposals (RFP):** Proposer's will submit a Proposal in accordance with Section IX – Submittal Instructions and Requirements for Responses and Section XIII – Evaluation Criteria.

- **Responsiveness** In order to be considered responsive to the solicitation, the RFP response shall fully conform in all material respects to this solicitation and all of its requirements, including all form and substance.

- **Responsibility** In order to be considered as a responsible Proposer, Proposers shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

Phase 2 - Oral Presentations: If applicable, Proposers that are short-listed may be invited to participate in Oral Presentations.

Phase 3 – Negotiations: If needed, the City negotiates a contract with the top ranked firm, at a rate of compensation that the City deems fair, competitive, and reasonable. The firm and the City will hold detailed discussions to establish a clear audit scope and the exact services the firm will provide. If an agreement cannot be reached with the first firm, the City will begin negotiations with the second highest ranking firm and so on until an agreement is reached or negotiations are terminated.

Phase 4 – **Final Selection**: City Council.
The following information and instructions are given for the purpose of guiding proposers in properly preparing their response and are standard for Request for Proposal (RFP) solicitations as issued by the City. The City may delete, modify, and supersede any of these standard instructions for a particular contract or in the line item. It is the Proposer's sole responsibility to become familiar with the scope of work, City requirements, and systems prior to submitting a proposal.

VI. GENERAL INFORMATION

For information concerning procedures, clarification, and technical assistance pertaining to this solicitation, contact the Procurement staff identified in the solicitation.

City of Stonecrest, Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Boulevard, Suite 190
Stonecrest, Ga. 30038
Email:Tboynton@stonecrestga.gov

After thoroughly reading this Request for Proposals (RFP) and attachments, any Proposer in doubt as to the true meaning of any part of the RFP or related documents may submit in writing Via Bidnet under "Message – Opportunity Q&A" at (**https://Bidnetdirect.com/georgia/cityofstonecrest**). Please follow the instructions provided in Bidnet. The deadline to submit non-administrative questions is ***Friday, April 18, 2025 by 5:00 pm***. Answers to questions received will be responded via Bidnet and/or an Addendum posted on Bidnet.

- **AUTHORIZED SIGNATORIES:** All associated forms must be signed by one duly authorized to do so. The individual submitting shall be authorized to sign (electronically accept) this solicitation response on the behalf of the Proposer as indicated in the Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on the behalf of the Proposer. No Request for Proposals will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.

- **ACCEPTANCE OF REQUEST FOR PROPOSALS / MINOR IRREGULARITIES:** The City reserves the right to accept or reject any and all Request for Proposals, part of the Request for Proposals and waive minor irregularities or variances to specifications contained in the Request for Proposals, which do not make the Request for Proposals conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a Proposer an advantage or benefit not enjoyed by other Proposers, does not adversely impact the interests of other Service Providers or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposals. The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

- **CHANGES AND ALTERATIONS;** Proposer may change or withdraw a Request for Proposals at any time prior to the Request for Proposals submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Request for Proposals deadline.

- **MATERIAL MODIFICATIONS / ALTERATIONS:** Material modification and/or alterations to the verbiage or documents herein made by the Proposer's is expressly prohibited and is not enforceable. Modifications and/or alterations may render the Request for Proposals submission void and bar the Proposer from consideration in connection with this solicitation.

VII. CERTIFICATE OF INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS:
The successful Proposer or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (**Proof of insurability must be submitted with bid submittal**).

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence
- $2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- $1,000,000 per occurrence for Property Damage
- $1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Service Providers.

Professional Liability Insurance (Errors and Omissions):
Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each occurrence, and $2,000,000 annual aggregate.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If the Service Provider does not own vehicles, the Service Provider shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9, as amended. Any Service Provider performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than $100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

The Service Provider and its insurance carrier waives all subrogation rights against the City, a Georgia Municipal Corporation, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with proper designated code associated with "Waiver of our Right to Recover" from others or equivalent in accordance with Official Code of Georgia (O.C.G.A) Annotated §34-9-9-8 and 34-9-11.1.

Service Provider must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Service Provider who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Service Provider's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Service Provider has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Service Provider. The Service Provider is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all Service Providers including but not limited to the construction industry.

Insurance Certificate Requirements

a. The Service Provider shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.
b. The Service Provider shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Service Provider to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Service Provider shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.
e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
f. The City shall be named as an *Additional Insured on all liability policies*, with the exception of Workers' Compensation.
g. The City shall be granted a Waiver of Subrogation on the Service Provider's Workers' Compensation insurance policy.
h. The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:
City of Stonecrest
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

The Service Provider has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Service Provider's expense.

If the Service Provider's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Service Provider may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Service Provider's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Georgia, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Service Provider's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Service Provider that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract. All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Service Provider must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Firm's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Firm's insurance company and the Procurement Department as soon as practical.

It is the Service Provider's responsibility to ensure that all independent and subcontractor comply with these insurance requirements. All coverages for Service Provider and subcontractor shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Firm.

NOTE: SOLICITATION NUMBER AND PROJECT DESCRIPTION MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF STONECREST MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the bid response to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

Misrepresentation of any material fact, whether intentional or not, regarding the Service Provider's insurance coverage, policies or capabilities may be grounds for rejection of the bid response and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each bid. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

City of Stonecrest
Attn: Procurement Department
120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Email: Procurement@stonecrestga.gov

VIII. GENRAL TERMS AND CONDITIONS

The following instructions, general terms and conditions are given for the purpose of guiding Proposer's in properly preparing their proposal. These directions have equal force and weight with the scope of services and strict compliance is required with all of these provisions.

1. **ADDENDUMS AND INTERPRETATIONS:** The City reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If a "must: addendum is issued, Proposer must follow the instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential Proposer to monitor the solicitation for any changing information, prior to submitting their proposal.

   No interpretations of the meaning of the plans, specifications, scope of work, scope of services or other contract documents will be made orally to any Proposer. Proposers must request such interpretation in writing as instructed in the RFP solicitation package. To be considered, such request must be received by the Questions and Answers deadline as indicated on *Page RFP-5* of this solicitation package and on Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**). Questions received after this time will not be answered.

2. **ASSIGNMENT, SUBCONTRACT:** Proposer shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Procurement Official. Any award issued pursuant to this solicitation and the monies, which may become due hereunder, are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Procurement Official.

3. **AWARD OF CONTRACT:** A Contract may be awarded by the City Council. The City Council reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests.

   The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until Proposal are reviewed, accepted by appointed staff, the best Proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties.

   This solicitation and Proposer's Proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, Proposer response. Any and all legal actions necessary to enforce the award will be held in Dekalb County and the contractual obligations will be interpreted according to the laws of Georgia.

4. **CITY RESERVED RIGHTS:** In connection with this solicitation, the City reserves all rights (which rights shall be exercisable by the City at its sole discretion) available to it under applicable law, including without limitation, with or without cause, and with or without notice, the right to:
   a) Cancel this RFP and may re-solicit and re-advertise the RFP.
   b) Reject any non-responsive proposal.
   c) Waive non-material technical variances or minor irregularities in the proposal(s).
   d) Reject any and all proposals in whole or part, at any time prior to the execution of an Agreement, without incurring any cost obligations or liabilities, for good cause when it is in the best interests of the City.

e) Proceed with the project in any manner that the City, at its sole discretion, deems necessary. If the City is unable to agree with the highest ranked Proposer or does not negotiate and execute satisfactory Agreement with the highest ranked Proposer, the City may negotiate with the next highest ranked Proposer, terminate this procurement and pursue other development or solicitations relating to the project, or exercise such other rights under the provisions of State law as it deems appropriate.
f) Select the Proposal or portions thereof and the Proposer(s) that are determined to be in the best interests of the City.
g) Postpone selection.
h) Issue addenda, supplements and modifications to this RFP or any subsequent RFP.
i) Seek or obtain data and/or information from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
j) Request clarification from the Proposer(s) during the evaluation phases.
k) Exercise any other rights reserved or afforded by the City under this RFP or subsequent RFP and applicable law, including waiving deficiencies in a Proposal or accept and review a non-conforming Proposal; provided that, such deficiency or non-conformance is not material in nature. The City assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP, or any subsequent RFP. All such costs shall be borne solely by each Proposer.
l) Obtain best and final offers from each Proposers after submission and prior to award.

In no event shall the City be bound by, or liable for, any obligations with respect to the contemplated Agreements until such time (if at all) as the Agreements, in form and substance satisfactory to the City, have been executed by the City and have become effective, and then, only to the extent set forth in the Agreements. The City may exercise any of the foregoing at any time without notice to any party and without liability to any responding Proposer or to any other party for its costs or expenses incurred in connection with this RFP or otherwise. Submittals and responses to this RFP will be prepared at the sole cost and expense of the Proposer. Submittals and other materials submitted will not be returned.

5. **CODE REQUIREMENTS:** The Proposer and his or her subcontractors on this project must be familiar with all applicable Federal, State, City, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this solicitation.

6. **CONE OF SILENCE:** In accordance with the State of Georgia Purchasing Act, the City prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between any person's representative seeking award from such competitive solicitation; and any City Council person or legislative staff, or any City employee authorized to act on behalf of the City Council to award a contract under this Bid.

   The Cone of Silence shall be in effect as of the date the solicitation has been released and advertised, bids or other response to this competitive solicitation and shall remain in effect and subject to the terms of this section for any person or person's representative.

The provisions of this division shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the City Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any employee and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, City Council, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the City Council, awards or approves a contract, rejects all bids or responses or otherwise take action which ends the solicitation process.

Any Contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

7. **CONFLICT OF INTEREST:** All Proposer's MUST disclose with their Proposal the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Proposer's must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its subsidiaries.

8. **CONFIDENTIAL, PROPRIETARY OR TRADE SECRET:** "If a supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the supplier must clearly redact in a separate redacted copy each such submission or portions of the submission considered to be excluded from disclosure and specify the statutory exemption justifying such exclusion, i.e., code section Official Code of Georgia Annotated (OCGA) § 50-18-72(20)(A) 'Records that reveal ...'

   "Wholesale designation of a response or substantial parts of a response as 'confidential' will not be accepted by the City. If only portions of a page are subject to some disclosure, the supplier should not redact the entire page. **Please note: Even though information, financial or other, submitted by a supplier may be marked as 'confidential or 'proprietary,' the City will make its own determination regarding which information may or may not be withheld, redacted, from disclosure."**

9. **CONTINGENCY FEES:** By submission of this solicitation response, Proposer certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Proposer to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Proposer.

10. **CONTRACT COORDINATOR:** The City may designate a Contract Administrator whose principal duties shall be:
    - Liaison with Proposer.
    - Coordinate and approve all work under the contract.
    - Resolve any disputes.
    - Assure consistency and quality of Proposer's performance.
    - Schedule and conduct Proposer performance evaluations and document findings.

- Review and approve for payment all invoices for work performed or items delivered.

11. CONTRACT PERIOD: The period of service shall commence upon execution of the Contract and continue for a period of six (6) months, unless otherwise terminated as provided in the resulting Contract. At the option of the City, the Contract may be renewed for an additional one (1) year period.

12. DEBARRED OR SUSPENDED: The Proposer(s) certifies, by submitting of a Proposal in response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any state, local, or federal department or agency.

In accordance with Georgia State Financing and Investment Commission (GSFIC), as amended, "A contractor that has been declared in default or a contractor that is owned or controlled by the same person(s), firm(s), or corporations(s) or is a parent, subsidiary, branch, or affiliate of a contractor that has been declared in default, shall not be eligible for award of an additional contract until the default has been cured. Contracts provide that a Contractor that fails to meet the Final Completion Date is ineligible for award of contract under certain circumstances. Entities listed as "Ineligible" on the Debarred, Suspended or Ineligible Entities List include those entities that are currently in default under the terms of a contract with GSFIC and those entities that are ineligible pursuant to a contract provision or agreement. This also applies to Contractor's debarred and/or suspended by the City.

13. DRUG-FREE WORKPLACE: Preference shall be given to a business with Drug-Free Work Place (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the City for the procurement of professional services, a Proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

14. DUN & BRADSTREET REPORT REQUIREMENT: The City may review the Proposer(s) rating and payment performance to assist in determining a Proposer's responsibility when being evaluated for a contract award.

15. EQUAL EMPLOYMENT OPPORTUNITY: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.

The Contractor selected to perform work on a City project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by *U.S. Department of Transportation funds* shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract and may result in the termination of this

contract or such other remedy as the deems appropriate.

16. **GOVERNMENTAL RESTRICTION:** In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered in this RFP prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or to cancel the contract at no expense to the City.

17. **SERVICE PROVIDER RELATIONSHIP:** The successful Proposer is, and shall be, in the performance of all work, services, and activities under this Contract, a Service Provider and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the successful Proposer's sole direction, supervision, and control. The successful Proposer shall exercise control over the means and manner in which it and its employees perform the work and, in all respects, the successful Proposer's relationship, and the relationship of its employees, to the City shall be that of a Service Provider and not as employees or agents of the City.

18. **INDEMNIFICATION:** Service Provider shall indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Service Provider in the performance of the contract.

    In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

    The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.

    No recourse under or upon any obligation, covenant or Contract contained in this Contract, or any other Contract or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every

nature, whether at common law or in equity, or by statue or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

No provisions of this Section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

19. **INCONSISTENCIES:** Any seeming inconsistency between different provisions of the plans, specifications, RFP or contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the date and time set for opening Proposal responses See page *RFP-4* of this solicitation package. After Proposal(s) are opened, the Proposer's shall abide by the decision of the City as to such interpretation.

20. **INSURANCE:** Proposer(s) shall provide and shall require all of its subcontractors to provide, pay for, and maintain in force at all times during the term of the Contract, such insurance, including Commercial General Liability Insurance, Professional Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated on Page *RFP-8*. Such policy or policies shall be issued by companies authorized to do business in the State of Georgia and having agents upon whom service of process may be made in the State of Georgia.

21. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Superior Court in Dekalb County. The City of Stonecrest, Georgia, the venue situs, and shall be governed by the laws of the State of Georgia. By entering into this contract, Service Provider and hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in a lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

22. **LEGAL REQUIREMENTS:** Proposers are required to comply with all provisions of Federal, State, County, local laws, RFP and ordinances, rules and regulations and any City rules, that are applicable to the items being solicited. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

23. **LOBBYING ACTIVITIES:** ALL PROPOSER'S PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, with the State Purchasing Act and Official Code of Georgia Annotated (O.C.G.A.) Section 50-5-50 et seq) and State of Georgia Lobbying Rule 111-1-2 and applicable rules, policies and laws GA R&R - GAC - Subject 111-1-2 VENDOR RELATIONSHIPS.

24. **LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:** All Contractor(s) maintaining a business address within Dekalb County and City of Stonecrest must have a current Dekalb County and City Local Business Tax Receipt issued by the Dekalb County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your company's/firm's Local Business Tax Receipt, contact the Dekalb County Tax Commissioner Office at (404) 371-2000 and City of Stonecrest at (770) 224-0200.

25. **MISTAKES:** The Proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

26. **NON-COLLUSION STATEMENT:** By signing its Proposal, the Proposer certifies that its proposal is made independently and free from collusion. Proposer shall complete and submit the Non-Collusion Affidavit Form located in **Attachment "A" – Proposer's Required Forms**, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Proposer.

    Failure of a Proposer to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

    Proposer, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia Corporations Division.

27. **NOTICE:** Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the City designates:

    Procurement Official, Procurement Department
    3120 Stonecrest Blvd., Suite 190
    Stonecrest, Ga. 30038

Proposer shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

28. OPEN RECORDS ACT:

The Contractor shall comply with Georgia's Public Records Act, O.G.C.A. Code § 50-18-70 et seq. and City's Public Records Request Policy, by agreeing to:

GEORGIA PUBLIC RECORDS ACT:

(a) "After final contract award has been made or after a bid has been cancelled following evaluation without intent to rebid, requests for access to supplier proposals and communications shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to the Official Code of Georgia Annotated (OCGA) § 50-18-70 et seq., GTA shall make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.

(b) Requires the administrative review document, which records every bid or proposal conforming to the terms of the advertisement, to be available for public inspection, upon request, within one business day of the City's posting of the Notice of Intent to Award (or the Notice of Award in the event the City does not issue the Notice of Intent to Award).

CITY PUBLIC RECORDS AND REQUESTS:

(a) Keep and maintain all public records that ordinarily and necessarily would be required by City to keep and maintain in order to perform the services under this Contract.

(b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in accordance with O.G.C.A, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATIONS OF O.G.C.A. Code § 50-18-70 AND CITY'S PUBLIC RECORDS REQUEST POLICY AND PROCESSES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS 3120 STONECREST BLVD., STONECREST, GA. 30038, BY EMAIL AT CITYCLERK@STONECRESTGA.GOV, OR BY TELEPHONE (770) 224-0200.

29. PAYMENT: Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Georgia Prompt Payment Act, O.C.G.A §§13-11-1 to 13-11-11. All applications for payment shall be submitted to the address indicated in the purchase order. The City will pay the Contractor after receipt, acceptance, and a proper invoice is received. ***Invoices must bear the Purchase Order Number***.

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City.

30. PROPOSER'S COSTS: The City shall not be liable for any costs incurred by Proposer's in responding to this RFP. All expenses involved with the preparation and submission of Proposal, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

31. PROPOSER PERFORMANCE REVIEWS AND RATINGS: The City Contract Administrator may develop a Proposer's performance evaluation report. This report shall be used to periodically review and rate the Proposer's performance under the contract with performance rating as follows:

- Excellent - Far exceeds requirements.
- Good - Exceeds requirements
- Fair - Just meets requirements.
- Poor - Does not meet all requirements and Proposer is subject to penalty provisions under the contact.
- Non-Compliance - Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.

This rating makes the Proposer subject to the default or cancellation for cause provisions of the contract. The report shall also list all discrepancies found during the review period. The Proposer shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Proposers performance reviews and subsequent reports will be used in determining the suitability of contract extension.

32. PROTEST PROCEDURES: In accordance with the City's Purchasing Policy, if a Contractor intends to protest a solicitation or proposed award of a contract the following apply:

- *Right to protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the formal solicitation or award of a contract may protest to the City. Protestors shall seek resolution of their complaints initially with the Procurement Official. A protest with respect to a formal solicitation shall be submitted in writing prior to the opening of bids or the closing date of submittals, unless the aggrieved person did not know and could not have been reasonably expected to know of the facts giving rise to such protest prior to bid opening or the closing date for proposals/responses.

1. *Timeliness.*
   a. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal.

   b. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten business days after the award of the contract.

   c. Untimely protests are invalid and shall be denied as such.

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

   b. Appropriate identification of the subject solicitation or award;

   c. Detailed statement of the legal and factual grounds of the protest;

   d. Documentation supporting the protest and/or allegations;

   e. Statement of the specific relief requested; and

   f. Signed by an officer or person authorized to sign contracts on behalf of the protestor.

3. *Submission of Protests.* All protests shall be submitted to the Procurement Official via registered mail, overnight delivery, or hand delivery.

4. *Protest Resolution.* If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Procurement Official. The Procurement Official's response will be returned to the City Manager within seven (7) business days from the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Procurement Official.

5. *Decision on Protest.* The City Manager and/or Procurement Official shall inform the protestor of the decision in writing within fifteen (15) business days of the submission of the protest or, if the City Manager requires more time to render a decision, the City Manager and/or Procurement Official will advise the protestor within the initial ten (10) days of the additional amount of time required to render a decision.

6. *Appeals.* Any actual Bidder or Proposer who is aggrieved by the decision of the City Manager in connection with a protest shall file a notice of appeal with the City Manager and City Clerk within seven (7) days of receipt of the decision.

   a. *Hearing.* The City Manager shall set a hearing date before City Council not more than thirty (30) days from the date of receipt of the notice. The City Clerk shall cause notice of the hearing date, time, and location to be served upon the parties by registered mail. At the hearing, all parties shall be provided with a fair and impartial hearing and shall be allowed to offer argument as to whether the City Manager's decision should be affirmed or overturned. Said hearing will not be de novo but shall be of an appellate nature.

   b. *Decision.* Within seven (7) days of the hearing, the City Council shall issue a written decision on the appeal, which shall either affirm or reject the City Manager's decision. The City Clerk shall send a copy of the decision to the protestor(s) by registered mail.

   c. *Finality.* A decision by the City Council under subsection 6(b) above shall be final and conclusive as to the City's appeal process. Any further action shall be through the court.

7. *Stay of Procurement.* In the event a protest complies with subsections (1) through (3) above, the Procurement Official shall not proceed with the further solicitation or award of the Contract until all administrative remedies have been exhausted, or the City Manager or City Attorney makes a determination that the award of the contract without delay is necessary to protect the interests of the City.

33. QUALIFICATIONS OF SERVICE PROVIDER: The City will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Service Provider must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to City. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to consider a Service Provider's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Service Provider should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Service Provider to submit such information may be grounds for termination of any contract awarded to successful Service Provider. Service Provider shall notify the City immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

34. RELATED EXPENSES/TRAVEL EXPENSES: All costs are to be included in your Proposal. The City will not accept any additional costs.

35. **RESERVATION FOR AWARD AND REJECTION OF PROPOSAL:** The City reserves the right to accept or reject any or all Proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the RFP process. The City also reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Proposer whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Proposer, the following shall be considered when applicable: the ability, capacity and skill of the Proposer to perform as required; whether the Proposer can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Proposer; the quality of past performance by the Proposer; the previous and existing compliance by the Proposer with related laws and ordinances; the sufficiency of the Proposer's financial resources; the availability, quality and adaptability of the Proposer's supplies or services to the required use; the ability of the Proposer to provide future maintenance, service or parts; the number and scope of conditions attached to the RFP.

36. **RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL -** The Inspector General of the State of Georgia has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the Proposer. The Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any contract entered into with the Proposer as justification for termination.

37. **SCRUTINIZED COMPANIES:** Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth $100,000.00 or more.

    Any supplier that has, or has had within the last three years, any business activities or other operations outside of the United States must certify that it is not a "scrutinized company". A "scrutinized company" is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil related activities, or the production of military equipment, but excludes a company which can demonstrate any of the exceptions noted in (O.C.G.A.) Section 50-5-84. Suppliers will be prompted to certify their status as part of the bidding process. If the supplier is a "scrutinized company", the supplier shall not be eligible to bid on or submit a proposal for a contract with the state entity unless the City makes a determination in accordance with (O.C.G.A.) Section 50-5-84 that it is in the best interest of the state to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring the City to make such a determination must contact the City in writing via email at Procurement@stonecrestga.gov. The written request must include the company's name, a description of the request, and identification of the solicitation to which the supplier desires to submit a response.

    False certification by a supplier as to its status as a scrutinized company may result in civil penalties, contract termination, ineligibility to bid on state contracts for three or more years, and/or any other available remedy. In the event the procurement professional has reason to believe a supplier has made a false certification, the

procurement professional must report the information to Procurement Official. by submitting an email to Procurement@stonecrestga.gov.

Anti-Boycott of Israel Activities: Pursuant to O.C.G.A. § 50-5-85 This is applicable for contracts worth $100,000.00 or more with a company that employs more than five persons, unless the contract includes a written certification that such company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel, as amended.

38. **STATE OF GEORGIA DIVISION OF CORPORATIONS REQUIREMENTS:** It is the Proposer's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Georgia and be in good standing with the Georgia Secretary of State. For further information, contact the Georgia Corporations Division.

    The City will review the Proposer's business status based on the information provided in response to this solicitation. If the Proposer is an out-of-state or foreign corporation or partnership, the Proposer should obtain the authority to conduct business in the State of Georgia.

39. **TAXES:** The City is exempt from Federal Excise and State Sales taxes. Proposer doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City *unless an exemption is available to the Proposer,* nor shall any Proposer be authorized to use the City's Tax Exemption Number in securing such materials.

40. **TAXPAYER IDENTIFICATION FORM:** Prior to the execution of an agreement for the currently contemplated services, the selected Proposer will complete a Request for Taxpayer Identification Number and Certification Form (IRS Form W-9). The City will not make payment against the agreement until it has received the properly completed form.

41. **TERMINATION:**

    Availability of Funds: If the term of this contract extends beyond a single fiscal year of the City, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the City. The City Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City may terminate this contract upon thirty (30) days prior written notice to the Service Provider.

    For Cause: If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Service Provider shall violate any of the provisions of this Contract, the City may upon ten (10) days prior written notice to the Contractor terminate the right of the Service Provider to proceed under this Contract, or with such part or parts of the Contract as to which there has been default, and may hold the Service Provider liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Service Provider under this Contract shall, at the option of the City, become the City's property and the Service Provider shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Service Provider, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Service Provider, and the City may withhold any payments to the Service

Provider for the purpose of setoff until such time as the amount of damages due to the City from the Service Provider can be determined.

For Convenience: The City reserves the right, in its best interest as determined by the City, to cancel the contract by giving written notice to the Service Provider thirty (30) days prior to the effective date of such cancellation.

Non-Performance: The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

42. **WITHDRAWALS**: Any Proposer may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained.

IX. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

PROPOSAL SUBMITAL INSTRUCTIONS:

All proposals must be "uploaded" electronically via Bidnet (**https://Bidnetdirect.com/georgia/cityofstonecrest**). prior to the 3:00 pm deadline. Proposal shall be in searchable PDF format, in response to this RFP, prior to the designated Proposal due date and time indicated in the solicitation. The City is not responsible for any late submittals.

Each Proposer must submit a full and complete response to all the items stated in the Evaluation Criteria and must fully comply with all applicable requirements of this Solicitation. Proposers shall use and submit any applicable or required forms provided by the City's Procurement Department and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive. Any misinterpretation or failure to comply with instructions may lead to a Proposer's Proposal being rejected. These directions and instructions have equal force and weight with the scope of work, specifications and strict compliance, which is required with all of these provisions.

Proposals must be signed by a person authorized to bind the Proposer to this solicitation, and proof of this authority must be included in the response. Responses must contain a letter or other clear evidence of such authority, and all other information requested or required by this solicitation, or as determined by the City.

Each Proposer is responsible for full and complete compliance with all laws, rules and regulations, which may be applicable.

NOTE: Price Proposals *shall be* submitted in response to this solicitation.

NOTE: LATE SUBMITTIALS AND PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDNET'S PLATFORM WILL NOT ACCEPT LATE SUBMITTALS.

CONFIDENTAL MATERIAL/OPEN RECORDS AND EXEMPTION

The City is a public agency subject to Official Code of Georgia Annotated (OCGA) § 50-18-72(20)(A). Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Official Code of Georgia Annotated (O.C.G.A.) § 50-18-72(20)(A). Submittals may be included in a public records request response unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section. Any confidential material(s) the Proposer/Proposer Team Member asserts is exempt from public disclosure under O.C.G.A must be labeled as "**Confidential**" and include a brief explanation should be given as to the legal basis for the exemption, must be marked with the specific O.G.C.A code and subsection asserting exemption from Public Records.

City of Stonecrest
Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

Material will not be treated as confidential if the Proposer/Proposer Team Member does not cite the applicable O.C.G.A allowing the document to be treated as confidential. Any materials that the Proposer/Proposer Team Member claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Proposer/Proposer Team Member does not comply with these instructions, the Proposer's claim for confidentiality will be deemed as waived. Submitting confidential material may impact full discussion of your submittal by the Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Evaluation Committee meeting.

No information about any submission will be released to the public until thirty (30) days after the process is complete and an agreement has been awarded, or this solicitation has been terminated. All submissions will become the property of the City, and the City is under no obligation to return submissions.

Copyrighted Materials Copyrighted material is not exempt from (O.C.G.A.) § 50-18-72(20)(A). Submission of copyrighted material in response to any solicitation will constitute a license and permission for the City to make copies (including electronic copies) as reasonably necessary for the use by staff and agents, as well as to make the materials available for inspection or production pursuant to (O.C.G.A.) § 50-18-72(20)(A).

X. PROPOSAL FORMAT AND CONTENT REQUIREMENTS

To expedite the evaluation of proposals, proposals will be organized in the sequence provided below. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of the Proposal.

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals.

The Proposal must address all points outlined in the specifications of this RFP. The Proposal must provide clear and concise information of the Proposer's capability to satisfy the requirements of the RFP. Proposals should seek

to avoid information in excess of that requested herein. Proposers should also review the evaluation criteria to ensure responses meet all expectations. The substance of the Proposal will carry more weight than their form or manner of presentation.

The pdf document should be titled with Proposer's name, bid number, and, if the response is submitted in parts, include "Parts # of x".

Interested Proposers are invited to submit one (1) complete Proposal containing the submission in a single file searchable PDF document. Proposal shall be indexed and all pages sequentially numbered, correspond with the table of content, ***exclusive of cover***, tabs, dividers, and appendices. Proposal shall be limited to a **maximum of thirty (30) pages**, 8-1/2" x 11" page size, Type size shall not be less than 11-point size font, and margins shall be 1".

Please Note: Failure to meet the minimum qualification requirements shall result in the RFP not being considered for evaluation.

1. **Executive Summary**
   Provide an Executive Summary which provides a brief narrative highlighting the overall experience and qualifications of the proposer, including proposers understanding and ability to perform the scope of services provided herein. The Executive Summary section is limited to a length of two (2) pages. In addition, provide the following information:

   - The firms name, address, person of contact, phone number, e-mail address.
   - A statement that firm is independent from the City.
   - A statement as to why the firm believes itself to be the best qualified to perform the engagement.
   - A statement that the is firm and irrevocable offer.
   - Acknowledgment of addenda if any.

2. **Table of Contents**
   The table of contents shall outline, in sequential order, the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the contents within the proposal.

3. **Profile of Firm/Individual**
   Provide a brief description of the following:

   - Provide a brief profile outlining the Proposer's expertise and experience, including experience performing zone ordinance and overlays rewrite consulting services., number of years of experience.

   - Provide a description of relevant experience on previous similar projects working with State, Federal, County, and/or Municipality governmental entities.

   - Provide information for the key personnel who will be assigned to this project and who will be the primary responsible party performing the scope of services requested herein.

   - Provide a description of proposer's ability to manage tasks simultaneously and expeditiously.

- Provide a description of proposer's process and method used to ensure State, Federal and Local government zoning and overlay rewrites rules, policies, and regulations are properly incorporated into current and past ordinances to ensure compliance.

- Describe the local availability of personnel that will be assigned to work with the City.

4. **Qualifications and Experience of Firm/Team/Individual:**
The Proposer shall provide a brief description of the firms/individual experience and ability to perform the scope of services herein. In addition, provide the following:

    1. Resumes of staff to be assigned to perform the scope of services described herein, include the following;
        1. Professional educational background and qualifications relevant to the scope of services described herein.
        2. Highlight relevant specialized experience (professional categories) relevant to performing the scope of services described herein (must be similar in nature, size, complexity and environment type specifically with respects to small organizations and government/municipality agencies).

5. **Approach**
Proposers shall provide a description of Proposers' approach to accomplishing the scope of services described herein.
    - Describe proposers' approach to becoming familiar with a new client's operations.
    - Describe proposer's methodology including specific policies, procedures, or techniques to be used in performing the scope of services described herein.
    - Provide a description of the process that will be used for ensuring compliance with State, Federal, Local and City regulations and requirements.
    - Describe the manner in which the Proposer intends to segment public engagement.
    - Describe Proposers' approach to the scheduling of work and prioritizing the City's requests.
        - Current workload and capacity.
    - Describe Proposer's understanding and approach to dealing with the effects of anticipated project constraints.
    - Provide a detailed timeline consisting of anticipated actions that will be taken by the Proposer from the launch through completion assignments. The timeline must be reasonable and manageable.

6. **References:** (**See Attachment "A" – Proposer's Required Forms**)
Provide a minimum of five (5) client references, three (3) of which shall be municipalities or government for which the firm / individual has performed work of a similar nature to that solicited in this RFP. References shall be for services performed within a five (5) year period (current/past). The client's information shall include, as a minimum: name of company, contact person, address, and telephone number and a general description of the work performed and dates of performance.

7. **Price Proposal: (See Attachment "B" Price Proposal Form)**
Price Proposals shall be submitted "electronically", uploaded as a separate document and labeled as **"Price**

Proposal" (Fees). Price proposals will not be the sole or predominate factor. Negotiations may occur with the top ranked most qualified firm. Price Proposal shall contain all direct and indirect costs relative to performing the services (i.e. out of pocket expenses, miscellaneous office supplies, etc.) for each of the term of the agreement including renewal options. Price proposals **will not** be opened until the scheduled Evaluation Committee Meeting. Only the price proposals of the proposers meeting the seventy (70) points requirement will be opened.

The criteria for price evaluation shall be based upon the following formula: (Low Price / Proposer's Price) x Price Points = Proposer's Awarded Points.

X. REQUIRED FORMS

REQUIRED FORMS/ATTACHMENTS

Please make sure all of the forms provided in Attachment "A" – Proposer's Required Forms are complete, signed and included in your proposal submittal. **Please Note:** Attachment "A" – Proposer's Required Forms ***does not*** count towards the proposal thirty (30) pages limitation.

XI. EVALUATION AND SELECTION PROCESS

The purpose of the Evaluation Process is to evaluate the Proposals submitted in response to the Request for Proposal (RFP) and to establish the #1 Proposer.

Proposing firms must attain an average score of seventy (70) points or higher on the Proposal to be considered responsive. Should a Proposer receive fewer than seventy (70) points for their average Proposal score, the Proposer will not move forward in the procurement process.

1. **PROCEDURE FOR RESPONSE EVALUATION AND SELECTION:**
   The procedure for response evaluation and selection is as follows:
   a) Preliminary review of the Proposal by the Procurement Department for compliance with the submission requirements of the RFP, including verification that each proposal includes all required documents.
   b) The Evaluation Committee Member (EC) will evaluate each responsive Proposal in Bidnet. Evaluations will be in accordance with the requirements of the RFP.

      - Each EC member shall individually evaluate and award points in accordance with the Evaluation Criteria specified for each of the Categories based on the RFP. The points awarded for each Category will be totaled, ranked, and tabulated as described in Section XXII – Evaluation Criteria to determine the ranking order of the Proposers.
      - A minimum of three (3) firms will be shortlisted based on the ranking order (highest ranked firms).
      - If fewer than three (3) Responsive Proposals are received, the EC will recommend the Responsive Proposals they deem most highly qualified to be short-listed.

   c) At the committee's option, the Proposer's may be required to participate in presentations and/or an interview session. Oral presentations are to support what has been provided in the Proposal by each

Proposer's and to exhibit and otherwise demonstrate and clarify and expand on the information contained therein.

c) The City reserves the right, where it may serve the City's best interest, to request additional information and clarification from Proposer's.
d) The EC may, at its sole discretion, shortlist the Proposer's.
e) The EC shall make a recommendation. The EC may submit a recommended Proposer or shortlist the top firms and may require presentations by the highest ranked firms.
f) The Procurement Official may submit a recommended Proposer or "shortlist" of a combination to the City Council, and may require presentations by the highest ranked firms to the City Council.
g) If the City is unsuccessful in negotiating a Contract with the highest ranked Proposer, the City will attempt to negotiate a Contract with the next highest ranked firm (if needed).

The Procurement Department will present a recommendation for award to the City Council. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement (if applicable). The City's decisions will be final.

In general, the City wishes to avoid the expense to the City and to Proposers of unnecessary oral presentations/interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If oral presentations/interviews are scheduled with the Proposer(s), additional information will be provided to the top ranked firms.

2. **POINTS:**

1. Each Committee member will award points according to the Evaluation Criteria described in each Category for the Phase I and Phase II (if necessary) evaluation processes. The points indicated as Points Possible are the maximum that may be awarded for each Category. The points awarded for each Category will be totaled to achieve the Total Points awarded to each Proposer. The Proposer with the greatest cumulative of Total Points for the applicable phase will be ranked number 1, the next greatest total ranked number 2, etc.

   A number 1 ranking is one point; a number 2 ranking is two points, etc. The individual scoring points from each committee member will be tabulated to arrive at the overall committee ranking.

   The Proposer with the lowest total of ranking points will be the number 1 (top) ranked Proposer, the next lowest will be number 2, etc. The committee tabulation of the ranking points shall be the basis for determining the ranking order of the Proposers.

2. Tie Proposals:
   Whenever a tie occurs for the top-ranking position after the Phase 2 evaluation, a Best and Final Offer will be requested from the top ranked Proposers. The Auditor Selection Committee will rescore using the method described in 1.

3. Sole Proposal:
   In the event there is a sole Proposer, the Auditor Selection Committee shall evaluate the sole response, and provide a written determination whether the proposal meets the needs of the City and such Proposer is recommended for award.

XII. EVALUATION CRITERIA

1	**Profile of Firm/Individual** Provide a brief description of the following: • Provide a brief profile outlining the Proposer's expertise and experience, including experience performing zone ordinance and overlays rewrite consulting services., number of years of experience. • Provide a description of relevant experience on previous similar projects working with State, Federal, County, and/or Municipality governmental entities. • Provide information for the key personnel who will be assigned to this project and who will be the primary responsible party performing the scope of services requested herein. • Provide a description of proposer's ability to manage tasks simultaneously and expeditiously. • Provide a description of proposer's process and method used to ensure State, Federal and Local government zoning and overlay rewrites rules, policies, and regulations are properly incorporated into current and past ordinances to ensure compliance. • Describe the local availability of personnel that will be assigned to work with the City.	25 Possible Max. Points
2	**Qualifications and Experience of Firm/Team/Individual:** The Proposer shall provide a brief description of the firms/individual experience and ability to perform the scope of services herein. In addition, provide the following: Resumes of staff to be assigned to perform the scope of services described herein, include the following; 1. Professional educational background and qualifications relevant to the scope of services described herein. 2. Highlight relevant specialized experience (professional categories) relevant to performing the scope of services described herein (must be similar in nature, size, complexity and environment type specifically with respects to small organizations and government/municipality agencies).	25 Possible Max. Points
3	**Approach** Proposers shall provide a description of Proposers' approach to accomplishing the scope of services described herein. • Describe proposers' approach to becoming familiar with a new client's operations. • Describe proposer's methodology including specific policies, procedures, or techniques to be used in performing the scope of services described herein. • Provide a description of the process that will be used for ensuring compliance with State, Federal, Local and City regulations and requirements. • Describe the manner in which the Proposer intends to segment public engagement. • Describe Proposers' approach to the scheduling of work and prioritizing the City's requests. o Current workload and capacity.	35 Possible Max. Points

	• Describe Proposer's understanding and approach to dealing with the effects of anticipated project constraints. • Provide a detailed timeline consisting of anticipated actions that will be taken by the Proposer from the launch through completion assignments. The timeline must be reasonable and manageable.	
4	**References:** Provide a minimum of five (5) client references, three (3) of which shall be municipalities for which the firm / individual has performed work of a similar nature to that solicited in the RFP. References shall be for services performed within a five (5) year period (current/past). **(All Firms that submit the required references will automatically receive 5 Points)**	5 Points
5	**Price Proposal (Fees):** (Low Price / Proposer's Price) x Price Points = Proposer's Awarded Points.	10 Possible Max. Points
6	**Oral Presentations: (if applicable)**	
	TOTAL POINTS:	**100 Points**

Proposal's will be evaluated on a "best value" basis using the stated evaluation criteria listed below.

Point Value	Outstanding	Excellent	Good	Fair	Inadequate	Failed/ No Proposal
35	31-35	24-30	15-23	8-14	1-7	0
30	26-30	20-25	15-19	8-14	1-6	0
25	21-25	16-20	11-15	6-10	1-5	0
20	17-20	13-16	9-12	5-8	1-4	0
15	13-15	10-12	7-9	4-6	1-3	0
10	10	8-9	6-7	4-5	1-3	0
5	5	4	3	2	1-0	0

ATTACHMENT "A"

PROPOSER'S REQUIRED FORMS

Proposers are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Proposer's submittal being deemed non-responsive, non-responsible and may be rejected.

Proposer **MUST** submit its bid response electronically and MUST confirm its submittal in order for the City to receive a valid response through *Bidnet*.

PROPOSERS CHECKLIST

Proposer's are expected to examine this RFP form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Proposer's risk.

All notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the RFP. All Proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each Proposer shall furnish the information required in accordance with the RFP solicitation and Attachment "A" Proposer's Required Forms.

Proposer's must complete, sign and submit with their Proposals, all forms herein. Failure to submit these forms will render such proposal's responses non-responsive.

PROPOSAL CHECK LIST:

Proposers are cautioned to check their proposal very carefully, using the following checklist:

_____ Proposer's Certification Page signed and notarized

_____All required forms completed, signed and notarized (as applicable)

_____ Price Proposal Form, including Hourly Rate.

_____ Proposal Electronically submitted as specified

It is the Proposer's responsibility to check Bidnet prior to submitting a bid response to ascertain if any addenda have been issued, to obtain such addenda and return signed addenda with the bid.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General Terms and Conditions, Scope of Services, Proposal Submittal Instructions and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the Request for Proposal (RFP) at the prices or rates quoted in my proposal. I agree that my price proposal will remain firm for a period of up to One Hundred and Twenty (120) days in order to allow the City adequate time to evaluate the responses. Furthermore, I agree to abide by all conditions of the RFP.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer as its act and deed and that the Firm is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Stonecrest or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____ _____

NAME OF BUSINESS E-MAIL ADDRESS

BY: _____

SIGNATURE OF AUTHORIZED OFFICER OR AGENT

_____

PRINTED NAME AND TITLE

_____

MAILING ADDRESS

_____

CITY, STATE, ZIP CODE

_____

TELEPHONE NUMBER

TYPE: _____

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____

Notary Public Signature **(SEAL)**

_____

Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____

STATEMENT OF QUALIFICATIONS

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate from the Georgia Department of Revenue (https://dor.georgia.gov/taxes/register-new-business-georgia).

Company Name: (Legal Registration): _____

Address: _____

City: _____State: _____ Zip:_____

Telephone No._____ FAX No._____Email: _____

Does your firm qualify for SBE MBE or WBE status: **SBE __ MBE __ WBE __ LOCAL __**

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid submittal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or RFP pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal submittal complies with the full scope of this solicitation. If this section does not apply to your proposal, simply mark N/A. **If Bidder is requesting any variation(s) or exception(s) to the specifications, terms and conditions, you must submit a written statement with your bid submittal.**

_____

_____

_____

_____

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed bid I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings. This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted By: _____ **Signature:** _____

Title: _____ **Date:** _____

AUTHORIZED SIGNATORIES

The Bidder/Proposer represents that the following *principals* are authorized to sign bids, proposals, negotiate, and/or sign contracts and related documents to which the bidder/proposer will be duly bond. Principal is defined as an employee, officer, or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name Title Telephone Number

_____

_____

_____

_____

_____

_____ Date: _____

Authorized Signature / Name

_____ Federal Employer I.D. No. (FEIN): _____

Title

Dun and Bradstreet No.: _____

_____

Legal Business Name Website Address: _____

Principal Place of Business Address:_____

(City/County/State)

Telephone Number: _____

Type of Business/Organization (check appropriate box):

(a) ___ Sole Proprietorship ___ Partnership ___ Non-Profit ___ Joint Venture ___ Corporation
___Other - Specify

(b) State of Incorporation: _____

JOINT VENTURE FIRMS

Joint venture firms must complete and submit with their Bid/Proposal Response this form. Include a copy of the formal written and executed Joint Venture Agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties "respective roles, responsibilities, and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint Venture will not be accepted. Failure to timely submit the required form along with the formal written and executed Joint Venture Agreement may result in disqualification of your Bid/Proposal Response.

PURCHASING POLICY ADDENDUM

I, _____, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at https://www.stonecrestga.gov/Procurement.aspx and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

THIS CERTIFICATION is submitted by _____the_____
(Authorized Officer or Agent Print) (Title)

of _____
(Name of Company)

_____ _____
SIGNATURE DATE

CONFLICT OF INTEREST DISCLOSURE FORM

Purpose

This Conflict-of-Interest Disclosure form is provided to assist Proposer's in screening for potential organizational conflicts of interest. The award of this contract is subject to the State of Georgia Purchasing Act relating and O.C.G.A Conflict-of-Interest Disclosure requirements.

Term: The term "Conflict of Interest" refers to situations in which financial or other personal consideration may adversely affect or have the appearance of adversely affecting an employee's professional judgement in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

All Proposers **MUST** disclose with their proposal the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Proposers must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposers company, firm or any of its subsidiaries. The Conflict-of-Interest Disclosure Form **MUST** be submitted along with your proposal submittal.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

ACKNOWLEDGED BY:

Name: _____

Title: _____

Signature: _____

Company/Firm Name: _____

Address: _____

Phone: _____ E-mail Address: _____

Date: _____

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stonecrest, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stonecrest license/permit and /or contract for _____

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: ___ Date: _____

Printed Name: _____

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (No. 2).**

* Note: O.C.G.A.§ 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Other Identifying Number: _____

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(SEAL)

_____ _____
Notary Public Signature Commission Number

_____ _____
Notary Name, Printed, Typed or Stamped Commission Expires

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of the Official Code of Georgia Annotated (O.C.G.A.) Sections 50-24-1 through 50-24-6 of, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and

(2) Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with _____ (Contractor), _____ certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

THIS CERTIFICATION is submitted by _____ (Authorized Officer or Agent Print) the _____ (Title)

of _____
(Name of Company)

_____ _____
Signature Date

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature

_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

(SEAL)

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
"E-VERIFY"

Contractor(s) Name: _____

Address:_____

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

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

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

_____ _____

E Verify ™ Company Identification Number Date of Authorization

BY: _____ _____

(Authorized Officer or Agent) Title

Date: _____

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

Other Identifying Number: _____

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____

Notary Public Signature **(SEAL)**

_____

Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____

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

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

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

_____

Name of Subcontractor

_____

Name of Project

_____

Name of Public Employer

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____ **(SEAL)**

Notary Public Signature

_____

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

INDEMNIFICATION CLAUSE

Contractor shall indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

_____ _____ _____
Proposer's Name Signature Date

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public Signature

_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

(SEAL)

NON-COLLUSION STATEMENT

By signing its Proposal, the Proposers certifies that its Proposal is made independently and free from collusion. Proposers shall complete and submit the Non-Collusion Affidavit Form, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Proposer.

Failure of a Proposers to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

Proposer, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

ACKNOWLEDGED BY:

_____ _____

Proposer's Name Signature

_____ _____

Title Date

_____

Company/Firm Name

_____

Address

_____

Phone Number

_____

E-Mail Address

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____ _____

Notary Public Signature **(SEAL)**

_____

Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth $100,000.00 or more.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to O.C.G.A. § 50-5-84 the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:

Name: _____

Title: _____

Signature: _____

Date: _____

INSURANCE

PROPOSER **MUST** SUBMIT PROOF OF INSURABILITY WITH THEIR PROPOSAL TO BE CONSIDERED RESPONSIBLE TO THIS SOLICITATION.

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (This may be modified, as the City deems appropriate)

The successful Proposer must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

BIDDER REQUIRED REFERENCES

The Bidder shall provide Five (5) references specific to providing Zoning Ordinance & Overlay District Rewrite Consultant Services in the State of Georgia. At least Three (3) reference shall be a local, county, state, or federal entity. **FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE WIIL RESULT IN BIDDER BEING DEEMED NON-RESPONSIVE.**

Services must be for similar scope of services, similar to the requirements of the solicitation this solicitation, specifications, and scope of work.

Include the owner's name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.

A. PRIME BIDDER'S NAME: _____

CLIENT NO. 1 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

_____

_____

_____

Description of work that was self-performed by Bidder:

_____

_____

_____

_____

_____

_____

CLIENT NO. 2 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

_____

_____

_____

Description of work that was self-performed by Bidder:

_____

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CLIENT NO. 3 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

_____

_____

_____

Description of work that was self-performed by Bidder:

_____

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_____

CLIENT NO. 4 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

_____

_____

_____

Description of work that was self-performed by Bidder:

_____

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_____

CLIENT NO. 5 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

_____

_____

_____

Description of work that was self-performed by Bidder:

_____

_____

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_____

ATTACHMENT "B"
PRICE PROPOSAL FORM
ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120)
DAYS AFTER BID OPENING.

RFP NO.: 0003-25, Zoning Ordinance and Overlay District Rewrite Consultant Services

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The price(s) will apply for the entire term of the agreement. The price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Proposer will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B" - Price Proposal Form is not utilized by the Bidder, the bid shall be considered non-responsive.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Price Proposal Form with your own version.**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Price Proposal submitted is made in conformance with all requirements of the solicitation. In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Company Name: _____

FEID #: _____

Address: _____

Authorized Signature: _____

Printed / Typed: _____ Title: _____

E-mail: _____

Date: _____ Phone: _____Fax: _____

This section of the Proposal should contain all pricing information related to performing consultant services as in this Request for Proposal (RFP).

If it should become necessary for the City of Stonecrest to request the Consultant to perform additional work as a result of the specific recommendations during this engagement, then such additional work shall be performed only upon mutual agreement between the City and the Firm. Any such additional work agreed to between the City of Stonecrest and the firm shall be performed utilizing the rates set forth below.

Hourly rates include all required equipment, tools, machines, software, and out-of-pocket expenses as defined in the Scope of Services. Expenses are considered job overhead costs and are not billable.

HOURLY BILLING RATE	
Consultant Services	**$ Per Hour**
TASK'S: Total cost for each task to be performed by Consultant	
Task 1: Diagnosis of existing Code of Ordinance and Overlay Districts	**$**
Task 2: Review of the Development Regulations	**$**
Task 3: Review of the Overlay Districts	**$**
Task 4: Zoning Map	**$**
Task 5: Review of the Fee Structure	**$**
Task 6: Community Engagement/Public Outreach	**$**
Task 7: Evaluation of Existing Neighborhoods, Corridors and Districts	**$**
Task 8: Drafting the Document	**$**
Task 9: Executive Summary Report	**$**
Task 10: Presentations	**$**
Task 11: Integration of the New Ordinance into User-Friendly Formats	**$**
Task 12: Staff Training	**$**
Task 13: Legal Review	**$**
Task 14: Deliverables	**$**
TOTAL COST:	**$**

PROFESSIONAL SERVICES AGREEMENT FOR ZONING ORDINANCE AND OVERLAY DISTRICT REWRITE CONSULTANT SERVICES

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

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing zoning ordinance and overlay district rewrite consultant services; and

WHEREAS, the City of Stonecrest sought proposals from qualified firms for _____ ; and

WHEREAS, the City desires to engage _____, and _____ agrees to render certain _____ to the City pursuant to the terms and conditions set forth below.

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

1. **SERVICES.** Contractor agrees to provide professional services to the City as detailed in **Exhibit A** ("Services"). If any services to be performed are not specifically listed in Exhibit A or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.

2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit A** ("Services"). The City agrees to pay Contractor's invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City by December 31, 2024. ("Initial Term"). ~~This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed one (1) year, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein. The Agreement shall terminate absolutely without further obligation on the part of the City at the end of each year~~.

SAMPLE

4. RELATIONSHIP OF THE PARTIES.

(a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

(b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

(c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

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

6. TERMINATION FOR DEFAULT.

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY"

SAMPLE

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

(c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

(e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

SAMPLE

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the "City Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney's fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.

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

11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**

    (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.

    (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E.**

    (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

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

13. **THE CITY'S ASSISTANCE AND COOPERATION.** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting

SAMPLE

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

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

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

(a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;

(b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

(c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

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

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

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

SAMPLE

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

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

If to the City:

City Manager
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
Email: jallenjackson@stonecrestga.gov

With copies to:

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

If to the Contractor:

CONTRACTOR NAME
CONTRACTOR ADDRESS
CONTRACTOR EMAIL

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

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

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

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

SAMPLE

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

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

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

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

Executed on behalf of:

CITY OF STONECREST, GEORGIA,

BY:

TITLE:

[Seal]

ATTEST (sign here):
Name (print):

DATE:

APPROVED AS TO FORM: _____
City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

SAMPLE

Executed on behalf of:

CONTRACTOR,

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

Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____
Title: _____

DATE: _____

SAMPLE

EXHIBIT A
SERVICES

SAMPLE

EXHIBIT B

COST PROPOSAL

(See Exhibit A)

SAMPLE

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

The Contractor shall provide minimum insurance coverage and limits as per the following: The Contractor shall file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:
• $1,000,000 each occurrence
• $2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
• $1,000,000 per occurrence for Property Damage
• $1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Service Providers.
Professional Liability Insurance (Errors and Omissions):

Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each occurrence, and $2,000,000 annual aggregate.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If the Service Provider does not own vehicles, the Service Provider shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9, as amended. Any Service Provider performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than $100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

SAMPLE

The Service Provider and its insurance carrier waives all subrogation rights against the City, a Georgia Municipal Corporation, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with proper designated code associated with "Waiver of our Right to Recover" from others or equivalent in accordance with Official Code of Georgia (O.C.G.A) Annotated §34-9-9-8 and 34-9-11.1.

Service Provider must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Service Provider who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Service Provider's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Service Provider has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Service Provider. The Service Provider is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all Service Providers including but not limited to the construction industry.

SAMPLE

EXHIBIT D

DRUG FREE WORKPLACE

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

_____, and I further certify that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: _____

_____ _____ _____

BY: Authorized Officer or Agent (Contractor Signature) Date

_____

Title of Authorized Officer or Agent of Contractor

_____

Printed Name of Authorized Officer or Agent

SAMPLE

EXHIBIT E

PURCHASING POLICY ADDENDUM

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

_____ _____
BY: Authorized Officer or Agent Date
(Contractor Signature)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

_____
Date

SAMPLE

EXHIBIT F

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name**:** _____

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

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

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

_____
EEV/Basic Pilot Program* User Identification Number

_____ _____
BY: Authorized Officer or Agent Date
(Contractor Name)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

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

_____
Notary Public
My Commission Expires: _____

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

SAMPLE

Questions & Answers - 1

Solicitation RFP-0003-25 - Zoning Ordinance & Overlay District Rewrite Consultant Services
Buying Organization City of Stonecrest

No	Question/Answer	Question Date
Q1	**Question: Formatting** Will the cover page, table of contents, tabs/section dividers, and appendices be excluded from the page limit? **Answer:** No. As indicated on page RFP-26: Proposal shall be indexed and all pages sequentially numbered, correspond with the table of content, exclusive of cover, tabs, dividers, and appendices.	04/15/2025
Q2	**Question: Formatting** Can we use a smaller font size than 11-points for footers, tables, and charts? **Answer:** Font size less than 11-points for footers, tables, and charts is acceptable. However, all other information provided in the proposal "Type size" shall not be less than 11-point size font.	04/15/2025
Q3	**Question: Formatting** Can graphics/images bleed out of the 1-inch margin? Does this only apply to text? **Answer:** Graphics and Images shall remain within the 1-inch Margins.	04/15/2025
Q4	**Question: RFP Question - References specification** Page RFP-27 notes: "Provide a minimum of five (5) client references, three (3) of which shall be municipalities or government for which the firm / individual has performed work of a similar nature to that solicited in this RFP. References shall be for services performed within a five (5) year period (current/past). The client's information shall include, as a minimum: name of company, contact person, address, and telephone number and a general description of the work performed and dates of performance." Page RFP-31 states, in the evaluation criteria, "Provide a minimum of five (5) client references, three (3) of which shall be municipalities for which the firm / individual has performed work of a similar nature to that solicited in the RFP. References shall be for services performed within a five (5) year period (current/past)." The form "Bidder Required References" in Attachment A states (emphasis added): "The Bidder shall provide Five (5) references specific to providing Zoning Ordinance & Overlay District Rewrite Consultant Services in the State of Georgia. At least Three (3) reference shall be a local, county, state, or federal entity " Please clarify whether the five references are required to be for work performed for entities within the state of Georgia. For example, would a reference from a local government in Alabama for a similar project qualify as one of the five references? **Answer:** Yes, a reference from a local government performing similar project work will qualify as a reference.	04/18/2025
Q5	**Question: Project Budget** What is the budget for this project? **Answer:** The current budget is $150,000. However, we will work with the chosen team that has proven through the process to provide quality work.	04/18/2025

No	Question/Answer	Question Date
Q6	**Question: Legal Review** For the legal review, Task 13, is the expectation that the consultant will provide legal services or will we be expected to work with the City's legal team? **Answer:** The desired expectation is for the chosen consultant team to consult with a legal team to review the completed document for legal stability.	04/18/2025

Supplier Activity by Solicitation

Report Executed By: Tanisha Boynton
Report Executed On: 06-16-2025 12.04.36 PM

Solicitation Number: RFP-0003-25

					All Suppliers			
Solicitation Number	**Title**	**Publication Date**	**Closing Date**	**Status**	**Notified**	**Document/ Plan Takers**	**Submitted Bids**	**Downloaded documents**
RFP-0003-25	Zoning Ordinance & Overlay District Rewrite Consultant Services	04-01-2025	05-13-2025	Bids published	1,369	21	3	56
Totals					**1,369**	**21**	**3**	**56**

Notice

Basic Information

Reference Number	0000382089
Issuing Organization	City of Stonecrest
Owner Organization	City of Stonecrest
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	RFP-0003-25
Title	Zoning Ordinance & Overlay District Rewrite Consultant Services
Source ID	PU.AG.USA.2037544.C19041126
Piggyback Solicitation	No

Details

Location	DeKalb County, Georgia
Purchase Type	Term: 06/30/2025 12:00 AM EDT - 12/31/2025 12:00 AM EST
Description	The City of Stonecrest (City) invites qualified firms/Individuals to submit proposals to provide zoning ordinance and overlay district rewrite consultant services in accordance with the terms, conditions, and scope of services in this Request for Proposal (RFP). Proposals will only be considered from proposers that normally engage in providing the type of services specified herein.

Dates

Publication	04/01/2025 01:15 PM EDT
Question Acceptance Deadline	04/18/2025 05:00 PM EDT
Questions are submitted online	Yes
Bid Intent	Not Available
Closing Date	05/13/2025 03:00 PM EDT

Contact Information

Tanisha Boynton
678-672-8637
tboynton@stonecrestga.gov

Bid Result Publication Revision

Publication Type Unofficial Results

SLV Enterprises, LLC

Organization Name SLV Enterprises, LLC
Line Items Full
Address

732 S. 6th Street, #4335
Las Vegas Nevada
89101 United States

Inspire Placemaking Collective, Inc.

Organization Name Inspire Placemaking Collective, Inc.
Line Items Full
Address

4767 New Broad Street
Orlando Florida
32814 United States

Sizemore Group

Organization Name Sizemore Group
Line Items Full
Address

342 Marietta Sreet
AtlantA Georgia
30313 United States

Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

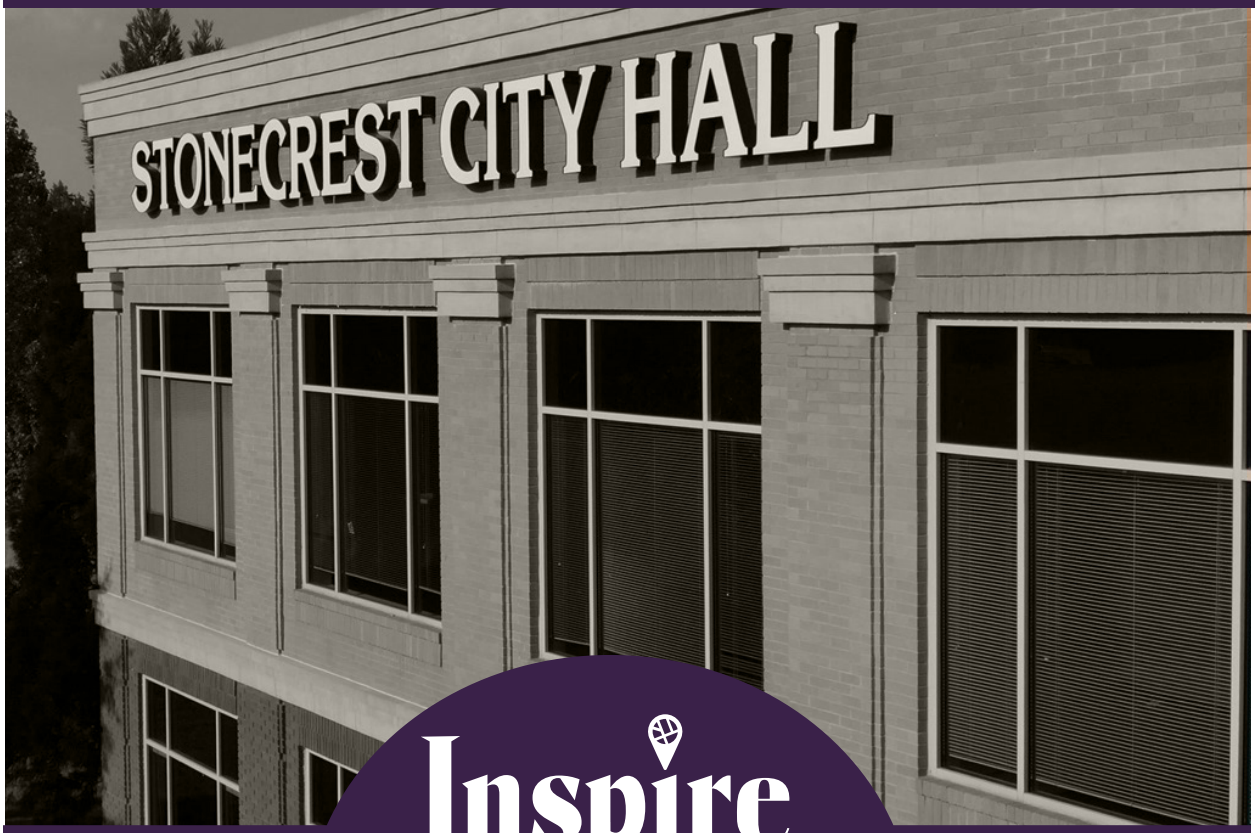
Include notification issuer as an additional recipient No

RFP-0003-25, Zoning Ordinance and Overlay District Rewrite Consultant Services			
PROPOSER'S:	**Inspire Placemaking Collective, Inc. 4767 New Broad Street, Orlando, Fl. 32814**	**Sizemore Group, LLC 342 Marietta Street, NW Unit 3, Atlanta, Ga. 30313**	**SLV Enterprises, LLC 732 S. 6th Street, Suite 4335, Las Vegas, NV. 89101**
Type of Business	**INC. - Florida**	**LLC. - Georgia**	**LLC - Nevada**
License to work in the State of Georgia (Georgia Corporation Division) PLEASE NOTE: THIS IS NOT BEING USED IN THIS EVALUATION PROCESS AND IS NOT A PART OF THE EVALUATION CRITERIA REQUIREMENTS.			
Business License in Georgia	**Yes - 8735 Dunwoody Place Suite N., Atlanta, Ga. 30350**	**Yes**	**No**
Proposal Requirements and Evaluation Criteria Requirements			
Thirty (30) Page Limit, 8"1/2 x 11", Print in Font 11, Minimum 1" Margin (Excluded: covers, tabs, dividers and appendices) - Page RFP-26	**Yes - 30 Pages**	**Yes - 18 Pages**	**Yes - 11 Pages**
Proposal Content: Executive Summary, Profile of Firm/Individual, Qualification of Firm's Team, Experience of Firm/Team, Approach References, Price Proposal (Fees) - Page RFP-2 - RFP-28	**Yes**	**Yes**	**Yes**
Executive Summary: Two (2) Page Limit - Page RFP-26	**Yes: 1 - Page**	**Yes - 2 Pages**	**Yes - 2 Pages**
Price Proposal: Page RFP-28	**Yes**	**Yes**	**Yes**
Attachment "A" - Proposer's Required Forms			
Proposer's Certification	**Yes**	**Yes**	**Yes**
Statement of Qualifications	**Yes**	**Yes**	**Yes**
Authorized Signatories	**Yes**	**Yes**	**Yes**
Purchasing Policy Addendum	**Yes**	**Yes**	**Yes**
Conflict of Interest Declaration Form	**Yes**	**Yes**	**Yes**
Affidavit Verifying Status for City Public Benefit Application	**Yes**	**Yes**	**Yes**
Drug-Free Workplace	**Yes**	**Yes**	**Yes**
Georgia Security and Immigration Compliance Act Affidavit ("E-Verify)	**Yes**	**Yes**	**Yes**
Georgia Security and Immigration Compliance Act Affidavit ("E-Verify) - Subcontractor Affidavit	**Yes**	**Yes**	**Yes**
Indemnification Clause	**Yes**	**Yes**	**Yes**
Non-Collusion Statement	**Yes**	**Yes**	**Yes**
Vendor Certification Regarding Scrutinized Companies List	**Yes**	**Yes**	**Yes**
Certificate of Insurance: Letter of Insurability	**Yes**	**Yes**	**Yes**
Proposer's References: Five (5)	**Yes**	**Yes**	**Yes**
EXCEPTIONS TAKEN TO RFP BY PROPOSER	**None**	**None**	**None**

Additional Comment:			
Prepared by: Tanisha Boynton, Procurement Official			

STONECREST

MAY 13, 2025 GEORGIA



Inspire
PLACEMAKING COLLECTIVE

817 West Peachtree Street, Suite A-145, Atlanta, GA 30308
Nakeischea Loi Smith, Project Manager

RFP#0003-25 | ZONING ORDINANCE & OVERLAY DISTRICT RE-WRITE CONSULTANT SERVICES

EXECUTIVE SUMMARY

01

Inspire
PLACEMAKING COLLECTIVE

May 13, 2025
City of Stonecrest, GA
Attn: Tanisha Boynton, Procurement Official
3120 Stonecrest Boulevard
Stonecrest, GA 30038

Dear Members of the Selection Committee,

Inspire Placemaking Collective, Inc. (Inspire) is pleased to submit this proposal for the update of the City of Stonecrest's Zoning Ordinance and Overlay Districts. We are an independent consulting firm with no financial or organizational ties to the City of Stonecrest. We respectfully offer this submission as a firm and irrevocable offer, valid for the duration stipulated in the RFP.

The City of Stonecrest is uniquely positioned within the Atlanta region, offering direct access to I-20, major regional destinations like the Mall at Stonecrest, and scenic greenspaces such as the Arabia Mountain National Heritage Area. As the City continues to grow, updating the Zoning Ordinance and Overlay Districts presents a critical opportunity to align land use, development potential, and policy with the goals outlined in the Comprehensive Plan 2038. A coordinated, community-driven process will ensure future development enhances Stonecrest's distinctive assets—from its trail systems and parks to its cultural landmarks and commercial corridors. Our team is well-positioned to lead this effort, bringing extensive experience in zoning code development tailored to the unique character and priorities of communities like Stonecrest.

Inspire Placemaking Collective, Inc. (Inspire) was founded in 2022 as a formal spin-off of S&ME, Inc.'s planning and landscape architecture divisions which operated for more than 20 years. With a team of over 40 planners, designers, and other professionals that possess more than 400 years of collective experience, Inspire offers a traditional city planning practice, with a depth and breadth that is unique within today's marketplace. Our practice focuses on comprehensive planning, land development code updates, form-based codes, design guidelines, community redevelopment, economic development, historic preservation, and small area studies. We have assisted numerous cities and counties with the preparation of streamlined, user-friendly land use plans, comprehensive plans, land development regulations, form-based codes, design standards, and technical manuals. Our current and previous clients range from rural counties to fast-growing urban communities.

Thank you for this opportunity to present our qualifications for your consideration. We hope to have the opportunity to expand upon our ideas and experience through the interview process.

Sincerely,
Inspire Placemaking Collective, Inc.

George Kramer, AICP
President/Authorized Representative
Gkramer@inspireplacemaking.com | 407.202.8387
4767 New Broad Street, Orlando, FL 32814 (HQ)

Inspire acknowledges Addendum 1 that was posted on 4/22/2025.

TABLE OF CONTENTS

02

Inspire
PLACEMAKING COLLECTIVE

TABLE OF CONTENTS

01 EXECUTIVE SUMMARY

Executive Summary 1

02 TABLE OF CONTENTS

Table of Contents 2*

03 PROFILE OF FIRM/INDIVIDUAL

Firm Profile/History 3

Experience Performing Zoning Ordinance & Overlay Rewrites 5

Relevant Experience 6

Key Personnel/Organizational Chart 11

Prompts: Ability to Manage Tasks/Simultaneously & Process 12

Availability 13

04 QUALIFICATIONS & EXPERIENCE

Resumes 14

05 APPROACH

Approach 23

Timeline 30

06 REFERENCES

References (from Attachment A)* 31

07 APPENDIX: FORMS & ATTACHMENTS

Other Attachment A Forms* 36

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PROFILE OF FIRM/INDIVIDUAL

03

Inspire
PLACEMAKING COLLECTIVE

FIRM PROFILE/HISTORY

"Committed to creating great places, safe streets, and thriving communities."

WE ARE INTERDISCIPLINARY. We are committed to extensive collaboration across disciplines in order to develop bold ideas and cutting-edge designs without undermining function.

WE SEEK PARTNERSHIPS. We seek clients that share our vision and values to build long-term relationships. Strong partnerships can support and create transformative initiatives.

WE ARE COMMITTED TO EXCELLENCE. What we do is impactful and important. We provide compelling ideas, creative designs and complete, clear documents.

WE ARE PLACEMAKERS. Our team leads efforts starting from planning to design and through construction. The ultimate metric of our success is quality-built projects designed for people and experiences.

WE ARE SPECIALISTS. Inspire includes 40 planners, designers, and other professionals with more than 400 years of collective experience. Our team focuses on traditional planning, including Comprehensive Planning, Land Development Codes, Community Redevelopment, Economic Development, Historic Preservation, and Small Area Studies.

Inspire is comprised of an established planning and landscape architecture practice that has operated together since 1999. Inspire was established in 2022 as a formal spin-off of S&ME, Inc.'s planning and landscape architecture divisions. This purchase provided a legal transition of personnel, projects, and portfolio from S&ME, Inc. to Inspire. The firm has grown since then.

Our approach to planning focuses on intense public participation and visioning coupled with analysis of the latest economic and demographic data. Our plans are user-friendly, with concise writing and clear graphics illustrating concepts that provide clarity and predictability for the local government, the development community, and the general public.

65
Comprehensive Planning Projects

66
Unified Development Ordinance Projects

55
Community Redevelopment Projects

8
Active Development Review Clients

Inspire Placemaking Collective is incorporated in Florida. The firm has been providing planning services, including unified development codes, for over 24 years under different names (Land Design Innovations, S&ME, Inc., Littlejohn Engineering Associates), and over two years under the current business name. Inspire consists of over 40 planners, designers, and other professionals. The office that will be leading the work is located at: ***817 West Peachtree Street, Suite A-145, Atlanta, GA 30308***

The primary contacts for this project are:

George Kramer, Authorized Negotiator
407.202.8387
Gkramer@inspireplacemaking.com

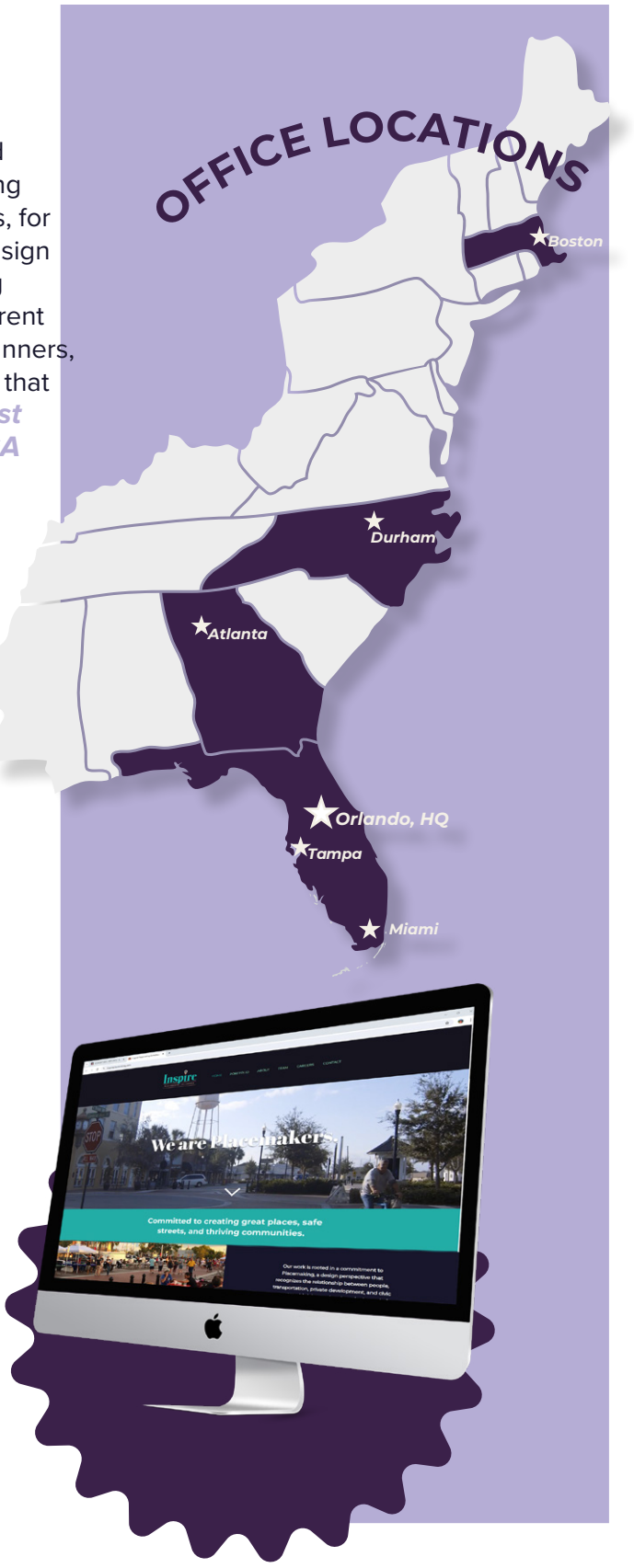
Sarah Sinatra Gould, Principal-in-Charge
954.205.3272
Ssinatra@inspireplacemaking.com

CHECK US OUT!

www.inspireplacemaking.com

@inspireplacemaking

inspire-placemaking-collective



EXPERIENCE PERFORMING ZONE ORDINANCE & OVERLAYS REWRITE

The Inspire team brings extensive experience in creating high-quality ***land use ordinances***, including ***land development codes, unified development codes, zoning ordinances,*** and ***land use regulations.*** Our expertise spans the southeastern US, covering ***Florida, Georgia, North Carolina, South Carolina, and Tennessee.*** We emphasize a planning approach that combines robust public engagement and visioning with an analysis of current economic and demographic data. Our plans are designed to be user-friendly, featuring clear writing and straightforward graphics that offer clarity and predictability for local governments, the development community, and the public.

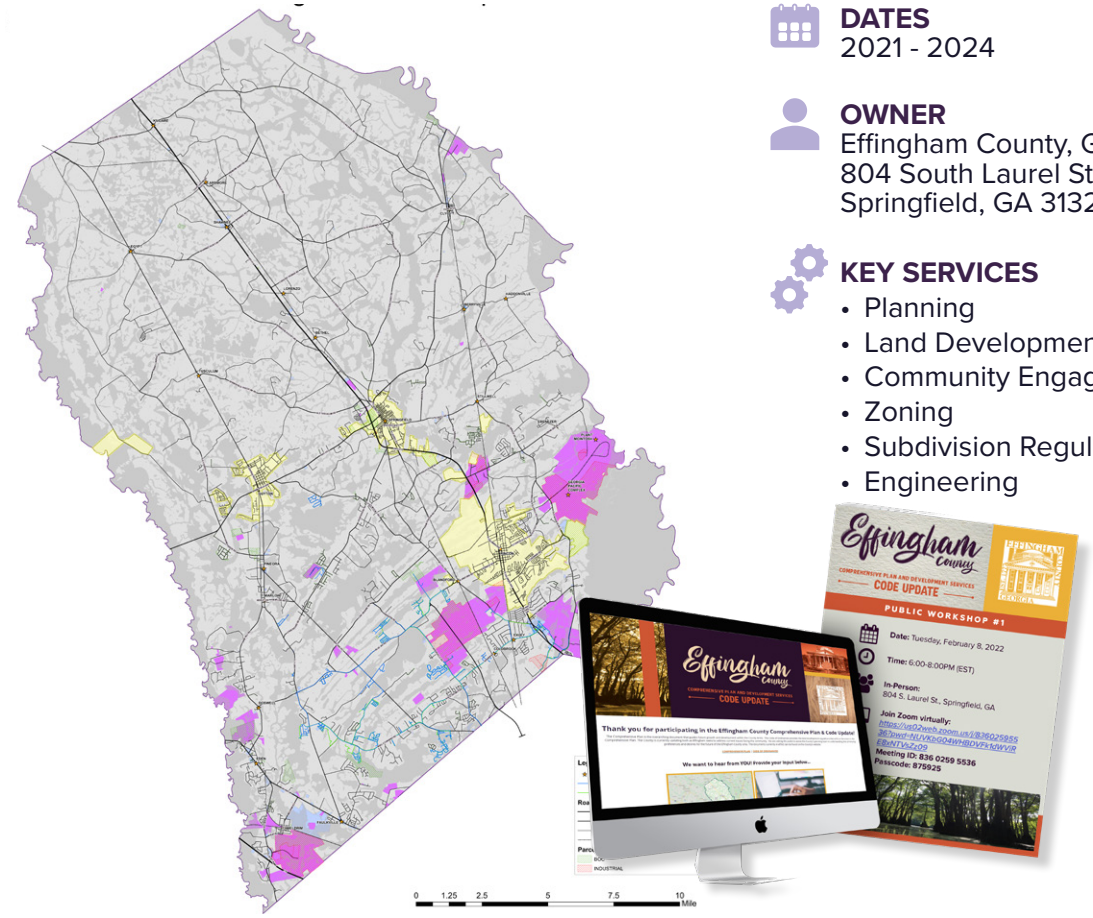
We have experience in converting comprehensive plan language into actionable land use ordinances, addressing risk and resilience, establishing design standards, and enhancing communication, which instill clarity into the regulations for the benefit of the community, design professionals, and staff. The diverse practice areas of Inspire Placemaking have honed our ability to translate community input from comprehensive plans—developed through robust engagement—into clear and actionable land use ordinances, whether they are traditional Euclidean, form-based, or hybrid. While a community typically revisits its land use ordinance only once a decade or less, our team manages multiple active zoning and code projects each year. This ongoing work deepens our understanding of the latest updates and practices. For details on our similar projects, please see the following pages.

LOCAL & REGIONAL EXPERIENCE

- *Understanding growth pressures*
- *Knowledge in GA and in the Southeast*
- *Placemaking in GA and the Southeast*
- *Strategic implementation*

LAND DEVELOPMENT REGULATIONS

EFFINGHAM COUNTY, GA



DATES
2021 - 2024

OWNER
Effingham County, GA
804 South Laurel Street,
Springfield, GA 31329

KEY SERVICES
- Planning
- Land Development Code
- Community Engagement
- Zoning
- Subdivision Regulations
- Engineering

Effingham County hired Inspire to update its Comprehensive Plan and overhaul its land development regulations. This update focused on streamlining requirements, while conducting substantial public engagement efforts, including working with the County staff to create an appropriate list of stakeholders for a steering committee consisting of appointed officials, County Administration, staff of key County departments, members of relevant County boards and commissions, landowners, developers, realtors, design and construction professionals, neighborhood groups, business owners, and others.

OVERVIEW

- Used Social Pinpoint and social media and outreach graphics to inform and engage the community
- The update will focus on preserving the agricultural history of the community as well as crafting clear regulations to guide future development

UNIFIED DEVELOPMENT ORDINANCE

RINCON, GA

DATES
2023 - 2024

OWNER
City of Rincon, GA
302 South Columbia Avenue,
Rincon, GA 31326

KEY SERVICES
- Land Development Code
- Public Engagement

RINCON, GA
UNIFIED DEVELOPMENT ORDINANCE

Rincon is a high growth area within Effingham County, GA. The City has a joint Comprehensive Plan with character areas which it intended to incorporate into the ordinance. The existing ordinances were outdated and not unified. The City requested a Unified Development Ordinance which created a more user-friendly, visually intuitive code. Public engagement and feedback were critically important to the City, resulting in a community engagement plan that included stakeholder meetings, a dedicated project website, and a public open house.

OVERVIEW

- Fast-growing city with outdated ordinances
- Public engagement focus
- Dedicated project website
- User friendly code language
- Created table of uses
- **Interactive Code Link:** Click Here

MUNICIPAL ZONING & DEVELOPMENT ORDINANCE (MZDO) UPDATE

HARDEEVILLE, SC

DATES
2022 - 2023

OWNER
City of Hardeeville, SC
205 Main Street, P.O. Box 609, Hardeeville, SC 29927

KEY SERVICES
- Planning
- Public Engagement
- Graphics

The City of Hardeeville contracted Inspire to align existing plans, studies, guidelines, ordinances, and regulations to develop a comprehensive framework as the basis for an updated MZDO. The focus of the update was consistency with the Comprehensive Plan and consistency throughout the ordinance. The update was rooted in public engagement including stakeholder interviews, and meetings, as well as a two-day open house for the public.

OVERVIEW

- Updated table of uses
- Revised the codified process to align with current practice
- Provided form-based focus for the Whyte-Hardee Corridor
- Developed a predictable, easy-to-use document

LAND DEVELOPMENT CODE ASSESSMENT & UPDATE

PENSACOLA, FL

DATES
2023 - Ongoing

OWNER
City of Pensacola, FL
222 West Main Street
Pensacola, FL 32502

KEY SERVICES
- Land Development Regulations

PENSACOLA
LAND DEVELOPMENT CODE
A NEW CODE FOR A NEW ERA

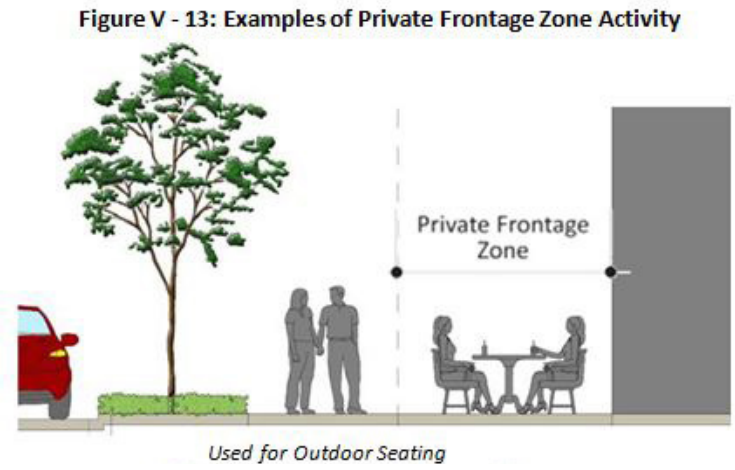
As part of Phase 1, Inspire performed a thorough assessment of the adopted Land Development Code (LDC) and recommended amendments for the rewrite of the code. Tasks included developing a matrix listing the proposed changes, preparing a new outline to reorganize the code, holding work sessions with staff and stakeholders to go through potential recommended changes, and developing an approach for the update of the LDC. Phase 2 includes the actual rewrite of the LDC to address the matrix recommendations. This phase includes a robust public engagement process and adoption hearings.

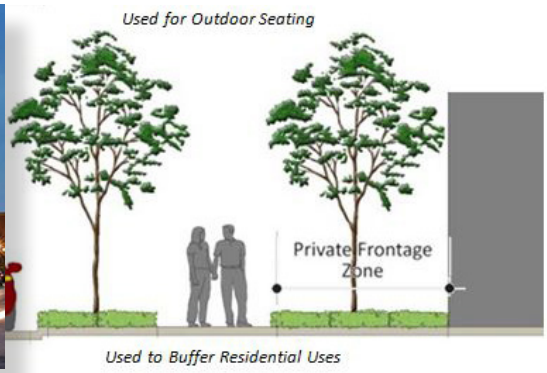
OVERVIEW

- Completed a thorough assessment of the LDC
- Organized recommendations in a matrix format
- Facilitated multiple work sessions to facilitate the review of the recommended changes

LAND DEVELOPMENT CODE UPDATE & FORM-BASED CODE

KISSIMMEE, FL





DATES
2017 - 2020

OWNER
City of Kissimmee, FL
101 Church Street,
Kissimmee, FL 34741

KEY SERVICES
- Planning
- Land Development Code
- Form-Based Code

Inspire completed a comprehensive update of the City's Land Development Code, which incorporated form-based code regulations for the downtown area and Vine Street corridor. Other areas of the City retained the traditional code structure and benefited from improved organization, streamlined regulations, and fewer special zoning and overlay districts. The form-based code and other LDC revisions established a framework for the City to facilitate infill and redevelopment, implemented past studies and plans for the downtown and surrounding areas, enabled better and safer development patterns (thereby improving the quality of the built environment), and gave citizens, developers, builders, and property owners predictable standards.

OVERVIEW

- Provided full update of the entire LDC
- Assessed physical characteristics and policy and regulations applicable to the downtown and Vine Street corridor
- Developed Form-Based Code for downtown and Vine Street Corridor

ORGANIZATIONAL CHART

ERIK BREDFELDT, PHD, AICP
Senior Reviewer

NAKEISCHEA LOI SMITH, AICP
Project Manager

ELENA OERTEL, AICP
Deputy Project Manager

SARAH SINATRA GOULD, AICP, CZO
Principal-in-Charge

PLANNING/COMMUNITY ENGAGEMENT

LANDSCAPE ARCHITECTURE/URBAN DESIGN/GRAPHICS

Principal Planners
1. Chris Dougherty, AICP
2. Patricia Tyjeski, AICP
3. Eric Raasch, AICP

Senior Planners
4. David Henning, Esq., AICP
5. Jay McLeod, AICP

Real Estate Specialist
6. Leslie Sharpe, Esq.

Planners/GIS Specialists
7. Haiden Lewis, AICP Candidate
8. Jessica Hays
9. Lizbeth Woodby

Planners/Community Engagement
10. Erin Anderson, AICP
11. Robbie Addington
12. Alex Kozela
13. Gabriela Castro, AICP
14. Emilee Aguerrebere

Landscape Architecture/ Urban Design
15. Viviana Castro, PLA
16. Abigail Shemoel
17. Leslie A. Del Monte, NCARB
18. Claudia Sicilia
19. SooBin An

Graphic Design
20. Lainie Jones
21. Sydney Pendergrass

PROMPTS

PROMPT 1:

Ability to Manage Tasks Simultaneously

Inspire Placemaking Collective is well-equipped to manage multiple tasks simultaneously across all phases of the zoning ordinance and overlay district update. Our team is structured to balance long-range planning, regulatory drafting, public engagement, and mapping concurrently, ensuring steady progress across parallel workstreams. We use clear internal workflows, collaborative project management tools, and regular check-ins to keep tasks aligned, meet deadlines, and remain responsive to client needs. Our experience managing similar multi-component planning and code updates across the Southeast demonstrates our ability to deliver high-quality, coordinated work—on time and within budget.

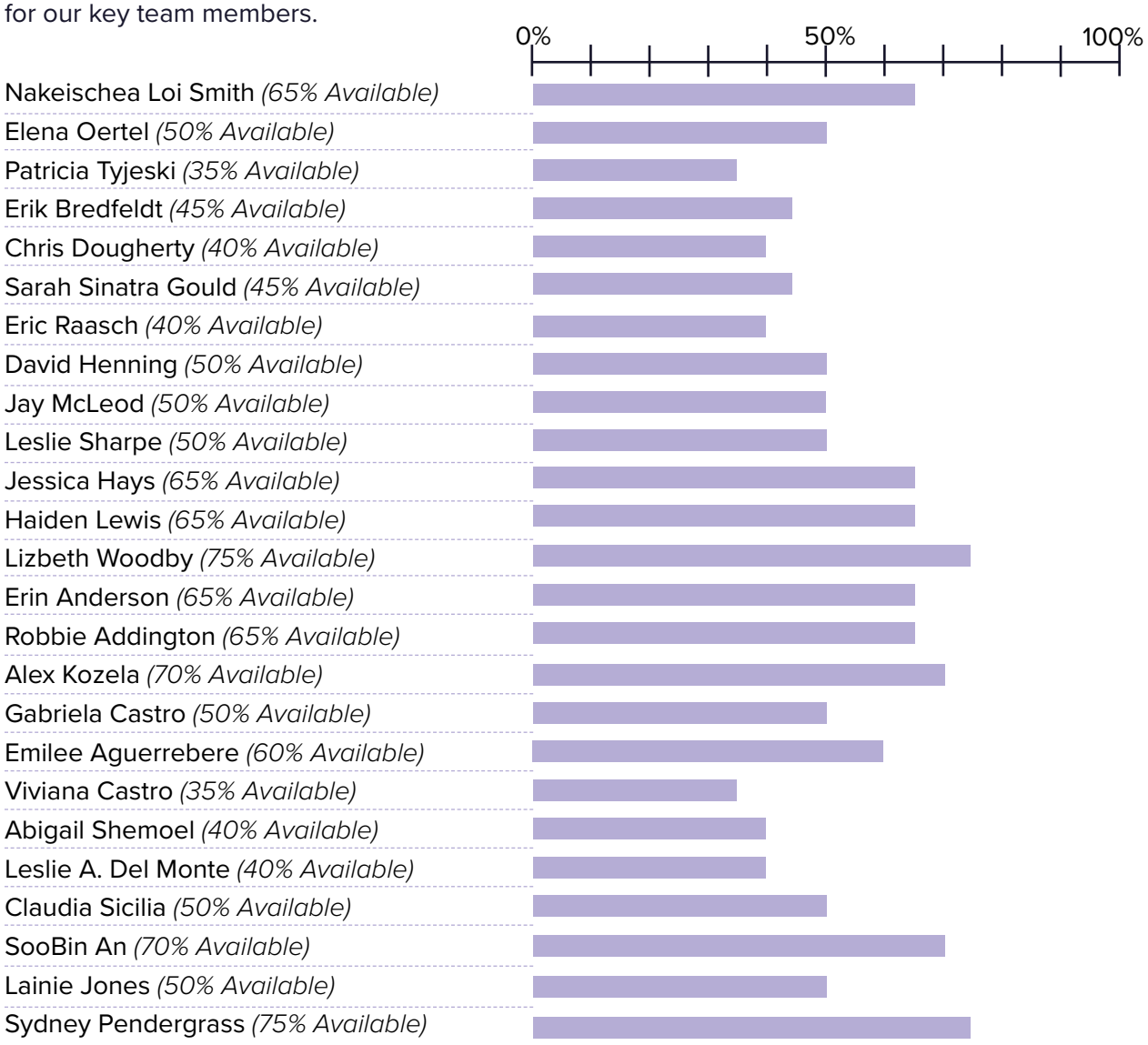
PROMPT 2:

Process/Method to Ensure State, Federal, & Local Government Zoning & Overlay Rewrite Rules, Policies, & Regulations are Properly Incorporated into Current & Past Ordinances

Working across the Southeast on zoning ordinances, Inspire's planners are well versed in addressing both the longstanding foundations of state zoning authority and tracking the swift changes, both minor and major, that can come from state legislatures over the course of the drafting process. Inspire takes a comprehensive and detail-oriented approach to ensuring applicable state, federal, and local requirements are accurately reflected when rewriting zoning and overlay districts. Our team includes lawyers with planning and development experience who can work with City staff, including the City Attorney, to develop strategies that match federal and state legislation and case law. Our update may uncover existing standards that need adjustment to meet changing regulations. At the heart of our process will be finding legally viable ways to implement the community's vision will be adopted in Stonecrest's Comprehensive Plan 2038.

AVAILABILITY

Our team understands that the City not only places a priority on the provision of quality work completed within budget parameters, but also on meeting the City's expected project schedule. Accordingly, we have selected our staff team members for the relevance of their professional qualifications and their immediate and continued ability to commence work upon the City's direction. We rigorously examine our workload capacity at weekly staff meetings in which we determine project priorities, staff assignments, and the deliverables due for the upcoming week. This process ensures that there are adequate resources to maintain project progress and address any foreseen deviations from established budgets and schedules, so that we can correct them in a timely manner. Inspire designates a QA/QC review time for each project to ensure that deliverables meet the intended scope of work. Below is a representation of current commitments for our key team members.



QUALIFICATIONS & EXPERIENCE OF FIRM/TEAM/INDIVIDUAL

04

Inspire
PLACEMAKING COLLECTIVE

NAKEISCHEA LOI SMITH

AICP

PROJECT MANAGER

16 Years of Experience

AICP #024308

Miami, FL

PROFILE

Nakeischea brings extensive planning experience, having led major public engagement efforts and overseen high-impact regional projects, including serving as Planning Director during the development of a Formula One racetrack and the relocations of the Miami Open Tennis and Miami Dolphins Training facilities.

EDUCATION

- Master of City Planning, Massachusetts Institute of Technology (MIT)
- Bachelor of Arts, Northeastern University

SKILLS

- Comprehensive Planning
- Land Development Codes
- Development Review
- Community Redevelopment
- Public Engagement

EXPERIENCE

Performing Arts, Civic & Entertainment Overlay District

Project Manager | Miami Gardens, FL

- Prepared standards to encourage creative design
- Worked in connection with the City to craft an updated zoning map describing the overlay district

Land Development Code Administration

Project Manager | Miami Gardens, FL

- Prepared code modifications to the S-Stadium district focused on the areas in and around the Hard Rock Stadium for economic development and redevelopment initiatives
- Oversaw the redevelopment application process of the Calder Casino Horse Track

Entertainment Overlay District Creation

Project Manager | Miami Gardens, FL

- Oversaw significant development as a result of the overlay district, including a 35 acre, $200 million mixed use project and a 5 acre, $20 million redevelopment initiative to create a race track for Formula 1.

Landscape Ordinance

Project Manager | Miami Gardens, FL

- Created a trust fund to provide a mechanism for applicants to pay into a fund for required trees
- Prepared ordinance text and a process to allow residents to request tree permits directly from the City

ELENA OERTEL

AICP

DEPUTY PROJECT MANAGER

6 Years of Experience

AICP #370035

Atlanta, GA

PROFILE

Elena is an urban planner who integrates analytical thinking into every stage of the planning process, supporting comprehensive planning, economic development, sustainable urban design, trail planning, grant applications, and community engagement. Elena delivers data-driven insights that help clients make informed decisions to foster vibrant, thriving communities.

EDUCATION

- Master of City & Regional Planning, Georgia Institute of Technology
- Bachelor of Sustainability Science, Furman University

SKILLS

- Microsoft Office
- Spatial Analysis (GIS)
- Adobe Creative Suite
- Power BI
- Bluebeam
- Tableau
- SketchUp
- Lumion

OTHER EXPERIENCE

- New York Avenue Corridor Planning Study - Washington DC
- Comprehensive Plan - Riverdale, GA

EXPERIENCE

Comprehensive Plan

Land Use Planner | Stonecrest, GA

- Developed the existing conditions sections for demographic, economic, housing, land use, and transportation trends, including the development of supporting graphics/maps to illustrate key findings

Highway 54, BRT, MARTA

Land Use Planner | Fulton & Clayton County, GA

- Conducted and developed a GIS-based susceptibility to change analysis to identify parcels with high redevelopment potential
- Created a series of maps of each station area for the susceptibility to change analysis

Comprehensive Plan

Land Use Planner | Clayton County, GA

- Developed the existing conditions sections for demographic, economic, housing, land use, and transportation trends, including the development of supporting graphics and maps to illustrate key findings
- Analyzed real estate inventory and trends to identify potential areas of retail re-investment for the County.

Town Center CID Fiscal Impact Analysis

Land Use Planner | Town Center, GA

- Led the fiscal impact analysis, evaluating tax revenue trends, boundary and parcel changes since 2019, projected tax base, and real estate inventory and market trends over the past five years

SARAH SINATRA GOULD

AICP

PRINCIPAL-IN-CHARGE

21 Years of Experience

AICP #021553

Durham, NC

PROFILE

Sarah has served as a planning director for numerous jurisdictions throughout her career. She understands the need to actively engage the public through a variety of platforms to truly gauge a community's needs. Sarah's work products include innovative plans based on community feedback and collaboration.

EDUCATION

- Master of Urban & Regional Planning, Florida Atlantic University
- Bachelor of Arts, Political Science, Florida Atlantic University

SKILLS

- Land Development Codes
- Comprehensive Planning
- Public Involvement
- Corridor Analyses
- Development Review
- Sign Codes

OTHER EXPERIENCE

- Corridor Design Standards - Effingham County, GA
  UDO - Moncks Corner, NC

EXPERIENCE

Land Development Regulations

Project Manager | Effingham County, GA

- Prepared revised ordinance language to address outdated language
- Crafted criteria for development nodes
- Moderated stakeholder committee meetings/public engagement

Municipal Zoning & Development Ordinance (MZDO) Update

Project Manager | Hardeeville, SC

- Hosted a two-day open house with significant attendance to gauge feedback from the public on the update to the Zoning Code
- Moderated interviews with the development community to determine its challenges and successes using the code
- Crafted new zoning code language and ensured consistency with the Comprehensive Plan

Unified Development Ordinance

Project Manager | Rincon, GA

- Facilitated stakeholder meetings and collaborated on dedicated project website
- Coordinated public open house to garner feedback on uses/ design
- Prepared updated ordinance text in strike through/underline format

Character District Zoning Analysis

Project Manager | Southern Pines, NC

- Hosted three stakeholder groups at separate meetings within the character districts
- Prepared an analysis describing unique features of the districts
- Crafted new code language

ERIK BREDFELDT

PHD, AICP

SENIOR REVIEWER

33 Years of Experience

AICP #011971

Atlanta, GA

PROFILE

Erik has 33 years of experience in administrative and project management, with a focus on community planning and economic development. Activities include urban planning/development services, community/economic development, and project management through an internal/external partnership philosophy emphasizing the balance between community and markets.

EDUCATION

- Doctor of Philosophy in Urban & Regional Planning, University of Florida
- Master of Arts in Urban & Regional Planning, University of Florida
- Bachelor of Arts in Economics, Muhlenberg College

SKILLS

- Economic Development
- Business/ Real Estate Development
- Urban Planning

OTHER EXPERIENCE

- Melrose-Mercy & Palmetto Park Neighborhood Plans - St. Petersburg, FL

EXPERIENCE

Zoning Ordinance

Reviewer | Collegedale, TN

- Provided review of various Code sections for form and substance

Downtown Form-Based Code

Senior Planner | Green Cove Springs, FL

- Provided staff support for two project workshops inclusive of obtaining stakeholder/community interaction and reaction to existing downtown conditions and prospective form-based code solutions

Comprehensive Plan & Land Development Code

Planning Director | Gainesville, FL

- Worked with staff and various stakeholders on updates inclusive of Plan Board and City Commission on final adoption

Economic Development Plan

Project Lead | Jellico, TN

- Led public engagement efforts
- Drafted Economic Development Plan and review with client and City
- Managed contract and tasks associated with creation of the Economic Development Plan

Economic Development Plan

Director of Economic Development | Garner, NC

- Produced Market Analysis for the project
- Assisted with public outreach to market participants in Garner area
- Interacted with internal Inspire team and GEDC Board members

PATRICIA TYJESKI

AICP

PRINCIPAL PLANNER

37 Years of Experience

AICP #069120

Orlando, FL

PROFILE

Pat has extensive experience with long range comprehensive planning, land development regulations, zoning, historic preservation, and development review. Over the course of her career, Pat has worked with over 30 jurisdictions on numerous comprehensive planning projects.

EDUCATION

- Master of Regional Planning, Cornell University
- Bachelor of Architecture, Universidad Javeriana, Bogotá, Colombia

SKILLS

- Comprehensive Planning
- Land Development Regulations
- Historic Preservation
- Development Review
- Community Engagement
- Small Area Plans

OTHER EXPERIENCE

- LDC & FBC - Gainesville, FL
- Gateway Corridor Design Standards - St. Augustine, FL

EXPERIENCE

Land Development Code Assessment & Update

Project Manager | Pensacola, FL

- Identified obsolete regulations, duplication of standards, internal conflicts, conflicts with the Comprehensive Plan and Florida Statutes, provisions that do not belong in the LDC, and efficiency and effectiveness of the development review process and procedures
- Prepared recommendations for the reorganization and improvement of the code
- Facilitated work sessions with stakeholders to discuss issues and recommendations

Land Development Code Update & Form-Based Code

Project Manager | Kissimmee, FL

- Performed a complete reorganization of the code, created tables of uses and dimensional standards, eliminated internal inconsistencies
- Incorporated form-based code regulations for the downtown and Vine Street corridor
- Facilitated public workshops and presented the project at public hearings

Municipal Zoning & Development Ordinance (MZDO) Update

Principal Planner | Hardeeville, SC

- Led the preparation of the form-based code for the downtown and White Hardee corridor

Urban Corridors

Project Manager | Manatee County, FL

- Developed Comprehensive Plan and LDC amendments to encourage compact, mixed-use, quality growth along major urban corridors

LESLIE A. DEL MONTE

NCARB

SENIOR URBAN DESIGNER

23 Years of Experience

NCARB #308593

Miami, FL

PROFILE

Leslie has extensive experience in both architectural and planning projects. Her experience includes small-and-large-scale master/comprehensive planning, urban design, downtown visioning, redevelopment planning, historic district inception/protection, analysis, development, and writing land use, zoning, architectural/design standards, and sustainable initiatives.

EDUCATION

- Master of Architecture, University of Florida
- Bachelor of Design in Architecture, University of Florida

SKILLS

- Comprehensive Planning
- Land Development Code Writing
- Development Review
- Redevelopment Planning
- GIS Analysis
- Visioning
- Land Use Entitlements
- Community Engagement

OTHER EXPERIENCE

- Downtown Form-Based Code - Green Cove Springs, FL

EXPERIENCE

Land Development Code Assessment

Senior Urban Designer | Pensacola, FL

- Identified obsolete regulations, duplication of standards, internal conflicts, conflicts with the Comprehensive Plan and Florida Statutes, provisions that do not belong in the LDC, and efficiency and effectiveness of the development review process and procedures
- Prepared recommendations for the reorganization and improvement of the code

Land Development Regulations

Senior Planner | Effingham County, GA

- Evaluated development review process and generated accompanying flow chats

Municipal Zoning & Development Ordinance (MZDO) Update

Senior Planner | Hardeeville, SC

- Developed and drafted form-based zoning regulations for specific uses and conditions
- Created diagrams and other graphic information to support the intent and reviewed and edited various drafts of the report

Character District Zoning Analysis

Senior Planner | Southern Pines, NC

- Hosted three stakeholder groups at separate meetings within the character districts
- Prepared an analysis describing unique features of the districts
- Crafted new code language

ERIN ANDERSON

AICP

PLANNER

2 Years of Experience

APA

Durham, NC

PROFILE

Erin is passionate about creating strong communities through equitable community development and planning. She has experience in community engagement, data collection and analysis, and working closely with local governments. As a recent graduate student, Erin learned more about the ins and outs of comprehensive planning and land development.

EDUCATION

- Master of City & Regional Planning, Specialization – Housing and Community Development, University of North Carolina at Chapel Hill
- Bachelor of Arts in Economics, Wake Forest University

SKILLS

- Planning
- Community Engagement
- Data Collection/ Analysis

OTHER EXPERIENCE

- UDO - Kenly, NC
- UDO - Moncks Corner, SC
- UDO - High Point, NC

EXPERIENCE

Land Development Regulations
Planning Intern | Effingham, GA
- Prepared updated land use table and land use definitions
- Ensured that adopted ordinances and amendments were integrated into the code
- Reviewed updated code for consistency

Municipal Zoning & Development Ordinance (MZDO) Update
Planning Intern | Hardeeville, SC
- Developed public engagement summaries
- Prepared updated land use table and land use definitions
- Reviewed updated code for consistency

Zoning Ordinance
Planning Intern | Collegedale, TN
- Proposed a structure for the reorganization of the Ordinance
- Developed an updated and streamlined use table

Unified Development Ordinance
Planning Intern | Rincon, GA
- Proposed a structure for the reorganization of the Ordinance
- Developed an updated and streamlined use table

Unified Development Ordinance
Planner | Greenville, NC
- Proposed a structure for the reorganization of the ordinance

EMILEE AGUERREBERE

PLANNER

5 Years of Experience

APA

Miami, FL

PROFILE

Emilee has several years of experience in planning, having spent the past year and a half as a Principal Planner at the City of Coral Gables. She specializes in updating comprehensive land use plans, zoning codes, and development review. Emilee is passionate about urban resilience and participatory planning.

EDUCATION

- Master of Urban & Regional Planning, University of Florida
- Bachelor of Arts in Architectural Studies & Geography, Mount Holyoke College

SKILLS

- Microsoft Office
- Google Suite
- Adobe Creative Cloud
- EnerGov
- SketchUp
- Rhinoceros 3D

OTHER EXPERIENCE

- Redevelopment Project for the Goulds CRA - Miami-Dade County, FL

EXPERIENCE

Unified Development Ordinance

Planner | Greenville, NC

- Contributed to the revision of vegetation standards and developed a handbook to streamline the application process
- Created a flowchart to optimize and streamline the site plan review process

Land Development Code Update

Planner | Sumter County, FL

- Analyzed proposed Land Development Code changes for consistency with Comprehensive Plan goals, objectives, and policies
- Compiled and summarized survey data to inform planning decisions
- Developed and delivered workshop presentations for stakeholder engagement

Unified Development Ordinance Update

Planner | Kenly, NC

- Reviewed and defined permitted uses in Table C. Permitted Uses and Table D. Accessory Uses, ensuring alignment with chapters, including reference sections
- Proposed additional special uses and drafted corresponding standards in the Industrial zoning districts

Design & Innovation District Public Parks Incentive Program

Principal Planner | Coral Gables, FL

- Prepared amendment, staff report, cover memo, and supporting documents for Planning and Zoning Board and City Commission meetings
- Proposed public parks incentives

ALEX KOZELA

PLANNER

2 Years of Experience

APA

Atlanta, GA

PROFILE

Alex is passionate about the activation of accessible, interactive, and pedestrianized spaces. He strives to promote safer, healthier, and more livable neighborhoods and cities. Alex is currently studying City & Regional Planning with a concentration in Urban Design at the Georgia Institute of Technology in Atlanta.

EDUCATION

- Master of City & Regional Planning, Specialization: Urban Design, Georgia Institute of Technology
- Bachelor of Arts in Communication, Saint Mary's College of California

SKILLS

- ArcGIS Pro
- Adobe Creative Cloud
- Microsoft Office
- Final Cut Pro
- Intermediate Spanish

EXPERIENCE

Comprehensive Plan Update

Planning Intern | Polk County, FL

- Developed a detailed community profile, analyzing demographic, economic, and environmental data to inform strategic planning decisions

Urban Service Boundary Study

Planning Intern | Indian River County, FL

- Organized and facilitated public engagement workshops, utilizing GIS, RStudio, and Adobe Illustrator to create visualizations and gather community input
- Performed comparative analysis with peer jurisdictions to benchmark best practices and inform policy recommendations

Georgia Institute of Technology

Graduate Teaching Assistant | Atlanta, GA

- Collaborate with course instructors to plan and facilitate weekly classes, workshops, and site visits for the Vertically Integrated Project: Building for Equity and Sustainability.
- Serve as co-lead of the Placekeeping team for an outdoor classroom construction project in collaboration with West Atlanta Watershed Alliance and as graduate adviser for the Campus Equity and Sustainability Tours sub-team

APPROACH

05

Inspire
PLACEMAKING COLLECTIVE

APPROACH

GENERAL APPROACH/INTRO APPROACH

At Inspire, we bring deep expertise in zoning code updates and overlay district development, grounded in years of experience supporting communities across the Southeast. This expertise equips us to craft innovative, yet practical solutions—such as context-based mixed-use overlays, green-infrastructure standards, and expedited review tracks—that ease regulatory burdens while protecting Stonecrest's natural assets and distinctive community character. Our planning approach blends data-driven analysis, community insight, and strategic implementation to ensure that every code update is both inclusive and actionable. We prioritize plain language and logical organization, presenting a clear use table, concise definitions, and an intuitive layout. A streamlined ordinance enhances transparency for residents, developers, and staff, ensuring consistent, fair application. We understand that zoning and overlay districts are more than regulatory tools—they shape the built environment, guide investment, and reflect community values.

Inspire values transparency, clear communication, and constructive conversations with our clients. We'll start with a kick-off workshop to align on goals, timelines, and context, followed by bi-weekly virtual check-ins to ensure regular updates and quick issue resolution. Early meetings will also be used to understand internal workflows and department interactions, ensuring the resulting ordinance is user-friendly, implementable, and tailored to how Stonecrest operates today—and how it hopes to grow in the future.

With strong organizational skills, our team ensures that review processes are intuitive and straightforward, establishing the ordinance as a trusted resource for county staff, residents, and developers alike. We test all codes developed by our team against real applications from our partners – examining and troubleshooting how the revised code interacts with the built environment unique to your community and ironing out complications before the document is adopted.

PROPOSED ENGAGEMENT STRATEGY

In addition to traditional and time-tested planning techniques like in-person workshops, design charrettes, and stakeholder interviews, Inspire leverages cutting-edge technology to capture feedback from a diverse range of community stakeholders. Central to this effort is a dedicated project website that serves as an interactive platform where residents can receive information and share their input. Inspire has forged a strong partnership with Social Pinpoint, an online platform that includes over 40 tools, including interactive mapping, surveys, and embedded videos. At the close of the engagement process, the team can neatly summarize and organize the data with the click of a button.

Additionally, we understand the importance of local expertise and the role of stakeholders to guide and inform the zoning ordinance and overlay districts. To better ensure that the zoning ordinance and overlay districts reflects the unique character and needs of the City, we propose establishing a Steering Committee, representing diverse voices and perspectives of stakeholders. This group will play a pivotal role throughout the project, advising on the zoning ordinance and overlay districts development and fostering support for its implementation. Engaging residents, business owners, and representatives from various areas of the City, we can ensure that the zoning ordinance and overlay districts addresses the priorities and concerns of all residents. Involving these stakeholders from the outset of the project creates a sense of ownership and support, building a bridge between planning objectives and everyday community experiences without losing the technical requirements of the zoning ordinance and overlay districts. This process will aid in smooth implementation and foster long-term compliance without duplicative community engagement already documented through the comprehensive planning process. Together, we can craft a zoning ordinance and overlay districts that supports sustainable growth, preserves the existing character, and meets the evolving needs of the City.

Project Example: Effingham County LDR

Strategic use of social media is also a large part of Inspire's success in the development and integration of code projects. When used as a tool, social media is a great medium for easy and direct communication with residents. Depending on the community's preferred platforms, we can create unique project accounts or utilize existing City accounts to share information about upcoming meetings and events. Social media will also serve to solicit feedback on community planning issues through interactive polls and engaging posts, providing residents with multiple avenues for sharing their thoughts and directing users to the project's website. For more information on our community engagement plan, please reference Task 6 of our approach on page 25.

SCOPE

Task 1: Diagnosis of Existing Code of Ordinances & Overlay Districts

Inspire will perform a comprehensive literature review of the existing zoning ordinance and overlay districts to assess their internal consistency and alignment with the City's current goals and adopted plans, as well as all applicable State and Federal regulations. Such documents will include the Comprehensive Plan 2038, adopted LCI studies, and other relevant planning documents. Our audit will identify conflicting standards, procedural inefficiencies, and outdated regulations that may hinder effective implementation. In close collaboration with City staff, we will also review previously established goals, objectives, and recommendations to ensure the updated ordinance builds on the City's prior planning efforts. An internal working group with City staff will meet bi-weekly to discuss project updates, flag emerging topics, areas of ambiguity, or necessary regulatory shifts.

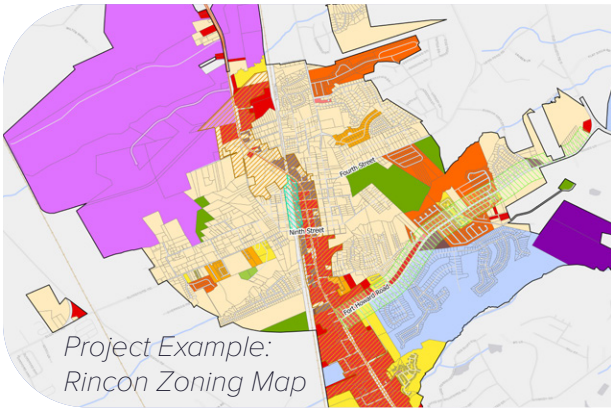
This task will culminate in a summary of findings and key issues, accompanied by a recommended path forward and a proposed schedule of meetings and milestones.

Task 2: Review of Development Regulations
Inspire will evaluate the development regulations in conjunction with the zoning ordinance to ensure clarity, predictability, and internal consistency. Particular attention will be given to application processes, dimensional standards, and procedures. Our goal is to streamline regulations to support urban and economic development while preserving Stonecrest's identity. We'll work closely with staff to ensure the regulations reflect internal review processes and staffing capacity.

Task 3: Review of Overlay Districts
Inspire will closely analyze all existing overlay districts to determine which are still necessary, which can be updated or consolidated, and where updated overlays may be needed—especially in key corridors like the Stonecrest Mall and I-20. Overlay boundaries, permitted uses, development standards, and implementation procedures will be assessed to ensure compatibility with existing and future development patterns.

While completing tasks 1 – 3 (the review process), the Inspire team will create a matrix to identify inconsistencies, issues, concerns, conflicts, proposed solutions, and additionally track comments from the bi-weekly meetings. This will serve as the basis for the Summary Report (Task 9).

Task 4: Zoning Map
Inspire will evaluate and recommend updates to the zoning map based on our code revisions and overlay district updates. Using GIS analysis, we will cross-reference existing conditions, land use, parcel data, and Comprehensive Plan recommendations to propose a revised zoning map that aligns with future growth patterns and policy priorities. Updated maps will be prepared in coordination with City staff and their GIS team to ensure digital accessibility.



Project Example: Rincon Zoning Map

Task 5: Review of the Fee Structure
Inspire will complete a peer city comparative (up to 3) analysis to benchmark Stonecrest's development fees against peer cities and assess the full range of development and permitting fees, including planning applications, trade permits, inspections, and mitigation fees. We will provide a set of recommendations designed to improve cost recovery, enhance transparency, and align with best practices.

Task 6: Community Engagement/Outreach
Inspire proposes a robust community engagement strategy to ensure that all Stonecrest's residents are able to provide feedback on the zoning ordinance and overlay districts update.

We understand that a meaningful community engagement process is essential to building trust within the community, keeping the community informed of project details, and gathering feedback that will inform the content of the updated policies and ordinances. Our outreach plan will combine in-person and digital methods to meet stakeholders where they are.

Social Pinpoint Website - Inspire has substantial experience in providing branded project websites that both inform and engage residents, allowing residents to interact with the planning process at a time that is convenient for them. We will utilize Social Pinpoint, an online engagement platform, throughout the zoning ordinance and overlay district update process. This platform is customizable to the City's needs and has a variety of interactive tools to implement, including surveys, discussion forums, interactive maps, and more. Furthermore, our team can upload project documents and summaries to Social Pinpoint to keep residents informed throughout the planning process. Our team will assemble the Social Pinpoint website and will add interactive features relevant to City's needs.

Social Pinpoint Website Examples:

Rincon UDO: *https://www.inspire-engagement.com/rincon-udo*

Greenville UDO: *https://www.inspire-engagement.com/greenville-udo*

Steering Committee Meetings - Our Planning team has extensive experience working with steering committees in fast-growing communities and has a proven track record of successful facilitations.

This Committee serves an incredibly important role in the process as a citizen advisory group that will help guide our team on the goals for the project. Prior to the Kick-off Meeting, Inspire asks that the City identify candidates for the Steering Committee. In an effort to capture the voices of all residents, the Steering Committee identified should include members from a diverse cross section of Stonecrest's community. Members might include property owners, business owners, developers, community leaders, and anyone else the City feels will foster a productive planning process. They should be willing to be highly engaged in the zoning ordinance and overlay district update process and be able to provide thoughtful feedback. They may also act as ambassadors for the process, and we will work with them to identify ways to engage disenfranchised residents. Steering Committee meetings are focused and deliberate. Inspire proposes to facilitate up to five (5) Steering Committee Meetings, the first and last being in-person and the remainder virtual meetings, throughout the project. Preliminary discussion topics are outlined below, but may change as the update process reveals relevant topics.

MEETING 1:

Kick-off session to establish project goals, timeline, and process; finalize Task 1 document list; agree on success metrics; and discuss early insights into what aspects of the current code are functioning well or need improvement.

MEETING 2:

Present the key findings from Tasks 1–3, outline preliminary recommendations, and lead a discussion to gather the committee's feedback.

MEETING 3:

Provide a brief recap of Meeting 2 and overall project status, then present the results of Tasks 4 and 5, along with draft recommendations, followed by a facilitated discussion for feedback.

MEETING 4:
Review and discuss the first full draft of the zoning ordinance and overlays, capturing detailed feedback and flagging any legal or technical concerns.

MEETING 5:
Review and discuss the near-final zoning ordinance and overlays, outline adoption logistics, and confirm the rollout and training plan.

Open House (One Proposed) - The Inspire team will facilitate one public visioning open house. We will prepare several activities and boards to engage community members and solicit feedback on the current zoning, future land use vision, permitting process, and more. The information collected at this public open house will inform the content of the zoning ordinance and overlay districts update. Examples of activity stations are as follows:

GREETERS/SIGN-IN/INTRODUCTION: *We will create a sign-in sheet for attendees to provide their contact information. One of our team members will greet community members and explain the organization of the room, though all Inspire staff present at the event will be available to clarify activity instructions or answer questions. We will also provide children's activities because we encourage all members of the community to attend and participate in this open house.*

STATION 1: ***Where are we now?*** *At this first stop, participants will orient themselves to Stonecrest's current conditions and zoning challenges, as well as goals identified in the Comprehensive Plan. Maps displaying existing zoning districts, overlay boundaries, and the future land-use map will be displaced, and residents will place dot stickers on a board labeled "What issues affect you most?"—allowing them to quickly signal the code topics that concern them, from mismatched land uses to environmental protection gaps. The combination of large-format visuals and instant dot-voting captures top-of-mind concerns and provides the project team with a clear snapshot of where the community sees the greatest need for change.*

STATION 2: ***What's working/what's not?*** *Invites participants to share their firsthand experiences with the current zoning and overlay regulations. Flip charts and/or boards/maps will be organized by themes such as zoning, permitting, design standards, and overlays, allowing visitors to comment on what they believe is effective and what needs improvement.*

STATION 3: ***Code concepts.*** *Introduce early ideas and potential tools that could be incorporated into the new code—such as expedited review processes, context-based overlays, or green infrastructure standards. Participants will provide real-time feedback through dot-voting and written comments, helping the team gauge public support and identify any areas of concern before drafting begins.*

Task 7: Evaluation of Existing Neighborhoods, Corridors, & Districts
Inspire will work with staff to identify key areas—historic neighborhoods, major corridors, environmental areas, and emerging districts—where context-sensitive zoning and regulations are essential to support neighborhood preservation, commercial reinvestment, and future-focused redevelopment. We'll conduct fieldwork, analyze market conditions, and work closely with Staff to identify these context-sensitive areas.

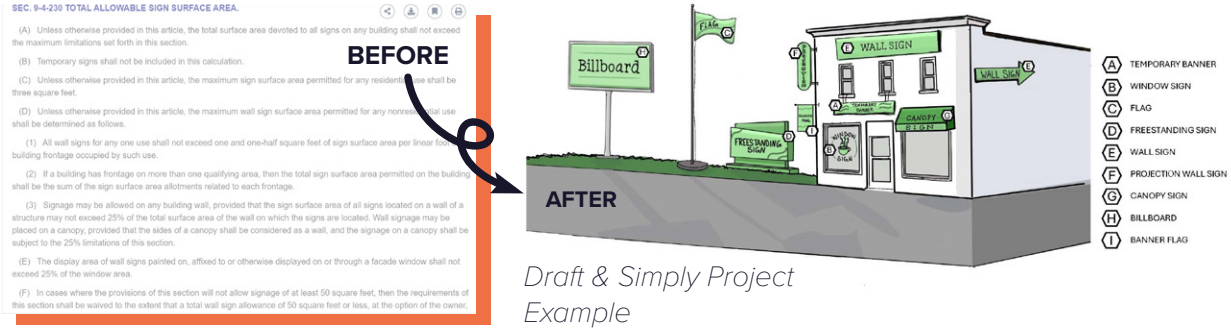
Task 8: Drafting the Document
Inspire will deliver three full drafts of the updated zoning ordinance and overlays, each with integrated graphics, diagrams, and tables to enhance usability. All drafts will be clearly annotated and tracked for transparency.

Public Draft Workshop (One Proposed) - Once Inspire has an initial draft of the zoning ordinance and overlay districts, we will publish the draft on the Social Pinpoint website and host one workshop where community members can provide their feedback on the draft. At this workshop, the Inspire team may provide a brief presentation to inform residents of the changes made and how the draft has incorporated prior community feedback.

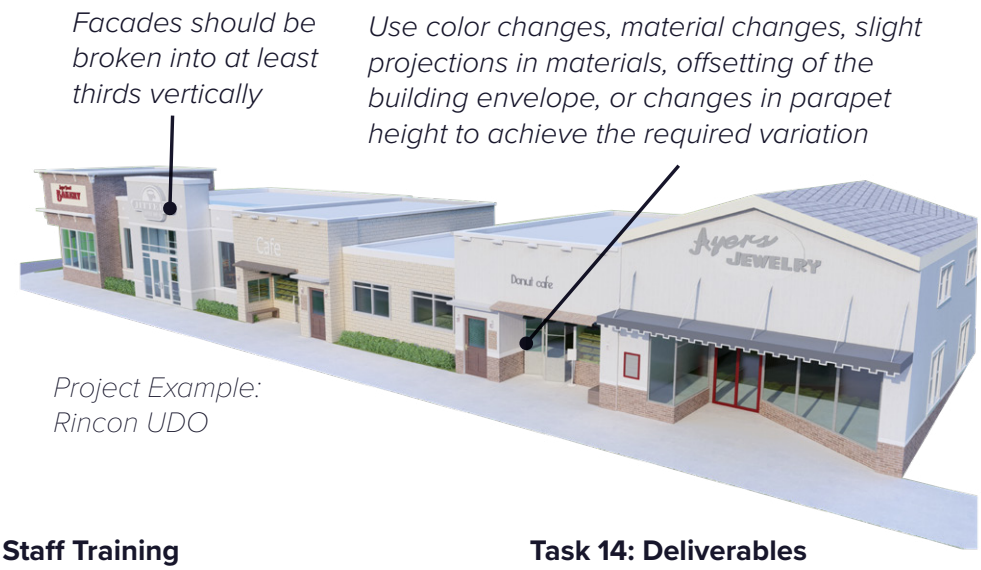
Task 9: Executive Summary Report
Alongside the final ordinance, Inspire will provide a well-organized executive summary that outlines major changes, community input, recommendations, and a summary of meetings and stakeholder engagement activities. This document can serve as a tool for Council members, City staff, and the public to understand the project's scope and outcomes.

Task 10: Presentations
Inspire will deliver up to five presentations to the Steering Committee (outlined in task 6), including at least one informal, interactive session with staff, stakeholders, or the community. Each meeting will be structured as a dialogue, scheduled around key project milestones, and supported by clear visuals and plain-language summaries to promote understanding.

Task 11: Integration into User-Friendly Formats
Working closely with City staff and its information technology vendors/team, Inspire's final product will be fully digital and designed for integration into the City's website. We will provide interactive versions with hyperlinking, internal navigation, and dynamic zoning maps where feasible. We will coordinate file formatting and submission to ensure smooth implementation.



Draft & Simply Project Example



Project Example: Rincon UDO

Task 12: Staff Training
Inspire will provide tailored training materials, recorded webinars, and live Q&A sessions to help staff implement and enforce the new code. We will remain available for up to three months following adoption to answer questions, refine internal processes, and support successful onboarding.

Task 13: Legal Review
Our team includes two code-focused attorneys to ensure compliance and consistency with state and federal case law, as well as the enforceability of the zoning ordinance and overlay districts. The draft ordinance will undergo internal QA/QC by our team and will then be provided for legal review by our team's attorneys. However, that review is not enough to make a great zoning ordinance and overlay district update. While attorneys excel at limiting liability and maximizing defensibility, a great zoning ordinance and overlay district update must also achieve the vision and the intent of the City's leadership, local values, and adopted, community-supported plans. Our community planners will ensure that happens.

Task 14: Deliverables
Final deliverables will include:

- All drafts of the Zoning Ordinance and Overlay District code
- Final fully formatted digital version of the Zoning Ordinance and Overlay District code
- A zoning map;
- An executive summary (and the matrix);
- All presentation materials and engagement documentation;
- Staff training materials;
- All source files and editable documents.

Project Example: Rincon UDO: Hovering Over Text

TIMELINE

Meetings | Steering Committee Meeting & Presentation | Draft Document
Open House | Public Draft Workshop | Staff Review

TASKS	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13
PROJECT MANAGEMENT													
Kick-off Meetings With Staff	●												
Identify Steering Committee Members	●												
Bi-Weekly Meetings with Staff		●	●	●	●	●	●	●	●	●	●	●	●
SCOPE OF WORK													
TASK 1. Diagnosis of Existing Code of Ordinances & Overlay Districts		■	■										
TASK 2. Review of Development Regulations			■	■									
TASK 3. Review of Overlay Districts				■	■								
TASK 4. Zoning Map					■	■							
TASK 5. Review of the Fee Structure				■	■								
TASK 6. Community Engagement		▲		▲	✸ ▲			▲ ■		▲			
TASK 7. Evaluation of Existing Neighborhoods, Corridors, & Districts					■	■							
TASK 8. Drafting the Document				■	■	■	■	■	■	■	■		
TASK 9. Executive Summary Report									■	■	■		
TASK 10. Presentations		▲		▲	▲			▲		▲			
TASK 11. Integration into User-Friendly Formats											■		
TASK 12. Staff Training											■	■	■
TASK 13. Legal Review											■	■	
TASK 14. Deliverables												■	■

At Inspire, we understand the importance of balancing multiple priorities while ensuring that every project receives the attention it deserves. We have a flexible approach to scheduling and prioritizing City requests, starting with regular check-ins and establishing clear milestones early in the project. Our team is structured to handle concurrent tasks efficiently, and we commit to working closely with City staff to adjust timelines as needed based on evolving priorities. With our current workload and capacity, we are well-positioned to take on this project without compromising quality or timelines. We maintain a responsive approach to address any urgent needs while ensuring long-term progress through regular bi-weekly meetings and ongoing communication.

Inspire will proactively identify potential project constraints early on and work closely with Stonecrest to develop practical solutions. By maintaining regular communication and adjusting workflows as needed, we ensure that timelines and expectations remain realistic. Our flexible approach allows us to address challenges quickly and efficiently, keeping the project on track without compromising quality.

REFERENCES

06

Inspire
PLACEMAKING COLLECTIVE

BIDDER REQUIRED REFERENCES

The Bidder shall provide Five (5) references specific to providing Zoning Ordinance & Overlay District Rewrite Consultant Services in the State of Georgia. At least Three (3) reference shall be a local, county, state, or federal entity. **FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE WIIL RESULT IN BIDDER BEING DEEMED NON-RESPONSIVE.**

Services must be for similar scope of services, similar to the requirements of the solicitation this solicitation, specifications, and scope of work.

Include the owner's name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.

A. PRIME BIDDER'S NAME: Inspire Placemaking Collective, Inc.

CLIENT NO. 1 - Name of company/firm to be contacted: Effingham County, GA

Address: 804 South Laurel Street, Springfield, GA 31329

Contact Person: Steve Candler, Director of Development

Phone No: (912) 754.2128 Ext. 31329

Contact E-Mail Address: Scandler@effinghamcounty.org

Project Performance Period: 11/21 to 10/24
(Dates should be in mm/yy format)

Project Name: Land Development Regulations

Location of Project: Effingham County, GA

Description of the overall scope: Performed planning, zoning, subdivision regulations, and community engagement services

Description of work that was self-performed by Bidder:
Effingham County hired Inspire to update its comprehensive plan and overhaul its land development regulations. This update focused on streamlining requirements, while conducting substantial public engagement efforts, including workingwith the County staff to create an appropriate list of stakeholders for a steering committee consisting of appointedofficials, County Administration, staff of key County departments, members of relevant County boards and commissions,landowners, developers, Realtors, design and construction professionals, neighborhood groups, business owners, and others.

CLIENT NO. 2 - Name of company/firm to be contacted: City of Rincon, GA

Address: 302 South Columbia Ave, Rincon, GA 31326

Contact Person: Teri Lewis, AICP Director of Planning

Phone No: (912) 826.5996 ext 113

Contact E-Mail Address: tlewis@rinconga.gov

Project Performance Period: 12/23 to 02/25
(Dates should be in mm/yy format)

Project Name: Unified Development Ordinance

Location of Project: Rincon, GA

Description of the overall scope: Provided land development code and public engagement services

Description of work that was self-performed by Bidder:

Rincon is a high growth area within Effingham County, GA. The City has a joint Comprehensive Plan with character areas which it intended to incorporate in to the ordinance. The existing ordinances were outdated and not unified. The City requested a Unified Development Ordinance which created a more user-friendly, visually intuitive code. Public engagement and feedback were critically important to the City, resulting in a community engagement plan that included stakeholder meetings, a dedicated project website, and a public open house.

CLIENT NO. 3 - Name of company/firm to be contacted: City of Pensacola, FL

Address: 222 West Main Street Pensacola, FL 32502

Contact Person: Cynthia Cannon, AICP, Planning & Zoning Division Manager

Phone No: (850) 435.1670

Contact E-Mail Address: Ccannon@cityofpensacola.com

Project Performance Period: 09/2023 to Ongoing
(Dates should be in mm/yy format)

Project Name: Land Development Code Assessment & Update

Location of Project: Pensacola, FL

Description of the overall scope: Provided land development regulation services

Description of work that was self-performed by Bidder:

As part of Phase 1, Inspire performed a thorough assessment of the adopted Land Development Code (LDC) and recommended amendments for the rewrite of the code. Tasks included developing a matrix listing the proposed changes, preparing a new outline to reorganize the code, holding work sessions with staff and stakeholders to go through potential recommended changes, and developing an approach for the update of the LDC. Phase 2 includes the actual rewrite of the LDC to address the matrix recommendations. This phase includes a robust public engagement process and adoption hearings.

CLIENT NO. 4 - Name of company/firm to be contacted: Town of Moncks Corner, SC

Address: 118 Carolina Avenue Moncks Corner, SC 29461

Contact Person: Justin Westbrook

Phone No: (843) 719.7913

Contact E-Mail Address: J.westbrook@monckscornersc.gov

Project Performance Period: 02/2025 to Ongoing
(Dates should be in mm/yy format)

Project Name: Unified Development Ordinance

Location of Project: Moncks Corner, SC

Description of the overall scope: Provided code writing, public engagement, and GIS mapping services

Description of work that was self-performed by Bidder:
The Town of Moncks Corner recently adopted an update to the Comprehensive Plan. The implementation of the Plan included modifications to the Town's code requirements. The Town contracted with Inspire to not only update the ordinances, but to create a new Unified Development Ordinance (UDO). The UDO is currently underway and intended to be predictable, consistent of clear language, and have graphics to make the document more user friendly. Inspire has created a thoughtful brand for the project and an interactive website that helps garner feedback and input throughout the process.

CLIENT NO. 5 - Name of company/firm to be contacted: City of Greenville, NC

Address: 200 W. 5th St, Greenville, NC 27858

Contact Person: Les Everett, Planning Director

Phone No: (252) 329.4513

Contact E-Mail Address: leverett@greenvillenc.gov

Project Performance Period: 03/2024 to Ongoing
(Dates should be in mm/yy format)

Project Name: Unified Development Ordinance

Location of Project: Greenville, NC

Description of the overall scope: Provided planning, GIS mapping, and public engagement services.

Description of work that was self-performed by Bidder:

Inspire is preparing the City's first Unified Development Ordinance (UDO) to incorporate design standards for the downtown and surrounding area and to improve code organization, streamline regulations, and create conditional zoning regulations. The UDO is a community-driven process centered on the last update to the Comprehensive Plan and needs of the public. The regulations were outdated and conflicting and the goal of the project was to craft predictable standards by which to design and build, while focusing on pedestrian-friendly, sustainable development.

APPENDIX: FORMS & ATTACHMENTS

07

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ATTACHMENT "A"

PROPOSER'S REQUIRED FORMS

Proposers are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Proposer's submittal being deemed non-responsive, non-responsible and may be rejected.

Proposer **MUST** submit its bid response electronically and MUST confirm its submittal in order for the City to receive a valid response through *Bidnet*.

RFP-0003-25
Zoning Ordinance & Overlay District Rewrite Consultant Services

PROPOSERS CHECKLIST

Proposer's are expected to examine this RFP form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Proposer's risk.

All notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the RFP. All Proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each Proposer shall furnish the information required in accordance with the RFP solicitation and Attachment "A" Proposer's Required Forms.

Proposer's must complete, sign and submit with their Proposals, all forms herein. Failure to submit these forms will render such proposal's responses non-responsive.

PROPOSAL CHECK LIST:

Proposers are cautioned to check their proposal very carefully, using the following checklist:

- ☑ Proposer's Certification Page signed and notarized
- ☑ All required forms completed, signed and notarized (as applicable)
- ☑ Price Proposal Form, including Hourly Rate.
- ☑ Proposal Electronically submitted as specified

It is the Proposer's responsibility to check Bidnet prior to submitting a bid response to ascertain if any addenda have been issued, to obtain such addenda and return signed addenda with the bid.

THE CITY OF STONECREST GEORGIA

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General Terms and Conditions, Scope of Services, Proposal Submittal Instructions and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the Request for Proposal (RFP) at the prices or rates quoted in my proposal. I agree that my price proposal will remain firm for a period of up to One Hundred and Twenty (120) days in order to allow the City adequate time to evaluate the responses. Furthermore, I agree to abide by all conditions of the RFP.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer as its act and deed and that the Firm is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Stonecrest or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Inspire Placemaking Collective, Inc. — NAME OF BUSINESS

Gkramer@inspireplacemaking.com — E-MAIL ADDRESS

BY: _____
SIGNATURE OF AUTHORIZED OFFICER OR AGENT

George Kramer, President
PRINTED NAME AND TITLE

4767 New Broad Street
MAILING ADDRESS

Orlando, FL 32814
CITY, STATE, ZIP CODE

407.917.0441
TELEPHONE NUMBER

TYPE: Office

George Kramer, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Nancy A Pfaff
Notary Public Signature

Nancy A Pfaff
Notary Name, Printed, Typed or Stamped

(SEAL)

Notary Public State of Florida
Nancy A Pfaff
My Commission HH 377724
Expires 3/23/2027

Commission Number: HH 377724 Commission Expires: 3/23/27

RFP-0003-25
Zoning Ordinance & Overlay District Rewrite Consultant Services

THE CITY OF STONECREST GEORGIA

STATEMENT OF QUALIFICATIONS

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate from the Georgia Department of Revenue (https://dor.georgia.gov/taxes/register-new-business-georgia).

Company Name: (Legal Registration): Inspire Placemaking Collective, Inc.

Address: 4767 New Broad Street

City: Orlando State: FL Zip: 32814

Telephone No. 407.917.0441 FAX No. N/A Email: Gkramer@inspireplacemaking.com

Does your firm qualify for SBE MBE or WBE status: **SBE __ MBE __ WBE __ LOCAL __**

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid submittal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	4/22/2025				

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or RFP pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal submittal complies with the full scope of this solicitation. If this section does not apply to your proposal, simply mark N/A. **If Bidder is requesting any variation(s) or exception(s) to the specifications, terms and conditions, you must submit a written statement with your bid submittal.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed bid I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings. This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted By: George Kramer **Signature:**

Title: President **Date:** 5/12/25

AUTHORIZED SIGNATORIES

The Bidder/Proposer represents that the following *principals* are authorized to sign bids, proposals, negotiate, and/or sign contracts and related documents to which the bidder/proposer will be duly bond. Principal is defined as an employee, officer, or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number
George Kramer	President	407.202.8387
Sarah Sinatra Gould	Vice President	954.205.3272

George Kramer
Authorized Signature / Name

Date: 5/6/25

President
Title

Federal Employer I.D. No. (FEIN): 92-1495717

Inspire Placemaking Collective, Inc.
Legal Business Name

Dun and Bradstreet No.: 12-411-2481

Website Address: https://www.inspireplacemaking.com/

Principal Place of Business Address: Orlando, Orange, FL (Headquarters)
(City/County/State)

Telephone Number: 407.917.0441

Type of Business/Organization (check appropriate box):

(a) ___ Sole Proprietorship ___ Partnership ___ Non-Profit ___ Joint Venture ☑ Corporation
___Other - Specify

(b) State of Incorporation: Florida

JOINT VENTURE FIRMS

Joint venture firms must complete and submit with their Bid/Proposal Response this form. Include a copy of the formal written and executed Joint Venture Agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties "respective roles, responsibilities, and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint Venture will not be accepted. Failure to timely submit the required form along with the formal written and executed Joint Venture Agreement may result in disqualification of your Bid/Proposal Response.

PURCHASING POLICY ADDENDUM

I, George Kramer, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at https://www.stonecrestga.gov/Procurement.aspx and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

THIS CERTIFICATION is submitted by George Kramer (Authorized Officer or Agent Print) the President (Title)

of Inspire Placemaking Collective, Inc. (Name of Company)

SIGNATURE

5/6/25

DATE

RFP-0003-25
Zoning Ordinance & Overlay District Rewrite Consultant Services

THE CITY OF STONECREST GEORGIA

CONFLICT OF INTEREST DISCLOSURE FORM

Purpose

This Conflict-of-Interest Disclosure form is provided to assist Proposer's in screening for potential organizational conflicts of interest. The award of this contract is subject to the State of Georgia Purchasing Act relating and O.C.G.A Conflict-of-Interest Disclosure requirements.

Term: The term "Conflict of Interest" refers to situations in which financial or other personal consideration may adversely affect or have the appearance of adversely affecting an employee's professional judgement in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

All Proposers **MUST** disclose with their proposal the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Proposers must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposers company, firm or any of its subsidiaries. The Conflict-of-Interest Disclosure Form **MUST** be submitted along with your proposal submittal.

Please check one of the following statements and attach additional documentation if necessary:

☑ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

ACKNOWLEDGED BY:

Name: George Kramer

Title: President

Signature: _____

Company/Firm Name: Inspire Placemaking Collective, Inc.

Address: 4767 New Broad Street, Orlando, FL 32814

Phone: 407.917.0441 E-mail Address: Gkramer@inspireplacemaking.com

Date: 5/6/25

RFP-0003-25
Zoning Ordinance & Overlay District Rewrite Consultant Services

THE CITY OF STONECREST GEORGIA

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stonecrest, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stonecrest license/permit and /or contract for

_____

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. George Kramer I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: ___ Date: 5/6/25

Printed Name: George Kramer

* Alien Registration number for non-citizens: N/A

**** PLEASE INCLUDE A COPY OF YOUR PERMERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (No. 2).**

* Note: O.C.G.A.§ 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Other Identifying Number: N/A

George Kramer, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Nancy A Pfaff — Notary Public Signature

Nancy A Pfaff — Notary Name, Printed, Typed or Stamped

HH 377724 — Commission Number

3/23/27 — Commission Expires

(SEAL)

Notary Public State of Florida
Nancy A Pfaff
My Commission HH 377724
Expires 3/23/2027

RFP-0003-25
Zoning Ordinance & Overlay District Rewrite Consultant Services

THE CITY OF STONECREST GEORGIA

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of the Official Code of Georgia Annotated (O.C.G.A.) Sections 50-24-1 through 50-24-6 of, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and

(2) Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with Inspire Placemaking Collective, Inc. (Contractor), _____ certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

THIS CERTIFICATION is submitted by George Kramer (Authorized Officer or Agent Print) the President (Title)

of Inspire Placemaking Collective, Inc. (Name of Company)

Signature 5/6/25 Date

George Kramer who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Nancy A Pfaff

Notary Public Signature

Nancy A Pfaff

Notary Name, Printed, Typed or Stamped

Commission Number: HH 377724

Commission Expires: 3/23/27

(SEAL)

Notary Public State of Florida
Nancy A Pfaff
My Commission HH 377724
Expires 3/23/2027

THE CITY OF STONECREST GEORGIA

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
"E-VERIFY"

Contractor(s) Name: Inspire Placemaking Collective, Inc.

Address: 4767 New Broad Street, Orlando, FL 32814

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

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

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

72760
E Verify ™ Company Identification Number

3/24/2023
Date of Authorization

BY: _____
(Authorized Officer or Agent)

President
Title

Date: 5/6/25

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

Other Identifying Number: N/A

The foregoing instrument was acknowledged before me this 6th day of May 2025 by George Kramer, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Nancy A Pfaff
Notary Public Signature

Nancy A Pfaff
Notary Name, Printed, Typed or Stamped

(SEAL)

Notary Public State of Florida
Nancy A Pfaff
My Commission HH 377724
Expires 3/23/2027

Commission Number: HH377724 Commission Expires: 3/23/27

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

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

92-1495717 — Federal Work Authorization User Identification Number

10/27/2022 — Date of Authorization

N/A — Name of Subcontractor

N/A — Name of Project

N/A — Name of Public Employer

The foregoing instrument was acknowledged before me this _____ day of _____20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____ (SEAL)
Notary Public Signature

_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

THE CITY OF STONECREST GEORGIA

INDEMNIFICATION CLAUSE

Contractor shall indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

George Kramer — Proposer's Name

Signature

5/6/25 — Date

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 6th day of May 2025, by George Kramer who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Nancy A Pfaff
Notary Public Signature

Nancy A Pfaff
Notary Name, Printed, Typed or Stamped

Commission Number: HH 377724

Commission Expires: 3/23/27

(SEAL)

Notary Public State of Florida
Nancy A Pfaff
My Commission HH 377724
Expires 3/23/2027

RFP-0003-25
Zoning Ordinance & Overlay District Rewrite Consultant Services

NON-COLLUSION STATEMENT

By signing its Proposal, the Proposers certifies that its Proposal is made independently and free from collusion. Proposers shall complete and submit the Non-Collusion Affidavit Form, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Proposer.

Failure of a Proposers to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

Proposer, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

ACKNOWLEDGED BY:
George Kramer
Proposer's Name

Signature

President
Title

5/6/25
Date

Inspire Placemaking Collective, Inc.
Company/Firm Name

4767 New Broad Street, Orlando, FL 32814
Address

407.914.0441
Phone Number

Gkramer@inspireplacemaking.com
E-Mail Address

The foregoing instrument was acknowledged before me this 6th day of May 2025 by George Kramer who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Nancy A Pfaff
Notary Public Signature

Nancy A Pfaff
Notary Name, Printed, Typed or Stamped

(SEAL)

Notary Public State of Florida
Nancy A Pfaff
My Commission HH 377724
Expires 3/23/2027

Commission Number: HH 377724 Commission Expires: 3/23/27

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: Inspire Placemaking Collective, Inc.
Vendor FEIN: 92-1495717
Vendor's Authorized Representative Name and Title: George Kramer, President
Address: 4767 New Broad Street
City: Orlando State: Florida Zip: 32814
Phone Number: 407.917.0441
Email Address: Gkramer@inspireplacemaking.com

Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth $100,000.00 or more.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to O.C.G.A. § 50-5-84 the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:

Name: George Kramer

Title: President

Signature:

Date: 5/6/25

RFP-0003-25
Zoning Ordinance & Overlay District Rewrite Consultant Services

INSURANCE

PROPOSER **MUST** SUBMIT PROOF OF INSURABILITY WITH THEIR PROPOSAL TO BE CONSIDERED RESPONSIBLE TO THIS SOLICITATION.

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (This may be modified, as the City deems appropriate)

The successful Proposer must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

INSPPLA-01 ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Ins. Co.	30104
INSURER B : Hudson Insurance Company	25054
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Inspire Placemaking Collective, Inc.
4767 New Broad Street
Orlando, FL 32814

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			21 SBA AV4H7E	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			21 SBA AV4H7E	1/1/2024	1/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			21 SBA AV4H7E	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liab			PRB 06 19 118024	1/1/2024	1/1/2025	Per Claim	1,000,000
B				PRB 06 19 118024	1/1/2024	1/1/2025	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Proposal Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE CITY OF STONECREST GEORGIA

ATTACHMENT "B"
PRICE PROPOSAL FORM
ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120) DAYS AFTER BID OPENING.

RFP NO.: 0003-25, Zoning Ordinance and Overlay District Rewrite Consultant Services

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The price(s) will apply for the entire term of the agreement. The price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Proposer will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B" - Price Proposal Form is not utilized by the Bidder, the bid shall be considered non-responsive.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Price Proposal Form with your own version.**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Price Proposal submitted is made in conformance with all requirements of the solicitation. In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Company Name: Inspire Placemaking Collective, Inc.

FEID #: 92-1495717

Address: 4767 New Broad Street, Orlando, FL 32814

Authorized Signature: [signature]

Printed / Typed: George Kramer Title: President

E-mail: Gkramer@inspireplacemaking.com

Date: 5/6/25 Phone: 407.202.8387 Fax: N/A

This section of the Proposal should contain all pricing information related to performing consultant services as described in this Request for Proposal (RFP).

If it should become necessary for the City of Stonecrest to request the Consultant to perform additional work as a result of the specific recommendations during this engagement, then such additional work shall be performed only upon mutual agreement between the City and the Firm. Any such additional work agreed to between the City of Stonecrest and the firm shall be performed utilizing the rates set forth below.

Hourly rates include all required equipment, tools, machines, software, and out-of-pocket expenses as defined in the Scope of Services. Expenses are considered job overhead costs and are not billable.

HOURLY BILLING RATE	
Consultant Services	$ $130 - $245 **Per Hour**
TASK'S: Total cost for each task to be performed by Consultant	
Task 1: Diagnosis of existing Code of Ordinance and Overlay Districts	$ 20,170
Task 2: Review of the Development Regulations	$ 8,600
Task 3: Review of the Overlay Districts	$ 8,600
Task 4: Zoning Map	$ 8,600
Task 5: Review of the Fee Structure	$ 8,600
Task 6: Community Engagement/Public Outreach	$ 17,700
Task 7: Evaluation of Existing Neighborhoods, Corridors and Districts	$ 2,890
Task 8: Drafting the Document	$ 12,350
Task 9: Executive Summary Report	$ 10,925
Task 10: Presentations	$ 7,200
Task 11: Integration of the New Ordinance into User-Friendly Formats	$ 4,950
Task 12: Staff Training	$ 8,600
Task 13: Legal Review	$ 3,620
Task 14: Deliverables	$ 25,300
TOTAL COST:	$ 148,105

Request for Proposal Number: RFP-0003-25	EVALUATION COMMITTEE MEMBERS: LG = LaKeisha Gains, RP = Reginald Powell, SQ = Shawanna Qawiy
Zoning Ordinance Overlay District Rewrite Consultant Services	
BIDNET EVALUATION: Final Evaluation, Scores, Ranking, Shortlisting and Final Selection.	

RESPONDENTS:	Inspire Placemaking Collective, Inc.				Sizemore Group, LLC				SLV Enterprises, LLC			
CRITERIA REQUIREMENTS:	LG	RP	SQ	AVERAGE	LG	RP	SQ	AVERAGE	LG	RP	SQ	AVERAGE
CRITERIA 1 -PROFILE OF FIRM/INDIVIDUAL												
Provide a brief description of the following: •Provide a brief profile outlining the Proposer's expertise and experience, including experience performing zone ordinance and overlays rewrite consulting services., number of years of experience. •Provide a description of relevant experience on previous similar projects working with State, Federal, County, and/or Municipality governmental entities. •Provide information for the key personnel who will be assigned to this project and who will be the primary responsible party performing the scope of services requested herein. •Provide a description of proposer's ability to manage tasks simultaneously and expeditiously. •Provide a description of proposer's process and method used to ensure State, Federal and Local government zoning and overlay rewrites rules, policies, and regulations are properly incorporated into current and past ordinances to ensure compliance. •Describe the local availability of personnel that will be assigned to work with the City. **(25 Points)**	22.00	20.00	23.50	21.83	22.00	20.00	25.00	22.33	20.00	15.00	23.00	19.33
Subtotal	22.00	20.00	23.50	21.83	22.00	20.00	25.00	22.33	20.00	15.00	23.00	19.33
AVERAGE SCORE:	21.83				22.33				19.33			

CRITERIA 2 - QUALIFICATIONSAND EXPERIENCE OF FIRM/TEAM/INDIVIDUAL	Inspire Placemaking Collective, Inc.				Sizemore Group, LLC				SLV Enterprises, LLC			
The Proposer shall provide a brief description of the firms/individual experience and ability to perform the scope of services herein. In addition, provide the following: •Resumes of staff to be assigned to perform the scope of services described herein, include the following; Professional educational background and qualifications relevant to the scope of services described herein. Highlight relevant specialized experience (professional categories) relevant to performing the scope of services described herein (must be similar in nature, size, complexity and environment type specifically with respects to small organizations and government/municipality agencies).(**25 Points**)	LG	RP	SQ	AVERAGE	LG	RP	SQ	AVERAGE	LG	RP	SQ	AVERAGE
	21.00	21.00	23.00	21.67	22.00	25.00	25.00	24.00	18.00	20.00	21.00	19.67
Subtotal	21.00	21.00	23.00	21.67	22.00	25.00	25.00	24.00	18.00	20.00	21.00	19.67
AVERAGE SCORE:	21.67				24.00				19.67			

CRITERIA 3 - Approach :	Inspire Placemaking Collective, Inc.				Sizemore Group, LLC				SLV Enterprises, LLC			
	LG	RP	SQ	AVERAGE	LG	RP	SQ	AVERAGE	LG	RP	SQ	AVERAGE
Proposers shall provide a description of Proposers' approach to accomplishing the scope of services described herein. •Describe proposers' approach to becoming familiar with a new client's operations. •Describe proposer's methodology including specific policies, procedures, or techniques to be used in performing the scope of services described herein. •Provide a description of the process that will be used for ensuring compliance with State, Federal, Local and City regulations and requirements. •Describe the manner in which the Proposer intends to segment public engagement. •Describe Proposers' approach to the scheduling of work and prioritizing the City's requests. oCurrent workload and capacity. •Describe Proposer's understanding and approach to dealing with the effects of anticipated project constraints. •Provide a detailed timeline consisting of anticipated actions that will be taken by the Proposer from the launch through completion	21.00	25.00	32.50	26.17	23.00	30.00	33.00	28.67	20.00	25.00	29.00	24.67
Subtotal	21.00	25.00	32.50	26.17	23.00	30.00	33.00	28.67	20.00	25.00	29.00	24.67
AVERAGE SCORE:	26.17				28.67				24.67			
CRITERIA 4 - REFERENCES:	Inspire Placemaking Collective, Inc.				Sizemore Group, LLC				SLV Enterprises, LLC			
Provide a minimum of five (5) client references, three (3) of which shall be municipalities for which the firm / individual has performed work of a similar nature to that solicited in the RFP. References shall be for services performed within a five (5) year period (current/past). **(All Firms that submit the required references will automatically receive 5 Points)**	LG	RP	SQ	AVERAGE	LG	RP	SQ	AVERAGE	LG	RP	SQ	AVERAGE
	5.00				5.00				5.00			
PROCUREMENT DEPARTMENT DETERMINATION:	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
SUBTOTAL:	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
TOTAL SCORES	69.00	71.00	84.00	74.67	72.00	80.00	88.00	80.00	63.00	65.00	78.00	68.67
AVERAGE TECHNICAL PROPOSAL SCORES:	74.67				80.00				68.67			
PROCUREMENT DEPARTMENT DETERMINATION - (Attachment "A" - Proposer's Required Forms & Proposal Format Requirements):	Provided Required Forms and Proposal Format Requirements Compliant				Provided Required Forms and Proposal Format Requirements Compliant				Provided Required Forms and Proposal Format Requirements Compliant			
INITIAL RANKING:	2				1				3			
SHORTLISTED (YES/NO):	YES				YES				NO			
CRITERIA 4 - PRICE PROPOSAL (FEES):	Inspire Placemaking Collective, Inc.				Sizemore Group, LLC				SLV Enterprises, LLC			
Proponent shall outline a pricing schedule that identifies all pricing elements discussed in the proposl to accomplish the City requirements. Pricing that is identified in unit measures (price per hour, day, week, etc.) shall also be accompanied by an estimated number of units expected to complete the task. (**20 Points**)	PROCUREMENT				PROCUREMENT				PRICE PROPOSAL NOT EVALUATED: FIRM DID NOT MEET THE MINIUM 70 POINTS TO MOVE FORWARD TO PRICE PROPOSAL EVALUATION PHASE			

PRICE PROPOSAL:	$148,105.00	$344,030.00	
PRICE PROPOSAL POINTS (20 Points): (Low Price / Proposer's Price) x Price Points = Proposer's Awarded Points.	10.00	4.31	
TECHNICAL PROPOSAL AND PRICE PROPOSAL SCORES:	84.67	84.31	
RESPONDENTS:	Inspire Placemaking Collective, Inc.	Sizemore Group, LLC	
FINAL RANKING:	1	2	
Note:			
Prepared By: Tanisha Boynton, Procurement Official			

RFP-0003-25, Zoning Ordinance & Overlay District Rewrite Consultant Services

PROPOSER'S							Inspire Placemaking Collective, Inc.		Sizemore Group		SLV Enterprises, LLC	
Item No	**Description**	**Brand Preference**	**UOM**	**Item No**	**Quote type**	**Quantity**	**Price**	**Total Cost**	**Price**	**Total Cost**	**Price**	**Total Cost**
1	Task 1: Diagnosis of existing Code of Ordinance and Overlay Districts	Not Applicable - Service Item	Lump-Sum	1	Bid	1	$20,170.00	$20,170.00	$29,680.00	$29,680.00	**Firm did not meet the minimum 70 Points required to move forward to the Price Proposal Evaluation Phase.**	
2	Task 2: Review of the Development Regulations	Not Applicable - Service Item	Lump-Sum	2	Bid	1	$8,600.00	$8,600.00	$6,660.00	$6,660.00		
3	Task 3: Review of the Overlay Districts	Not Applicable - Service Item	Lump-Sum	3	Bid	1	$8,600.00	$8,600.00	$9,140.00	$9,140.00		
4	Task 4: Zoning Map	Not Applicable - Service Item	Lump-Sum	4	Bid	1	$8,600.00	$8,600.00	$20,540.00	$20,540.00		
5	Task 5: Review of the Fee Structure	Not Applicable - Service Item	Lump-Sum	5	Bid	1	$8,600.00	$8,600.00	$10,440.00	$10,440.00		
6	Task 6: Community Engagement/Public	Not Applicable - Service Item	Lump-Sum	6	Bid	1	$17,700.00	$17,700.00	$77,765.00	$77,765.00		
7	Task 7: Evaluation of Existing Neighborhoods, Corridors and Districts	Not Applicable - Service Item	Lump-Sum	7	Bid	1	$2,890.00	$2,890.00	$13,480.00	$13,480.00		
8	Task 8: Drafting the Document	Not Applicable - Service Item	Lump-Sum	8	Bid	1	$12,350.00	$12,350.00	$99,060.00	$99,060.00		
9	Task 9: Executive Summary Report	Not Applicable - Service Item	Lump-Sum	9	Bid	1	$10,925.00	$10,925.00	$9,930.00	$9,930.00		
10	Task 10: Presentations	Not Applicable - Service Item	Lump-Sum	10	Bid	1	$7,200.00	$7,200.00	$23,825.00	$23,825.00		
11	Task 11: Integration of the New Ordinance into User-Friendly Formats	Not Applicable - Service Item	Lump-Sum	11	Bid	1	$4,950.00	$4,950.00	$3,070.00	$3,070.00		
12	Task 12: Staff Training	Not Applicable - Service Item	Lump-Sum	12	Bid	1	$8,600.00	$8,600.00	$14,760.00	$14,760.00		
13	Task 13: Legal Review	Not Applicable - Service Item	Lump-Sum	13	Bid	1	$3,620.00	$3,620.00	$21,340.00	$21,340.00		
14	Task 14: Deliverables	Not Applicable - Service Item	Lump-Sum	14	Bid	1	$25,300.00	$25,300.00	$4,340.00	$4,340.00		
						TOTAL:	**$148,105.00**		**$344,030.00**			

PROFESSIONAL SERVICES AGREEMENT FOR
Zoning Ordinance and Overlay Rewrite Consultant Services

This Professional Services Agreement ("Agreement") is made and entered into this ____day of _____, 2025, by and between the **CITY OF STONECREST, GEORGIA** ("City"), and Inspire Placemaking Collective, Inc. ("Consultant").

WITNESSETH:

WHEREAS, Consultant is engaged in the business of providing engineering design services for RFP-0003-25, Zoning Ordinance and Overlay Rewrite Consultant Services; and

WHEREAS, the City of Stonecrest sought proposals from qualified vendors for consultant services; and

WHEREAS, the City desires to engage the Consultant, and Consultant agrees to render certain consultant services to the City pursuant to the terms and conditions set forth below.

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

1. **SERVICES.** Consultant agrees to provide professional services to the City as detailed in **Exhibit A** ("Services"). If any services to be performed are not specifically listed in Exhibit A or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Consultant agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.

2. **COMPENSATION.** In consideration for Services, the City shall pay to Consultant a fee not to exceed the amounts indicated in **Exhibit B** ("Cost Proposal"). The City agrees to pay Consultant's invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Consultant acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City by December 31, 2025. ("Initial Term"). This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed one (1) year, unless the City provides written notice of non-renewal to Consultant thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein. The Agreement shall terminate absolutely without further obligation on the part of the City at the end of each year.

4. RELATIONSHIP OF THE PARTIES.

(a) Consultant. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Consultant. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Consultant. It is expressly agreed that Consultant is acting as an Consultant and not as an employee in providing the Services under this Agreement.

(b) Employee Benefits. Consultant shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

(c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Consultant under this Agreement. Consultant shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

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

6. TERMINATION FOR DEFAULT.

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Consultant, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Consultant fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Consultant fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Consultant shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Consultant shall continue the

performance of this Agreement to the extent not terminated hereunder.

(c) Except with regard to defaults of subcontractors, the Consultant shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Consultant and the subcontractor, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Consultant to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Consultant was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

(e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and

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

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

11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**

    (a) Consultant warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.

    (b) Consultant agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E.**

    (c) Consultant 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 Consultant hereunder or which in any manner affect this Agreement.

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

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

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

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

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

(a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;

(b) Consultant is not presently subject to any agreement with a competitor or with any other party that will prevent Consultant from performing in full accord with this Agreement; and

(c) Consultant is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Consultant shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

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

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

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

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

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

If to the City:

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

With copies to:

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

If to the Consultant:

Inspire Placemaking Collective, Inc.
817 West Peachtree Street, Suite A-145
Atlanta, Ga. 30308
Email: ssinatra@inspireplacemaking.com

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

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

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

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

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

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

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

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

Executed on behalf of:

CITY OF STONECREST, GEORGIA,

BY:

TITLE:

[Seal]

ATTEST (sign here):
Name (print):

DATE:

APPROVED AS TO FORM: _____
City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

Executed on behalf of:

INSPIRE PLACEMAKING COLLECTIVE, INC.

BY (sign here): _____

Name (print): Sara Sinatra Gould

Title: Vice President

[Corporate Seal]

ATTEST (sign here): _____

Name (print): JAY McLEOD

Title: Dir. of Comprehensive Planning

DATE: 07/08/2025

INSPIRE CORPORATE SEAL INSPIRE PLACEMAKING COLLECTIVE INC

EXHIBIT A
SERVICES

1. Introduction:
The Consultant will assist City staff with the rewriting of the current Zoning Code of Ordinances and Overlay Districts for the City of Stonecrest, community engagements and presenting recommendations before the public and City Council. The Consultant will work with staff in ensuring the zoning code of ordinances and overlays are consistent and concise in form and based on State, Federal, Local regulations and City standards. Changes to the current ordinances and overlays are necessary to provide for a more conventional zoning standard in newer, largely built out areas, and implement standards that support walkable, mixed-use neighborhoods in the current and yet-to-be developed areas of the City and established neighborhoods.

2. Scope of Services:
The final work product will be developed in conjunction with City staff but the scope of work should include the following:

    1. Task 1: Diagnosis of existing Code of Ordinance and Overlay Districts:
        1. The Consultant will work closely with City staff in producing a diagnosis of the existing Code of Ordinances and all overlay districts.

        2. The Consultant will review for consistency between established zoning districts, regulations and existing conditions. The reviews will include but are not limited to the Stonecrest 2038 Comprehensive Plan, LCI Studies and any other related plans.

        3. The Consultant will review and identify Plan Goals, Objectives and Recommendations to ensure the new Code of Ordinances and Overlays will be consistent and cohesive with planning documents.

        4. The Consultant shall identify any issues that need further review and provide an outline for needed meetings that will establish content and regulations and any amendments.

        5. The Consultant will review and make recommendations on all specific zoning districts and review all procedures and make recommendations on best practices to be incorporated for all boards and council. This should include the most efficient timeline while ensuring each board and council, as well as the public having adequate time to review and make informed decisions on proposals.

    3. Task 2: Review of the Development Regulations:
    The Consultant will review, update the current overlay districts and will create new districts that will reflect the internal process of the City.

    4. Task 3: Review of the Overlay Districts:
    The Consultant will review and update the overlay districts that will reflect the internal process of the City.

5. Task 4: Zoning Map:
The Consultant will update the zoning map to match new districts, amendments, overlay districts and other changes.

6. Task 5: Review of the Fee Structure:
The Consultant will review the current fee structure for development and permitting fees. The review will include but is not limited to recommendations for fees related to trades, building permits, engineering review fees, inspection and construction mitigations fees.

7. Task 6: Community Engagement/Public Outreach:
The Consultant will develop a detailed public engagement outreach/participation plan designed to inform community stakeholders and the general public on the benefits of re-writing the zoning ordinance, as well as conducting regular meetings and web/social media interaction throughout the process. The Consultant will conduct five (5) stakeholder interviews. These may be conducted by conference calls or virtual meetings with the stakeholder groups.

8. Task 7: Evaluation of Existing Neighborhoods, Corridors and Districts:
The City of Stonecrest contains many unique areas that will warrant context-sensitive regulations. Staff will work with the consultant to identify these and new areas.

9. Task 8: Drafting the Document:
The Consultant will prepare three (3) drafts of the zoning ordinance with overlays, including graphics, for review by staff and the stakeholder committee(s), culminating in a final version to be acted upon by the Planning and Zoning Commission and the City Council.

10. Task 9: Executive Summary Report:
The Consultant will prepare executive summaries describing recommendations and a supporting document describing the process, meeting attendance, and stakeholder interviews.

11. Task 10: Presentations:
Minimum Five (5). At least one of the five presentations shall include an informal, interactive session.

12. Task 11: Integration of the New Ordinance into User-Friendly Formats:
The consultant will work with City staff as well as its information technology vendors to make the newly written ordinance accessible and interactive with the public.

13. Task 12: Staff Training:
The Consultant shall provide resources to assist City staff with implementation of the new code through a 'start-up' period not to exceed three (3) months.

14. Task 13: Legal Review:
Provide a legal opinion on the enforceability of the zoning ordinance.

15. Task 14: Deliverables:

Digital copy of all documents, including 15 copies of the final report and zoning ordinance which includes the amended maps.

EXHIBIT B

COST PROPOSAL

This section of the Proposal should contain all pricing information related to performing consultant services as described in this Request for Proposal (RFP).

If it should become necessary for the City of Stonecrest to request the Consultant to perform additional work as a result of the specific recommendations during this engagement, then such additional work shall be performed only upon mutual agreement between the City and the Firm. Any such additional work agreed to between the City of Stonecrest and the firm shall be performed utilizing the rates set forth below.

Hourly rates include all required equipment, tools, machines, software, and out-of-pocket expenses as defined in the Scope of Services. Expenses are considered job overhead costs and are not billable.

HOURLY BILLING RATE	
Consultant Services	$ $130 - $245 **Per Hour**
TASK'S: Total cost for each task to be performed by Consultant	
Task 1: Diagnosis of existing Code of Ordinance and Overlay Districts	$ 20,170
Task 2: Review of the Development Regulations	$ 8,600
Task 3: Review of the Overlay Districts	$ 8,600
Task 4: Zoning Map	$ 8,600
Task 5: Review of the Fee Structure	$ 8,600
Task 6: Community Engagement/Public Outreach	$ 17,700
Task 7: Evaluation of Existing Neighborhoods, Corridors and Districts	$ 2,890
Task 8: Drafting the Document	$ 12,350
Task 9: Executive Summary Report	$ 10,925
Task 10: Presentations	$ 7,200
Task 11: Integration of the New Ordinance into User-Friendly Formats	$ 4,950
Task 12: Staff Training	$ 8,600
Task 13: Legal Review	$ 3,620
Task 14: Deliverables	$ 25,300
TOTAL COST:	$ 148,105

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

The Consultant shall provide minimum insurance coverage and limits as per the following: The Consultant shall file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Consultant must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

INSURANCE REQUIREMENTS:
The successful Consultant or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (**Proof of insurability must be submitted with bid submittal**).

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence
- $2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- $1,000,000 per occurrence for Property Damage
- $1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Service Providers.

Professional Liability Insurance (Errors and Omissions):
Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each occurrence, and $2,000,000 annual aggregate.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If the Service Provider does not own vehicles, the Service Provider shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9, as amended. Any Service Provider performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than $100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

EXHIBIT D

DRUG FREE WORKPLACE

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

_____, and I further certify that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: _____

_____ _____ _____

BY: Authorized Officer or Agent (Contractor Signature) Date

_____

Title of Authorized Officer or Agent of Contractor

_____

Printed Name of Authorized Officer or Agent

EXHIBIT E

PURCHASING POLICY ADDENDUM

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

_____ _____
BY: Authorized Officer or Agent Date
(Contractor Signature)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

_____
Date

EXHIBIT F

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name**:** _____

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

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

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

_____
EEV/Basic Pilot Program* User Identification Number

_____ _____
BY: Authorized Officer or Agent Date
(Contractor Name)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

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

_____
Notary Public
My Commission Expires: _____

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

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution for the Renewal of the City of Civility Designation

AGENDA SECTION: (*check all that apply*)

☐ **PRESENTATION** ☐ **PUBLIC HEARING** ☐ **CONSENT AGENDA** ☐ **OLD BUSINESS**

☒ **NEW BUSINESS** ☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

CATEGORY: (*check all that apply*)

☐ **ORDINANCE** ☒ **RESOLUTION** ☐ **CONTRACT** ☐ **POLICY** ☐ **STATUS REPORT**

☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

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

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

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

Current Council Meeting: Monday, July 28, 2025

SUBMITTED BY: Sonya Isom, City Clerk

PRESENTER: Jazzmin Cobble, Mayor

PURPOSE: The City of Civility designation for the City of Stonecrest is up for renewal. The city is following the renewal process in order to continue being recognized for its commitment to fostering civility within the community.

FACTS: Click or tap here to enter text.

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

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

ATTACHMENTS:

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

STATE OF GEORGIA
CITY OF STONECREST

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA PLEDGING TO PRACTICE AND PROMOTE CIVILITY IN THE CITY OF STONECREST; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and the City Council of the City of Stonecrest (the "City Council"), the governing body of the City of Stonecrest, Georgia (the "Municipality"), recognizes that robust debate and the right to self-expression, as protected by the First Amendment to the United States Constitution, are fundamental rights and essential components of democratic self-governance; and

WHEREAS, the City Council further recognizes that the public exchange of diverse ideas and viewpoints is necessary to the health of the community and the quality of governance in the Municipality; and

WHEREAS, the members of the City Council, as elected representatives of the community and stewards of the public trust, recognize their special role in modeling open, free and vigorous debate while maintaining the highest standards of civility, honesty and mutual respect; and

WHEREAS, City Council meetings are open to the public and thus how City officials execute their legal duties is on public display; and

WHEREAS, civility by City officials in the execution of their legislative duties and responsibilities fosters respect, kindness and thoughtfulness between City officials, avoiding personal ill will which results in actions being directed to issues made in the best interests of residents; and

WHEREAS, civility between City officials presents an opportunity to set a positive example of conduct and promotes thoughtful debate and discussion of legislative issues, resulting in better public policy and a more informed electorate while also encouraging civil behavior between residents; and

WHEREAS, civility between City officials is possible if each member of the elected body remembers that they represent not only themselves, but the constituents of their district and city; and

WHEREAS, in order to publicly declare its commitment to civil discourse and to express its concern for the common good and well-being of all of its residents, the City Council has determined to adopt this resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA, HEREBY RESOLVES, the City of Stonecrest pledges to practice and promote civility within the governing body as a means of conducting legislative duties and responsibilities.

BE IT FURTHER RESOLVED, The elected officials of the City Council enact this civility pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of the City of Stonecrest.

BE IT FURTHER RESOLVED, This pledge strives to ensure that all communication be open, honest, and transparent as this is vital for cultivating trust and relationships.

BE IT FURTHER RESOLVED, This pledge strives to show courtesy by treating all colleagues, staff and members of the public in a professional and respectful manner whether in-person, online or in written communication, especially when we disagree.

BE IT FURTHER RESOLVED, This pledge strives to ensure mutual respect to achieve municipal goals, recognizing that patience, tolerance and civility are imperative to success and demonstrates the Council's commitment to respect different opinions, by inviting and considering different perspectives, allowing space for ideas to be expressed, debated, opposed, and clarified in a constructive manner.

BE IT FURTHER RESOLVED, This pledge demonstrates our commitment against violence and incivility in all their forms whenever and wherever they occur in all our meetings and interactions.

BE IT FINALLY RESOLVED, The City of Stonecrest expects members of the public to be civil in its discussion of matters under consideration by and before the City Council, with elected officials, staff, and each other.

ADOPTED this ___ day of _____, 20____.

[SIGNATURES ON FOLLOWING PAGE]

Jazzmin Cobble
Mayor

Alecia Washington
District 3 Councilmember

Tara Graves
District 1 Councilmember

George Turner
District 4 Councilmember

Terry Fye
District 2 Councilmember

Tammy Grimes
District 5 Councilmember

ATTEST:

City Clerk

AS TO FORM:

City Attorney

CITY COUNCIL AGENDA ITEM

SUBJECT: Fairington Road Sidewalk Project Update – CDBG Grant -DeKalb County

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: CDBG Agreement**

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

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

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

Current Council Meeting: Monday, July 28, 2025

SUBMITTED BY: Michael McCoy, Deputy City Manager

PRESENTER: Michael McCoy, Deputy City Manager, Hari Karikaran, City Engineer & Allen Mitchell, DeKalb County Community Development Director

PURPOSE: To approve an subrecipent agreement between DeKalb County and the City to allow the City to receive Community Development Block Grant (CDBG) for the fairington road sidewalk project.

FACTS: On April 8, 2024, City of Stonecrest applied for a Community Block Grant (CDBG) for construction of Fairington Road Sidewalk. The City received an approval letter from Dealb County Community Development Department on January 6, 2025 for a Community Block Grant (CDBG) for an award amount of $500,000. The CDBG funds will be used to complete the Fairington road sidewalk project. Staff is requesting City Council approval to accept the subreceipent agreement CDBG grant and associated funds. Staff is requesting authorization to allow the Mayor and City Clerk to execute the subrecipent agreement. Upon execution of the subreceipient agreement, staff will proceed with releasing and Invitation to Bid (ITB) to obtain bids from the contractors with the hopes of awarding a contract to the

CITY COUNCIL AGENDA ITEM

lowest, responsive and responsible bidder to complete this project. The engineering design phase for the sidewalk has already been completed and GDOT Encroachment permit have been obtained.

OPTIONS: Approve, Deny, Defer N/A

RECOMMENDED ACTION: Approve Staff is requesting approval to accept and authorized the execution of the subreceipent agreement between DeKalb County and the City for the CDBG award amount of $500,000.00

ATTACHMENTS:

(1) Attachment 1 - Subrecipient Agreement Between DeKalb County and City of Stonecrest
(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.

SUBRECIPIENT AGREEMENT
BETWEEN DEKALB COUNTY, GEORGIA AND THE CITY OF STONECREST, GEORGIA
Community Development Block Grant Program ("CDBG")
[non-acquisition]

This Subrecipient Agreement ("CONTRACT") is made this ___day of _, _____2025 ("Effective Date"), by and between DeKalb County, Georgia, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter sometimes referred to as the "COUNTY") and the City of Stonecrest, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter sometimes referred to as "SUBRECIPIENT").

WITNESSETH:

WHEREAS, the COUNTY has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), Public Law 93-383, from the Community Development Block Grant Program ("CDBG") and desires to provide CDBG funds to the SUBRECIPIENT to assist in utilizing the funds; and

WHEREAS, the COUNTY and the SUBRECIPIENT have an existing Cooperation Agreement related to CDBG and on July 9, 2024, the COUNTY's Governing Authority approved the 2024-2028 Consolidated Plan, which included this allocation of CDBG funds to the SUBRECIPIENT for the activities described herein; and

WHEREAS, on April 22, 2025, DeKalb County's Governing Authority approved the contract for the City of Stonecrest Fairington Road Sidewalk Project ("Project") for an amount not to exceed Five Hundred Thousand Dollars ($500,000.00); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I.

This CONTRACT shall commence on the Effective Date and shall terminate on July 31, 2026 ("Expiration Date"), unless terminated earlier in accordance with the provisions herein or unless extended by Change Order adopted and approved by the COUNTY's Governing Authority and the SUBRECIPIENT in accordance with the terms of this CONTRACT. Notwithstanding the foregoing, the terms of this CONTRACT shall remain in effect during any period that SUBRECIPIENT has control of CDBG funds or other program assets, including program income.

II.

The SUBRECIPIENT agrees to perform all services necessary to complete the construction of 4752 linear feet of a 6-foot-wide sidewalk from 5665 Fairington Road to 2861 Fairington Road and comply with scope of work and the requirements stated on **Exhibit A**, which is attached hereto and by reference made a part hereof.

III.

The SUBRECIPIENT agrees to submit a budget acceptable to the COUNTY showing the planned expenditure of any funds to be received from the COUNTY and to maintain accurate records of the expenditure and disposition of such funds, such records to be in accordance with applicable laws, regulations and executive orders, and made available for inspection and audit by the COUNTY. The budget is identified as Exhibit B and is attached hereto and by reference made a part hereof.

IV.

The COUNTY designates the Director of DeKalb County Community Development Department as its point of contact, coordinator, and liaison person with SUBRECIPIENT in the execution of the terms of this CONTRACT.

V.

The COUNTY agrees that it will disburse to the SUBRECIPIENT an amount not to exceed **FIVE HUNDRED THOUSAND AND 00/100^{THS} Dollars ($500,000.00)** from the CDBG funds. If the COUNTY receives any reduction in the CDBG funding during the life of this CONTRACT, the total cap paid under this CONTRACT shall automatically be reduced by the same percentage of reduction for the same period. However, in calculating the percentage of reduction to be applied to the total cap paid under this CONTRACT, the parties shall not use a time period exceeding one (1) fiscal year.

Any disbursements will be made upon receipt of proper invoice submitted to and approved by the Community Development Director after performance of the services or after an eligible expense is incurred, not in advance.

VI.

The SUBRECIPIENT shall be responsible from the time of signing the CONTRACT, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property. The SUBRECIPIENT shall exonerate, indemnify, and save harmless the COUNTY from

and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this CONTRACT or by conditions created thereby or arising out of or any way connected with work performed under this CONTRACT and shall assume and pay for, without cost to the COUNTY, the defense of any and all claims, litigation, and actions suffered through any act or omission of the SUBRECIPIENT, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The SUBRECIPIENT expressly agrees to defend against any claims brought or actions filed against the COUNTY where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

VII.

The SUBRECIPIENT shall furnish the following along with contract documents sent to the COUNTY for execution.

A. Certificate(s) of Insurance in companies doing business in Georgia and acceptable to DeKalb County covering:

1. Statutory Worker's Compensation Insurance, or proof that the SUBRECIPIENT is not required to provide such coverage under state law;
2. Commercial Liability Insurance covering all operations and automobiles:
   a. With limit of $300,000 each occurrence for bodily injury -- general liability coverage, and with limits of $100,000 each person and $300,000 each occurrence -- automobile liability coverage.
   b. With limit of $100,000 Property Damage each occurrence -- general liability coverage and automobile liability coverage.

B. Certificate(s) of Insurance must be executed in accordance with the following provisions:

1. Certificate(s) to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this CONTRACT;

2. Certificate(s) to contain the locations and operations to which the insurance applies;

3. Certificate(s) to contain the SUBRECIPIENT'S protective coverage for any Subcontractor's operations;
4. Certificate(s) to contain the SUBRECIPIENT'S contractual insurance coverage;
5. Certificate(s) to be **issued** to:

DeKalb County, Georgia
The Maloof Center, Purchasing & Contracting
1300 Commerce Drive
Decatur, Georgia 30030

C. The SUBRECIPIENT shall be wholly responsible for securing certificate(s) of insurance coverage as set forth above for all Subcontractors who are engaged in this work.

D. The SUBRECIPIENT agrees to carry statutory Worker's Compensation Insurance and to have all Subcontractors likewise carry statutory Worker's Compensation Insurance or provide proof that such coverage is not required under state law.

VIII.

Precedent to the execution of this CONTRACT and before the starting of any work, the SUBRECIPIENT shall furnish to the COUNTY a Certificate of Insurance covering its Fidelity Bond in at least the total amount of this CONTRACT. Surety Company shall be acceptable to the COUNTY and licensed to do business in the State of Georgia.

IX.

The SUBRECIPIENT shall comply with all federal laws and regulations governing the use of CDBG funds specifically including, without limitation, those requirements set forth in Subpart K of 24 CFR Part 570, 24 CFR 570.502, the requirements set forth in Exhibit E, CDBG Addendum, attached hereto and incorporated herein by reference, the circulars governing the program including Office of Management and Budget Circular Nos. A-110 and A-122, and other regulations that may be promulgated by the federal government, including applicable Executive Orders. The SUBRECIPIENT does not assume the COUNTY'S environmental responsibilities described at Section 570.604 nor the COUNTY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52.

Further, in accordance with the provisions of 49 CFR Part 24 of the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs; Final Rule and Notice, the SUBRECIPIENT will comply with the regulations as they relate to activities that involve the acquisition of real property or the displacement of persons, or businesses including displacement caused by rehabilitation and demolition activities. The SUBRECIPIENT will obtain approval from the COUNTY prior to initiating any such activities.

X.

If any program income is received by the SUBRECIPIENT, it shall be returned to the COUNTY within thirty (30) days of its receipt. Any program income on hand when the CONTRACT expires, or received after the CONTRACT'S expiration, shall be paid to the COUNTY as required by 24 CFR § 570.503(b)(8). Upon expiration of this CONTRACT, the SUBRECIPIENT shall transfer to the COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SUBRECIPIENT'S control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall be either:

(i) Used to meet one of the national objectives in 24 CFR § 570.503(b)(8) (formerly Section 570.901) until five years after expiration of the CONTRACT; or

(ii) The SUBRECIPIENT shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of or improvement to the property.

During the term of this CONTRACT and until five years after the expiration of the CONTRACT, the SUBRECIPIENT shall not change the planned use of the property improved with CDBG funds, including the beneficiaries of such use, unless specific written approval from the COUNTY is provided in advance of the change.

XI.

This CONTRACT may be modified or amended by mutual agreement of the parties; however, no waiver, modification, or amendment of any term, condition, or provision of this CONTRACT will be valid, or of any force or effect, unless made in writing, approved by the respective parties governing bodies, and properly executed by the parties authorized representatives. Renewal of this CONTRACT may be accomplished through the process of amendment or modification as provided for herein.

XII.

Notwithstanding any other CONTRACT provision, either party may **unilaterally** terminate this CONTRACT at any time, in whole or in part, with or without cause so long as the same is done in accordance with 2 CFR 200, which applies. The party wishing to terminate will terminate by delivering to the other party a Notice of Termination specifying the terms, extent, and effective date of termination. The effective date of termination shall be at least thirty (30) days after the date of the Notice of Termination.

If the CONTRACT is terminated as provided herein, and if any funds have been expended by the COUNTY in accordance with this CONTRACT, the COUNTY will provide the SUBRECIPIENT a written termination plan that identifies any funds that must be paid back to the COUNTY and any written obligations which must be satisfied by the SUBRECIPIENT pursuant to the CONTRACT prior to termination of the CONTRACT. The specific requirements of the termination plan shall be in accordance with this CONTRACT and shall be at the sole discretion of the COUNTY.

XIII.

For the purposes of this CONTRACT, any notices required to be sent to the parties hereof shall be mailed to the following respective addresses:

SUBRECIPIENT	COUNTY
City of Stonecrest	DeKalb County, Georgia
3120 Stonecrest Blvd., Suite 190	The Maloof Center, Purchasing & Contracting
Stonecrest, GA 30038	1300 Commerce Drive
	Decatur, Georgia 30030

XIV.

It is the intent of the parties that nothing contained herein shall be interpreted to assign to the SUBRECIPIENT any status under this CONTRACT other than that of an independent contractor.

XV.

This CONTRACT shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this CONTRACT shall be brought in the courts of DeKalb County, Georgia.

XVI.

Both parties agree that the validity, interpretation, all rights, and all obligations hereto shall be governed, controlled and defined by and under the laws of the State of Georgia.

XVII.

Pursuant to O.C.G.A. §13-10-91, the COUNTY cannot enter into a contract for the physical performance of services unless the contractor, subcontractor(s), and sub-subcontractor(s), as that term is defined by state law, register, and participate in the Federal Work Authorization Program to verify specific information on all new employees. SUBRECIPIENT certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. SUBRECIPIENT agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Exhibit C. SUBRECIPIENT agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, SUBRECIPIENT will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit D. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term.

XVIII.

In the event any provision of this CONTRACT is held to be unenforceable for any reason, the remainder of the CONTRACT shall be in full force and effect and enforceable in accordance with its terms.

XIX.

SUBRECIPIENT acknowledges that the COUNTY is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., and considers all information submitted as part of the CONTRACT to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, unless a court order is presented with the relevant record, or the relevant record is exempt from disclosure pursuant to O.C.G.A. § 50-18-72.

XX.

The following exhibits attached hereto and incorporated herein form an essential part of the Agreement: Exhibit A, Scope of Work; Exhibit B, Budget; Exhibit C: Contractor Affidavit; Exhibit D: Subcontractor Affidavit, Exhibit E, CDBG Addendum and Exhibit F, Davis Bacon Wage Rates. To the extent that any term or condition of this Agreement conflicts with Exhibit E, the CDBG Addendum, the terms of Exhibit E shall govern. The certifications attached to Exhibit E must be fully completed by SUBRECIPIENT.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, the day and date hereinabove written.

CITY OF STONECREST

By: _____(SEAL)
Signature

Jazzmin Cobble
Name (Typed or Printed)

Mayor
Title

_____
Federal Tax I.D. Number

DEKALB COUNTY, GEORGIA

_____(SEAL)
LORRAINE COCHRAN-JOHNSON
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

_____
Signature

Sonya Isom, CMC
Name (Typed or Printed)

City Clerk
Title

ATTEST:

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

APPROVED AS TO SUBSTANCE:

_____
Allen Mitchell, Department Director

APPROVED AS TO FORM:

_____
Assistant County Attorney Signature
DeKalb County Law Department

CERTIFICATE OF CORPORATE RESOLUTION

I, Sonya Isom, certify the following:

That I am the appointed and authorized City Clerk of the City of Stonecrest, Georgia (hereinafter referred to as the "CITY"), a municipal corporation duly and legally created by the General Assembly of the State of Georgia,

That said CITY has, through lawful resolution of the City Council of the CITY, duly authorized and directed Jazzmin Cobble, in his/her official capacity as Mayor of the CITY, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

The purpose of this project is to provide all services necessary to complete the construction of 4,752 Linear feet of a 6-foot-wide sidewalk from 5665 Fairington Road to 2861 Fairington Road.

That the foregoing Resolution of the City Council has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal.

This the day _____ of _____, 2025.

_____(CORPORATE SEAL)
City Clerk

City of Stonecrest
Fairington Road Sidewalk Project

Exhibit A

Statement of Services

The City of Stonecrest (hereafter known as the "CITY") agrees to provide all services necessary to complete the construction of 4752 Linear feet of a 6-foot-wide sidewalk from 5665 Fairington Road to 2861 Fairington Road.

The project will include but not be limited to:

- Tree Removal
- Grading Complete
- Sidewalk Construction
- Sidewalk Repair/Replacement
- Removal and Replacement of existing curb

The CITY further agrees to comply with the terms outlined in items 1 through 9 and to maintain the necessary documentation. The CITY will submit the following information to the Community Development Department Director for approval prior to action, implementation, or reimbursement for related services:

1. Request for construction bid documents prior to advertising. The bidding process must be open and competitive.

2. A complete copy of the bid package to be provided to prospective bidders must be submitted prior to soliciting bids. The Community Development Department will provide copies of required Davis-Bacon materials and Section 3 requirements to be incorporated into the bid package.

3. The names of all contractors and subcontractors that submitted bids and were recommended for award of the construction services contract. The selected contractor must not be on HUD's List of Parties Excluded from Federal Procurement or Non-procurement Programs.

4. A copy of the proposed contract for construction services which outlines all services to be rendered, schedules for completion, and estimated costs, and resources to pay for costs to the Community Development Department for review prior to execution.

5. A copy of the executed contract for construction services with contract specifications to the Community Development Department.
6. Any proposed contract amendments or change orders affecting the scope or cost of the work to be performed.

7. The CITY agrees to submit reports on all CITY activities related to this contract as requested by the Community Development Director. A copy of all final executed contracts, agreements, and change orders; and documentation of all expenses relating to the use of Community Development Block Grant funds shall be submitted with the request for reimbursement.

8. On a monthly basis, the CITY shall submit the Section 3 Reporting Form describing all activities undertaken by the Agency to address the Section 3 guidelines. This narrative should identify any new hires and/or individuals trained at the City who meet the definition of a Section 3 resident. A Section 3 resident is defined as a public housing resident or a low- or very low-income resident of the County. The format to be used is attached to this Exhibit A.

9. Provide as requested any additional reports or information necessary to meet project requirements as determined and requested by the Community Development Department.

If the CITY fails to comply with these requirements, the CITY agrees to reimburse all Community Development Block Grant funds or an amount proportional to the time of noncompliance as solely determined by the County.

City of Stonecrest
Fairington Road Sidewalk Project
Exhibit B

Budget Summary

Cost Category	**Budget**
Construction of 4752 feet of new sidewalk, sidewalk replacement, grading, new curb, tree removal, and contingency	$500,000
Total	$500,000

Community Development Block Grant funds in the amount of $500,000 shall be used by the City of Stonecrest for services related to construction of 4752 linear feet of a 6-foot-wide sidewalk. The total project cost is $500,000. Funds will be reimbursed to the CITY upon receipt and approval by the Community Development Department of the necessary documentation to support expenditures. The total amount shall not exceed $500,000 for the contract period.

Exhibit C
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or CITY which is contracting with DEKALB COUNTY, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program*[1]1 [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91].

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, then the contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08[2] or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, at the time the subcontractor(s) is retained to perform such service.

_____
Employment Eligibility Verification Program (EEV)/ Basic Pilot Program* User Identification Number

55412
DeKalb County EEV Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer or Agent
(Contractor Name)

_____
Date

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

___ DAY OF _____, 2025

_____
Notary Public
My Commission Expires: _____

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

[2] **See,** O.C.G.A. § 13-10-90; O.C.G.A. § 13-10-91; Rules of Georgia Department of Labor, "Georgia Security and Immigration Compliance Act" of 2006; Rule 300-10-1-07, and Rule 300-10-1-.08.

Exhibit D
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or CITY which is engaged in the physical performance of services under a contract with_____ (Name of Contractor) on behalf of DEKALB COUNTY, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program*2 [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91].

_____
Employment Eligibility Verification Program (EEV)/ Basic Pilot Program* User Identification Number

55412
DeKalb County EEV Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer or Agent
(Subcontractor Name)

_____ Date

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

___ DAY OF _____, 2025

Notary Public
My Commission Expires: _____

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

Exhibit E
DeKalb County – CDBG Subrecipient Agreement Addendum

Notice: DeKalb County, Georgia ("Grantee") has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), Public Law 93-383, from the Community Development Block Grant Program ("CDBG") and desires to provide CDBG funds to the City of Stonecrest (hereinafter, "Subrecipient") as a subrecipient pursuant to the Contract to which this Addendum is attached ("the Contract" or "the Agreement").

Subrecipient certifies that the activities carried out under this Agreement meets one of the CDBG program's National Objectives and has been explicitly informed and understands that the following apply to the execution and performance of all parts of the Contract:

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Subrecipient must have a financial management system that meets Federal standards as described in 2 CFR 200.302.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under the Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; Financial records as required by 24 CFR 570.502, and 2 CFR 200;

f. Other records necessary to document compliance with Subpart K of 24 CFR 570; and

g. Records related to client data demonstrating client eligibility for services provided, including, but not limited to, client name, address, income level or other basis for determining eligibility along with description of service provided.

1. Subrecipient understands that client information collected under this con private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited applicable state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

2. Retention and Access to Records

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated in the Contract, including this Exhibit E.

3. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

4. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

C. Procurement and Travel

1. OMB Standards

Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

2. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

D. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable.

3. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

4. Women and Minority-Owned Businesses (W/MBE) and Local Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the contract as required by 2 CFR 200.321. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In accordance with Section 3 of the Housing and Community Development Act of 1968, Subrecipient will make reasonable efforts to award contracts for construction-related work to eligible business concerns, as defined by 24 CFR Part 75, located in or owned by residents of the target area.

5. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

7. Subcontract Provisions

The Subrecipient will include the provisions of Paragraph D. Civil Rights in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

E. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area, and tha

contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing metropolitan area in which the project is located."

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

F. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Monitoring

The Subrecipient will monitor all subcontracted services contemplated in Exhibit A on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

b. Content

The Subrecipient shall cause the relevant provisions of this Exhibit E to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

7. Acknowledgement of CDBG funding

The Subrecipient shall insure recognition of the role of the Grantee in carrying out the activities authorized pursuant to the Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Environmental Conditions

1. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act, 42 U.S.C., 7401, et seq.; Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

2. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of the Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

3. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

4. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

H. Reporting and Program Income

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract, if applicable. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

I. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

J. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences. Subrecipient shall obtain approval from Grantee prior to initiating any such activities.

K. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

L. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

CERTIFICATION REGARDING LOBBYING
(31 CFR Part 21 – New Restrictions on Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Name of Subrecipient

_____
Signature of Subrecipient's Authorized Official

_____
(Print name and title of person signing above)

Date: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. Subrecipient certifies to the best of its knowledge and belief, that it and its principles:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

   d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where Subrecipient is unable to certify to any of the statements in this certification, Subrecipient shall attach an explanation to this Certification.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

_____
Name of Subrecipient

_____
Signature of Subrecipient's Authorized Official

_____
(Print name and title of person signing above)

Date: _____

Exhibit F

Davis Bacon Wage Rates

"General Decision Number: GA20250003 01/03/2025

Superseded General Decision Number: GA20240003

State: Georgia

Construction Type: Highway

Counties: Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, Dekalb, Douglas, Fayette, Forsyth, Greene, Gwinnett, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Morgan, Newton, Paulding, Pickens, Pike, Rockdale, Spalding and Walton Counties in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	♦ Executive Order 14026 generally applies to the contract. ♦ The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	♦ Executive Order 13658 generally applies to the contract. ♦ The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order m1n1mum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

[I[

Modification Number
0

Publication Date
01/03/2025

SUGA2022-003 07/12/2024

	Rates	Fringes
CARPENTER	$ 32.68	0.00
CEMENT MASON/CONCRETE FINISHER	$ 30.37	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 17.23 **	2.23
LABORER: Common or General	$ 18.70	0.00
LABORER: Pipelayer	$ 22.42	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 23.53	3.63
OPERATOR: Bulldozer	$ 24.68	2.59
OPERATOR: Crane	$ 39.31	0.00
OPERATOR: Grader/Blade	$ 26.18	4.28
OPERATOR: Loader	$ 22.37	1.40
OPERATOR: Milling Machine	$ 29.67	6.29
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 23.62	4.10
OPERATOR: Roller	$ 18.89	3.99
OPERATOR: Screed	$ 21.00	4.22
TRAFFIC CONTROL: Flagger	$ 14.80 **	2.76
TRUCK DRIVER: Dump Truck	$ 22.21	3.58
TRUCK DRIVER: Lowboy Truck	$ 25.43	4.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is **awarrlPrl**[l[(**rl**y

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after January •,
2017.

If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHO in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

END OF GENERAL DECISION"

CITY COUNCIL AGENDA ITEM

SUBJECT: Panola Shoals Additional Design Services

AGENDA SECTION: (*check all that apply*)

☐ **PRESENTATION** ☐ **PUBLIC HEARING** ☐ **CONSENT AGENDA** ☐ **OLD BUSINESS**

☒ **NEW BUSINESS** ☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

CATEGORY: (*check all that apply*)

☐ **ORDINANCE** ☐ **RESOLUTION** ☒ **CONTRACT** ☐ **POLICY** ☐ **STATUS REPORT**

☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

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

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

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

Current Council Meeting: Monday, July 28, 2025

SUBMITTED BY: Michael McCoy, Deputy City Manager

PRESENTER: Michael McCoy, Deputy City Manager/Hari Karikaran, City Engineer

PURPOSE: To amend contract to include engineering of record services by CERM for Panola Shoals Streambank Restoration Project

FACTS: Council awarded a Contract to PE Structures and Associates, LLC for the Construction of South River Riverbank Restoration and Stabilization at Panola Shoals on April 8, 2024. Two major rainfall events resulted in severe erosion after the site was cleared. First flooding completely changed the site conditions, and the city engaged the contractor to perform a survey and completely redesign the walls and slopes. The second rainfall event caused additional erosion and the Design Engineer, During this emergency situations, CERM provided engineering of record services which included site visits and attending meetings with the Contractor to secure the site and modify the original design. These services were provided as an emergency. An additional $92,571.00 is needed to pay CERM for the services rendered. The Funding Source is 2025 SPLOST Funds.

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

CITY COUNCIL AGENDA ITEM

RECOMMENDED ACTION: Approval, Staff recommends approval of Contract Amendment No. 3 in the amount of $92,571.00 to pay CERM for services rendered during an emergency.

ATTACHMENTS:

(1) Attachment 1 - Supplemental Proposal for Design Update, Engineering of Record, and Construction Engineering Inspection
(2) Attachment 2 - Contract Amendment No.3
(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.

August 18, 2024

Ms. Gia Scruggs, MBA, CPM
City Manager
City of Stonecrest
3120 Stonecrest Blvd.,
Stonecrest, GA 30038
T: 770-224-0200
M: 470-542-0017
gscruggs@stonecrestga.gov

RE: **Supplemental Proposal for Design Update, Engineering of Record, and Construction Engineering Inspection**
South River Stream Bank Restoration at Panola Shoals Trailhead
City of Stonecrest, GA
CERM Proposal No. 0725-01361

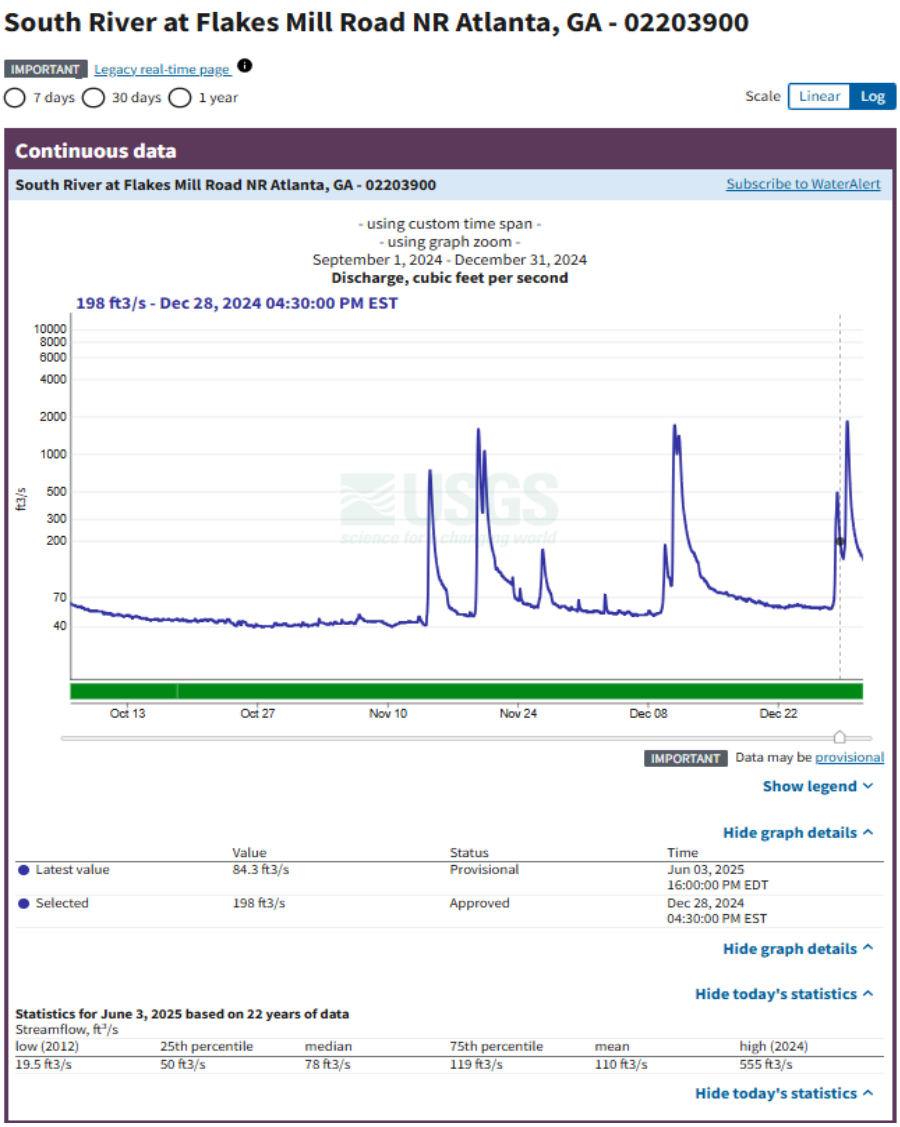
Dear Ms. Scruggs:

Corporate Environmental Risk Management (CERM) is pleased to submit this supplemental proposal for the referenced project to address a budget shortfall a result of unprecedented weather-related impacts to the project site during the initial construction phase of the project.

1 PROJECT BACKGROUND

The City of Stonecrest has selected and awarded the construction of the above-referenced project to P.E Structures and Associates. This award is the final step in stabilizing the eroded streambank and strengthening critical areas near the walking trail and parking lot at the Panola Shoals Trailhead.

Unprecedent rainfall events took place in the late 3rd and 4th quarter of 2024 that caused conditions that threatened the life and vitality of the above project while in its construction phase that required previously unbudgeted and unplanned emergency investments in an attempt to mediate the "act of God" impact to the project site. From the end of September 2024 to December 2024, the South River, which abuts the Panola Shoals project site, experienced 5 historical rain events where the South River's Banks were overrun and stream flows were 10 to 128 times the median stream flow (see Table 1). The events we so significant, they changed the confluence of the South River at the project site.



Significant time and costs had to be allocated to construction administration, numerous requests for information, a number of site visits, several client and contractor meetings, and project management well beyond what was budgeted.

2 SCOPE OF WORK

CERM will serve as Engineer of Record for the project which requires CERM to provide engineering support and periodic construction engineering inspection services during the duration of the construction. A construction schedule of 7 months has been assumed based on the contractor's estimated schedule, see Exhibit B: Construction Schedule.

CERM will provide engineering and inspection services during the construction of the Streambank Stabilization Project at Panola Shoals Trailhead. Scope will include attending construction meetings with contractor, preparing addenda, responding to RFI's, reviewing contractor submittals and conducting site inspections for conformance with the plans and specs. The following tasks are anticipated.

Work Tasks

2.1 Project Management

This task includes administration of this contract with the Client and coordination with project's sub-consultants. Under this task, the Project Manager will establish a seamless project team effort. The Project Manager will prepare a Project Management Plan, quality control plan, and communication plan, and a document control plan for maintaining approvals and communication with the Client, Contractor and Stakeholders.

2.2 Construction Coordination Meetings

We anticipate one (1) weekly construction meeting per week for each week of the construction period which includes the close-out meeting. All meetings are anticipated to be one hour in-person or virtual.

2.3 Submittals and Shop drawings

CERM will review shop drawings and submittals to ensure they align with the project's design intent, adhere to the permit requirements, and meet the project specifications.

2.4 Requests for information (RFI's),

CERM will respond up to 50 RFI's, design clarifications and requests to develop additional details during the construction. For this effort, we have assumed an average of 2-hours per RFI for the civil and landscaping components.

2.5 Record Documents

CERM will review As-built Drawings (provided by the Contractor) for concurrence with the contract documents and RFI's, addenda and design clarifications. CERM will attend and document the substantial completion inspection.

2.6 Construction Site Visits

We assume one (1) Construction Site Visit per week at 3-hours per visit for each week of the construction period which will include the civil and landscaping components.

PROJECT SCHEDULE

We have assumed a construction schedule of 7 months.

FEE STRUCTURE

The time and materials unit cost fee for the scope outlined above is detailed in Exhibit A.

EXCLUSIONS

The following services are not included under this proposal.

1. Design – It will be the responsibility of the contractor to design/build structural elements and provide shop drawings for review.
2. As-Built Survey
3. Any other services not included in the Scope of Work

CLOSURE

This proposal is valid for 60 days. Please contact our office if you have any questions or comments regarding this proposal. Thank you for this opportunity, and we look forward to working with your team on this important project for the City of Stonecrest and its stakeholders.

Best regards,
Corporate Environmental Risk Management

Yasmin Moreno, PE
Senior Project Manager

Date: 2025.07.18 11:21:58-04'00'

Thomas Tye, PE
Engineering Business Group Manager

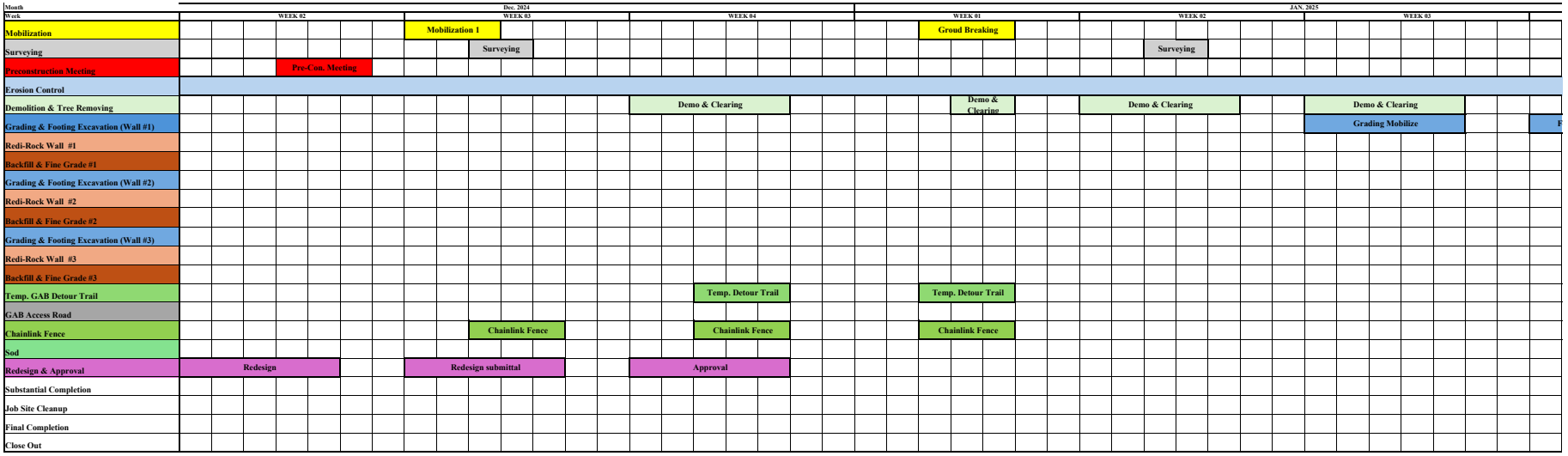
Attachments: Exhibit A: Detailed Fee Breakdown

Exhibit A

CONSTRUCTION ADMINISTRATION SERVICES FOR PANOLA SHOALS

Position:	SENIOR PROJECT MANAGER		REGISTERED CIVIL ENGINEER		LANDSCAPE ARCHITECT		SR. CONSTRUCTION INSPECTOR		GEOTECHNICAL ENGINEER		CADD SPECIALIST		PROJECT ACCOUNTANT		TOTAL		
Rate ($/Hour):	$230		$200		$200		$155		$185		$122		$131				
CERM	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Avg. Hourly Rate
Construction Administration Services:																	
Project Management	30	$6,900	30	$6,000		$0		$0		$0		$0	15	$1,965	75	$14,865	$198.20
Client and Contractor Meetings (50 meetings) (@1hr/each)	30	$6,900	30	$6,000	8	$1,600		$0		$0		$0		$0	68	$14,500	$213.24
Submittals and Shop Drawings		$0	60	$12,000	16	$3,200		$0		$0		$0		$0	76	$15,200	$200.00
Request for Information (RFI's) (50 @ 2 hrs/each)		$0	30	$6,000	53	$10,600		$0		$0	60	$7,320		$0	143	$23,920	$167.27
Record Documents	2	$460	8	$1,600	15	$3,000		$0		$0	8	$976		$0	33	$6,036	$182.91
Construction Site Visits (20) (@ 2hrs/each)		$0		$0	8	$1,600	90	$13,950		$0		$0		$0	98	$15,550	$158.67
Sub-Total CA Services	62	$0	158	$0	100	$20,000	90	$13,950	0	$0	68	$8,296	15	$1,965	493	$90,071	$182.70
Mileage and Reproduction:																$2,500	
TOTAL NTE FEE:																$92,571	

Exhibit B: Contractor's Construction Schedule



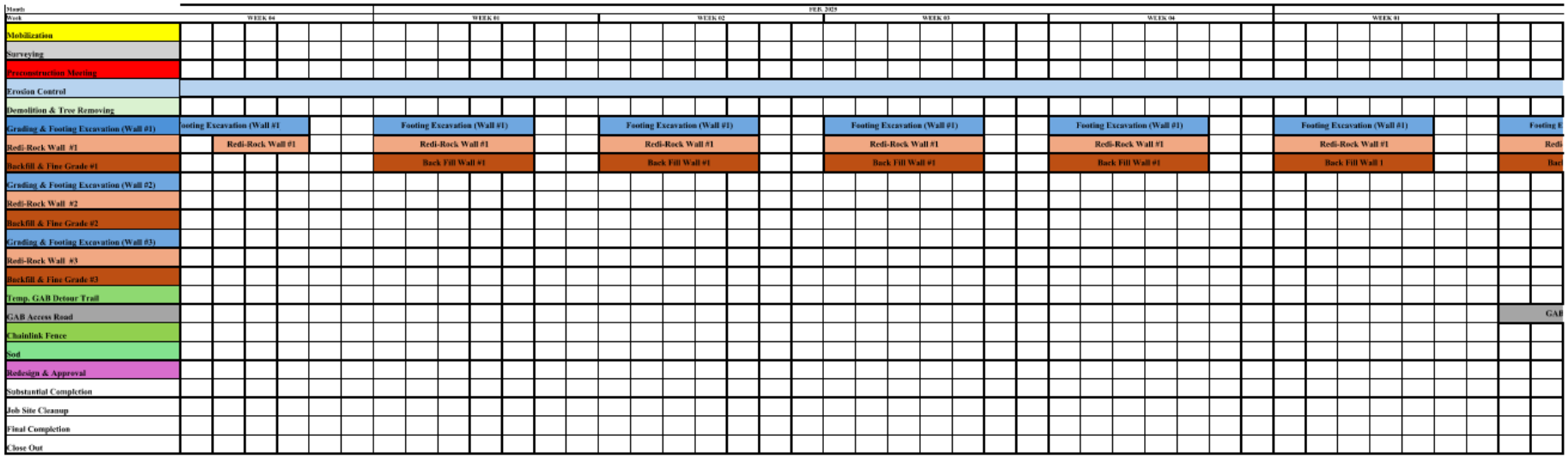
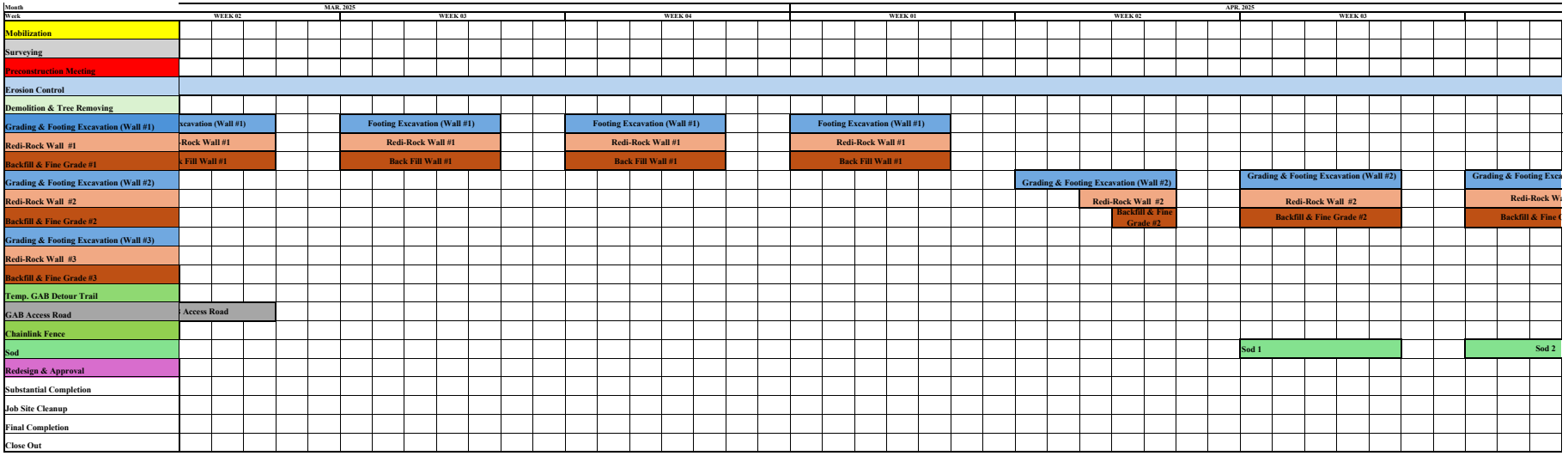


Exhibit B: Contractor's Construction Schedule Continued



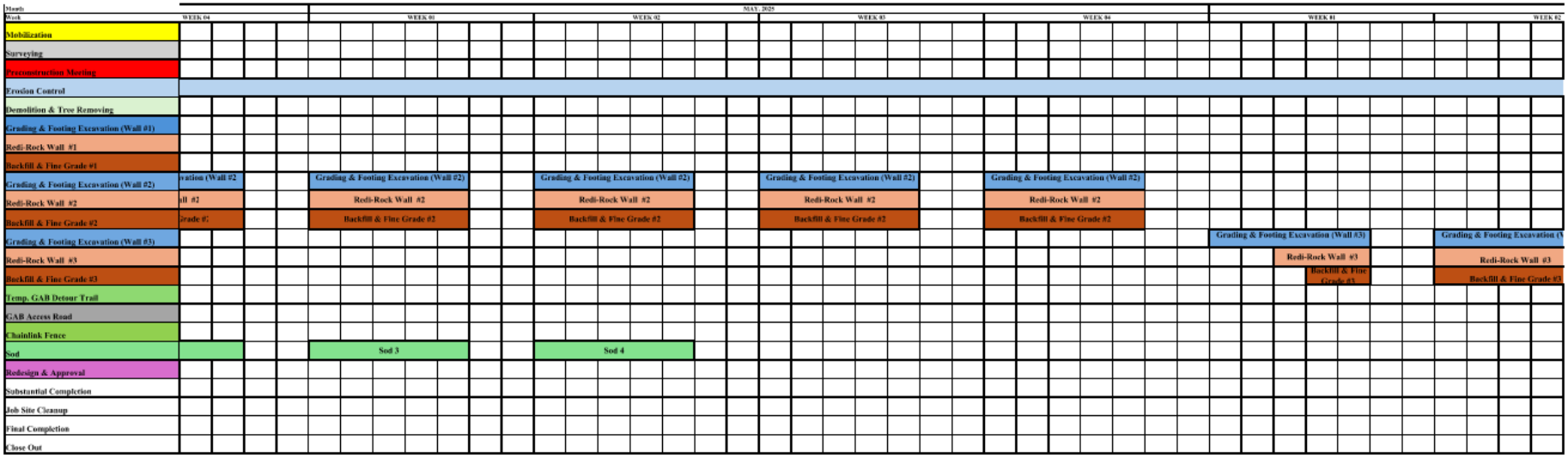


Exhibit B: Contractor's Construction Schedule Continued

Month	JUNE, 2025																																							
Week	WEEK 03										WEEK 04										WEEK 01							WEEK 02							WEEK 03							WEEK 04						
Mobilization																																															
Surveying																																															
Preconstruction Meeting																																															
Erosion Control																																															
Demolition & Tree Removing																																															
Grading & Footing Excavation (Wall #1)																																															
Redi-Rock Wall #1																																															
Backfill & Fine Grade #1																																															
Grading & Footing Excavation (Wall #2)																																															
Redi-Rock Wall #2																																															
Backfill & Fine Grade #2																																															
Grading & Footing Excavation (Wall #3)	Wall #3			Grading & Footing Excavation (Wall #3)							Grading & Footing Excavation (Wall #3)										Grading & Footing Excavation (Wall #3)																		

THIRD AMENDMENT TO
CONTRACT NO. 21-06210-Co018-00
ENGINEERING AND DESIGN SERVICES
STONECREST, GEORGIA

This third amendment to Contract No. 21-06210-Co018-00, Engineering and Design Services for Stonecrest, Georgia ("Amendment") is made this _____ day of May 2025, by and between the **CITY OF STONECREST**, **GEORGIA** (the "City") and **CORPORATE ENVIRONMENTAL RISK MANAGEMENT** ("Contractor").

W I T N E S S E T H

WHEREAS the City and the Contractor are parties to Proposal No. 0421-0479, Engineering and Design Services at South River Stream Bank Restoration at Panola Shoals Trailhead for Stonecrest, Georgia dated August 12, 2021 (the "Contract");

WHEREAS, the original contract award amount was $124,930; and

WHEREAS, Amendment No. 1 was previously approved on September 23, 2024, for additional engineering and design services in the amount of $107,540.00; and

WHEREAS, Amendment No. 2 was previously approved on May 9, 2025, for a scour analysis and additional design services that were needed to address changes to site conditions on Panola Shoals Riverbank in the amount of $75,000.00; and

WHEREAS, Amendment No. 3 is needed to compensate this firm for providing engineer of records services to assist with addressing changes to site conditions on Panola Shoales Riverbank;

WHEREAS, an additional $92,571.00 is needed to compensate the firm for services rendered; and

WHEREAS, the City and the Contractor desire to amend the Contract as set forth below;

NOW, THEREFORE, for and in consideration of the mutual terms, conditions, and covenants, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. EXHIBIT A. The following exhibit of the existing Contract is amended as follows:

EXHIBIT A of the Contract is amended by adding the provisions attached hereto as Exhibit A and made a part by reference.

Section 2. Modification of Contract. Except as expressly amended herein or as necessary to carry out the terms of this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

Section 3. Entirety. This Amendment and any exhibits attached hereto are hereby incorporated into the Agreement and together herewith they contain the entire Agreement between the parties as to the matters contained therein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

Section 4. Counterparts. This Amendment 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 Amendment. PDF signatures shall constitute original signatures.

Section 5. Effective Date. That the Amendment will become effective 15 days after the Execution Date.

IN WITNESS WHEREOF, said parties have hereunto set their seals and caused this Agreement to be executed and delivered by their duly authorized representatives the day and year written below.

[SIGNATURES ON FOLLOWING PAGE]

Executed on behalf of:

CITY OF STONECREST, GEORGIA,

BY: _____

TITLE: Mayor

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

APPROVED AS TO FORM: _____
City Attorney

Executed on behalf of:

CORPORATE ENVIRONMENTAL RISK MANAGEMENG

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

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____
Title: _____

DATE: _____

EXHIBIT A

(ADDITIONAL SCOPE OF WORK)

C·E·R·M

August 18, 2024

Ms. Gia Scruggs, MBA, CPM
City Manager
City of Stonecrest
3120 Stonecrest Blvd.,
Stonecrest, GA 30038
T: 770-224-0200
M: 470-542-0017
gscruggs@stonecrestga.gov

RE: **Supplemental Proposal for Design Update, Engineering of Record, and Construction Engineering Inspection**
South River Stream Bank Restoration at Panola Shoals Trailhead
City of Stonecrest, GA
CERM Proposal No. 0725-01361

Dear Ms. Scruggs:

Corporate Environmental Risk Management (CERM) is pleased to submit this supplemental proposal for the referenced project to address a budget shortfall a result of unprecedented weather-related impacts to the project site during the initial construction phase of the project.

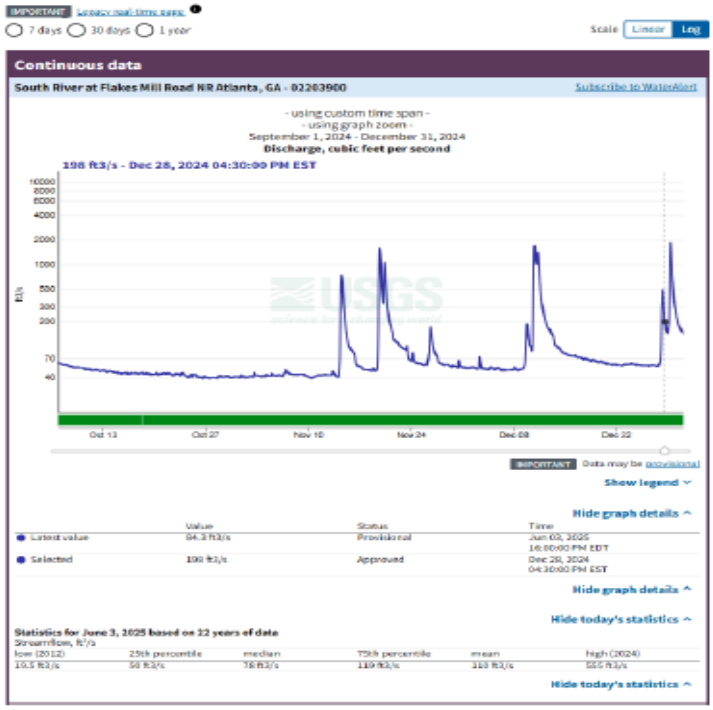
1 PROJECT BACKGROUND

The City of Stonecrest has selected and awarded the construction of the above-referenced project to P.E Structures and Associates. This award is the final step in stabilizing the eroded streambank and strengthening critical areas near the walking trail and parking lot at the Panola Shoals Trailhead.

Unprecedent rainfall events took place in the late 3rd and 4th quarter of 2024 that caused conditions that threatened the life and vitality of the above project while in its construction phase that required previously unbudgeted and unplanned emergency investments in an attempt to mediate the "act of God" impact to the project site. From the end of September 2024 to December 2024, the South River, which abuts the Panola Shoals project site, experienced 5 historical rain events where the South River's Banks were overrun and stream flows were 10 to 128 times the median stream flow (see Table 1). The events we so significant, they changed the confluence of the South River at the project site.

CORPORATE HEADQUARTERS
1990 Lakeside Parkway, Suite 300 · Tucker, GA 30084
Phone: 678-999-0173 · Fax: 678-999-0186
cerm.com

South River at Flakes Mill Road NR Atlanta, GA - 02203900



Significant time and costs had to be allocated to construction administration, numerous requests for information, a number of site visits, several client and contractor meetings, and project management well beyond what was budgeted.

2 SCOPE OF WORK

CERM will serve as Engineer of Record for the project which requires CERM to provide engineering support and periodic construction engineering inspection services during the duration of the construction. A construction schedule of 7 months has been assumed based on the contractor's estimated schedule, see Exhibit B: Construction Schedule.

CERM will provide engineering and inspection services during the construction of the Streambank Stabilization Project at Panola Shoals Trailhead. Scope will include attending construction meetings with contractor, preparing addenda, responding to RFI's, reviewing contractor submittals and conducting site inspections for conformance with the plans and specs. The following tasks are anticipated.

Work Tasks

2.1 Project Management

This task includes administration of this contract with the Client and coordination with project's sub-consultants. Under this task, the Project Manager will establish a seamless project team effort. The Project Manager will prepare a Project Management Plan, quality control plan, and communication plan, and a document control plan for maintaining approvals and communication with the Client, Contractor and Stakeholders.

2.2 Construction Coordination Meetings

We anticipate one (1) weekly construction meeting per week for each week of the construction period which includes the close-out meeting. All meetings are anticipated to be one hour in-person or virtual.

2.3 Submittals and Shop drawings

CERM will review shop drawings and submittals to ensure they align with the project's design intent, adhere to the permit requirements, and meet the project specifications.

2.4 Requests for information (RFI's),

CERM will respond up to 50 RFI's, design clarifications and requests to develop additional details during the construction. For this effort, we have assumed an average of 2-hours per RFI for the civil and landscaping components.

2.5 Record Documents

CERM will review As-built Drawings (provided by the Contractor) for concurrence with the contract documents and RFI's, addenda and design clarifications. CERM will attend and document the substantial completion inspection.

2.6 Construction Site Visits

We assume one (1) Construction Site Visit per week at 3-hours per visit for each week of the construction period which will include the civil and landscaping components.

PROJECT SCHEDULE

We have assumed a construction schedule of 7 months.

FEE STRUCTURE

The time and materials unit cost fee for the scope outlined above is detailed in Exhibit A.

EXCLUSIONS

The following services are not included under this proposal.

1. Design – It will be the responsibility of the contractor to design/build structural elements and provide shop drawings for review.
2. As-Built Survey
3. Any other services not included in the Scope of Work

CLOSURE

This proposal is valid for 60 days. Please contact our office if you have any questions or comments regarding this proposal. Thank you for this opportunity, and we look forward to working with your team on this important project for the City of Stonecrest and its stakeholders.

Best regards,
Corporate Environmental Risk Management

Yasmin Moreno, PE
Senior Project Manager

Date: 2025.07.18 11:21:58-04'00'

Thomas Tye, PE
Engineering Business Group Manager

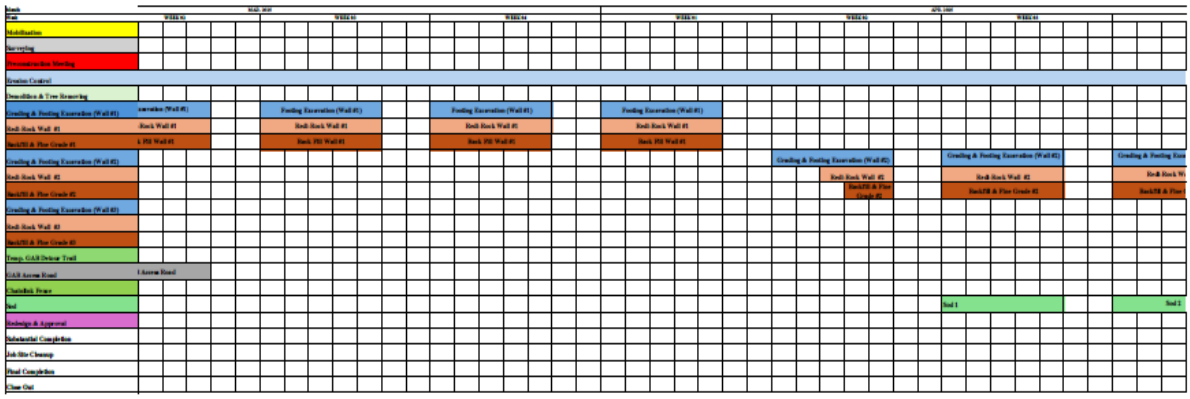
Attachments: Exhibit A: Detailed Fee Breakdown

Exhibit A

CONSTRUCTION ADMINISTRATION SERVICES FOR PANOLA SHOALS

Position	SENIOR/PROJECT MANAGER		REGISTERED CIVIL ENGINEER		LANDSCAPE ARCHITECT		SR. CONSTRUCTION INSPECTOR		GEOTECHNICAL ENGINEER		CAD/ SPECIALIST		PROJECT ACCOUNTANT		TOTAL		
Rate ($/Hour):	$230		$300		$200		$105		$185		$122		$101				Avg. Hourly
CERM	Labor hours	Cost	Labor hours	Cost	Labor hours	Cost	Labor hours	Cost	Labor hours	Cost	Labor hours	Cost	Labor hours	Cost	Labor hours	Cost	Rate
Construction Administration Services																	
Project Management	30	$6,900	30	$9,000				$0		$0		$0	15	$1,965	75	$14,865	$198.20
Client and Contractor Meetings (50 meetings) (@ 1hr/each)	30	$6,900	30	$9,000	8	$1,600		$0		$0		$0		$0	68	$13,500	$198.53
Submittals and Shop Drawings		$0	60	$18,000	16	$3,200		$0		$0		$0		$0	76	$21,200	$278.95
Request for Information (RFIs) (50 @ 2hrs/each)		$0	60	$18,000	40	$8,000		$0		$0	60	$7,320		$0	160	$33,320	$208.25
Record Documents	2	$460	8	$2,400	16	$3,200		$0		$0	8	$976		$0	34	$7,036	$206.94
Construction Site Visits (20) (@ 2hrs/each)		$0		$0	8	$1,600	90	$9,450		$0		$0		$0	98	$11,050	$112.76
Sub-Total CA Services	62	$14,260	188	$56,400	88	$17,600	90	$9,450	0	$0	68	$8,296	15	$1,965	480	$101,971	$212.44
Mileage and Reproduction																$2,500	
TOTAL NTE FEE:																$92,571	

Exhibit B: Contractor's Construction Schedule Continued



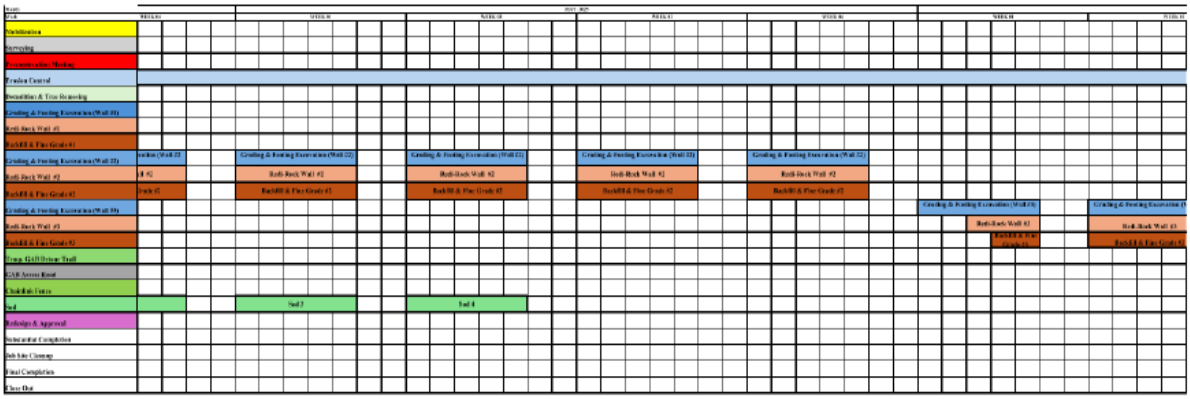


Exhibit B: Contractor's Construction Schedule Continued