



## CITY OF STONECREST, GEORGIA

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*Honorable Mayor Jason Lary, Sr.*

*Council Member Jimmy Clanton, Jr. – District 1*

*Council Member Rob Turner- District 2*

*Council Member Jazzmin Cobble – District 3*

*Council Member George Turner- District 4*

*Council Member Tammy Grimes – District 5*

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### CITY COUNCIL MEETING AGENDA

VIRTUAL MEETING

September 14, 2020

7:00 p.m.

Citizen Access: URL

- I. CALL TO ORDER:** Mayor Jason Lary
- II. ROLL CALL:** Megan Reid, City Clerk
- III. INVOCATION**
- IV. PLEDGE OF ALLEGIANCE**
- V. APPROVAL OF THE COUNCIL AGENDA**
- VI. MINUTES:**
  - a. Approval of the July 13, 2020 City Council Meeting Minutes
  - b. Approval of the July 13, 2020 Public Hearing
  - c. Approval of the August 10, 2020 City Council Meeting Minutes
  - d. Approval of the August 24, 2020 City Council Meeting Minutes
  - e. Approval of the August 28, 2020 Special Called Meeting Minutes
- VII. PRESENTATIONS:**
  - a. 2019 Audit Presentation
- VIII. APPOINTMENTS:**
  - a. None.
- IX. PUBLIC COMMENTS**

*(this meeting will be conducted virtually, the public comments received via email in advance of the meeting will be read into the minutes by the City Clerk)*

**X. PUBLIC HEARINGS:**

- a. *None*

**XI. OLD BUSINESS:**

- a. Adopt **Stonecrest Transportation Master Plan**
- b. Approve **Stonecrest 2020 Paving Project - Phase 2**
- c. Approve **Stonecrest Housing Authority IGA**
- d. Approve **DeKalb County Health Department IGA for COVID-19 Testing**
- e. **Stonecrest Annexation Plan**

**XII. NEW BUSINESS:**

- a. Adopt **COVID-19 Relief Funding Plan**

**XIII. EXECUTIVE SESSION:**

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

**XIV. CITY MANAGER COMMENTS**

**XV. CITY ATTORNEY COMMENTS**

**XVI. MAYOR AND COUNCIL COMMENTS**

**XVII. ADJOURNMENT**

*Americans with Disabilities Act*

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

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

## VI. MINUTES:

- a. Approval of the July 13, 2020 City Council Meeting Minutes
- b. Approval of the July 13, 2020 Public Hearing
- c. Approval of the August 10, 2020 City Council Meeting Minutes
- d. Approval of the August 24, 2020 City Council Meeting Minutes
- e. Approval of the August 28, 2020 Special Called Meeting Minutes



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### PUBLIC HEARING

July 13, 2020

6:00PM

Virtual Meeting available on YouTube Live

I. CALL TO ORDER: Mayor Jason Lary

ROLL CALL by Deputy City Clerk, Sonya Isom: All Members Present

II. AGENDA ITEMS

1. Public Hearing

a. Proposed Property Tax Increase

Mayor Jason Lary opened the Public Hearing

There were many questions regarding homestead exemptions. This was clarified by the City Attorney's Office. Anyone who received homestead exemption last year and applied for home exemption with DeKalb County this year before the deadline will receive the Homestead exemption.

It was also clarified that this transfer was for Parks and Recreation only  
Deputy City Clerk Sonya Isom read the following public

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Cathy Bennett

To whom it may concern: I am a concerned retired citizen of Stonecrest and have resided in this community for 20 years. I am in favor of the tax transfer from Dekalb County to Stonecrest if our taxes remain the same. I



am not in favor of a automatic increase to my taxes. Personally I think the taxes are too high anyway. For 5 years I have called to get our street in front of my house paved but the only thing we get is patches in the road. After 2 months the asphalt is up again. We want to see more concern from our leaders whether it is from the County or Stonecrest. We care about our communities too. Thank you.

--

Suzanne Frick

Thank you for the opportunity to give an opinion.

The taxes we pay in Stonecrest today for parks is paid to Dekalb County. Whatever pittance they chose to give Stonecrest is all we got. Isn't it time for Stonecrest to control the funds for the Stonecrest area parks?

Today the parks and recreation funds come from the city's general fund. Stonecrest can use the general funds for other things and take the money that the county collects from Stonecrest citizens and make sure the money is spent on Stonecrest parks and our area. This is not a tax increase but a shift in who controls the money to our city. Please vote for Stonecrest and our city and the Stonecrest council to control the spending of Stonecrest citizens' tax money, not Dekalb's board of commissioners' opinion of what Stonecrest needs.

Thank you for your consideration.

--

Stacey Thibodeaux

Good Evening,

I am a resident and real estate Broker in support of the transfer of the property tax millage to the City of Stonecrest.

In order to become a city, we are required to take on 3 services with one of those services being Parks and Recreation. Voting against transferring the money that citizens are already paying for our Parks and Rec means that Parks and Rec would have to be paid for out of the city's current revenues which have likely been impacted by Covid-19.

Our Parks need substantial upgrades after being neglected for years. The millage will allow us to bring our parks up to standard. Many citizens complain that Stonecrest doesn't have what other cities have. This is an

opportunity for Stonecrest to have competitive Parks and Recreation without increasing our taxes. Our goal as a city should be to improve.

Transferring the millage will allow the city to use money from the General Fund for other needed expenses like our internal systems, personnel and capital investment.

In addition, the County may also stop all roads and drainage Public Works in Stonecrest at the beginning of 2021. If we don't impose this millage rate, we would be basically forcing the city to choose between filing potholes or maintaining our Parks. Considering the progress we've made recently with our roads, this would be a step backwards.

In light of this pandemic, more families are spending an increasing amount of time in their homes and in our community. The time is right to use that tax to improve our Parks and Rec so that our citizens can enjoy the benefits that we have in our city. How do we know that our current revenue sources are adequate to fund Parks and Recreation at the appropriate level? Let's not deprive ourselves of a stream of income that is due to the city and will not cause a tax increase for citizens.

--

Tanieka Kemp

--

I am Jack Dodson – Founder/CEO for National Equipment Development Company, Inc dba NEDCO, Inc. started in 1992.

My business- NEDCO, Inc (next the 2485 Lithonia Industrial Blvd., Lithonia, GA 30058). We had a BIG FIRE in 2016 and NEDCO LOSE \$millions (Building and Inventory Items), therefore I had to buy a new building (7173-G Covington Hwy., Lithonia, GA 30058) again this building/NEDCO business was next the FIRE LOT on 2485 Lithonia Industrial Blvd.

When I bought the new building for NEDCO, Inc Business in 2017, my Taxes Dist for 3779487 were \$156.48. Attached Business Property Tax RESULTS Attached. Then Stonecrest became Management team in our area! Dekalb Property Tax office is HELPING NEDCO to keep us to OPEN our DOORS with this VIRUS and LAYOFFS.

See the numbers from NEDCO Business 7173-G Covington Hwy BLDG G from Stonecrest:

2012 thru 2019  
2017 Paid \$156.48 (After the FIRE)  
2018 \$375.42 (200% higher)  
then 2019 \$1,448.09 (Due \$1,0995.99 then 400% higher)

I have a STROKE and I was LATE for a APPEAL from Stonecrest and now City of Stonecrest has requested a HIGHER Tax mills, etc...

I Hope NEDCO, Inc can stay OPEN in the City of Stonecrest in Dekalb County? I tried to APPEAL, but no help with Stonecrest office! Dekalb County or Stonecrest will NOT give a ACCESS CODE Number for APPEALING on the NOTICE!

What is my options?

--

**Motion passed 4-2 with Council Members Jazzmin Cobble and Council Member Tammy Grimes voting nay.**

2. Initiate investigation into the validity of approval process for permitting Metro Green Recycling Development

**Motion 2-** was made by Mayor Jason Lary to initiate an investigative team of Council Member Jimmy Clanton, Council Member Rob Turner, Planning and Zoning Director Chris Wheeler, and City Attorney's Office of Fincher and Denmark to investigate the validity of approval process for permitting Metro Green Recycling Development and was seconded by Council Member Rob Turner.

**Motion passed 6-0.**

3. Parks Activity Permits during COVID-19 Restrictions

**Deputy City Manager Plez Joyner and Interim Parks and Recreation Director Brandon Riley explained the reason for the use of the parks over the weekend. They also made it clear that the parks were closed.**

### III. ADJOURNMENT

**Motion 3-** was made by Council Member Rob Turner to adjourn the meeting and was seconded by Council Member Tammy Grimes.

**Motion passed unanimously.**



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### CITY COUNCIL MEETING MINUTES

July 13, 2020

7:00PM

Virtual Meeting available on YouTube Live

- I. **CALL TO ORDER:** Mayor Jason Lary
- II. **ROLL CALL** by Deputy City Clerk, Sonya Isom: All members present.
- III. **INVOCATION:** Invocation was led by Council Member Rob Turner.

#### IV. **PLEDGE OF ALLEGIANCE**

#### V. **APPROVAL OF THE COUNCIL AGENDA:**

**Motion 1** – made by Council Member Rob Turner to approve the agenda with stated changes. Seconded by Council Member George Turner.

**Motion passed unanimously.**

#### VI. **MINUTES:**

##### **a. Approval of the June 22, 2020 City Council Meeting Minutes**

**Motion 2** – made by Mayor Jason Lary to approve minutes from June 22, 2020 City Council Meeting. Seconded by Council Member Rob Turner.

**Motion passed unanimously.**

**b. Approval of the July 6, 2020 11:00am Special Called Public Hearing Minutes**

**Motion 3** – made by Mayor Jason Lary to approve minutes from July 6, 2020 11:00am Special Called Public Hearing. Seconded by Council Member Rob Turner.

**Motion passed unanimously.**

**c. Approval of the July 6, 2020 6:00pm Special Called Public Hearing**

**Motion 4** – made by Council Member Rob Turner to approve minutes from July 6, 2020 6:00pm Special Called Public Hearing.

**Motion passed unanimously.**

**VII. PRESENTATIONS**

a. N/A

**VIII. APPOINTMENTS**

- a. Mayor Lary appointed Iris Settle as Chief Liaison Officer, combined with responsibilities of Chief of Staff. Iris will communicate more effectively from
- b. the Mayor's office to Council.

**IX. PUBLIC COMMENTS**

*(since this meeting was conducted virtually, the public comments received via email in advance of the meeting were read by the Deputy City Clerk)*

Faye Cofield

I am writing this email to express my concern about the proposed asphalt plant. We have been told previously that this plant had been approved by the cab county before stonecrest became a city. now we learned that mayor Larry signed off on this last year authorizing its approval. this marks the third time that something major has happened in stonecrest and we had been told that it was approved by the cab county only to find out that the county had either been notified or the county signed off on it . This was true with the cell phone tower, which we were told had been rezoned by the cab county in the 1970s without any restrictions. I personally found out that this was not true and that there were very extreme requirements and zoning restrictions that prevented the use of a cell phone tower at this location. However with this fact that cell phone tower was still allowed to be built. I am also deeply troubled about a proposed project at browns Mill and panola road. This project is depicted in pictures

that is not representative of the area. This project shows it being on land that is currently occupied by houses and other structures. I believe that the permit should be denied. I also have a concern about the approval of a business that was built without the proper zoning. The zoning that exists on this property strictly forbids the type of youth that is being authorized now and recommended by the planning committee. I believe that this extension is allowed and this business is allowed to continue despite it being built in the wrong zoning that we will no longer have the opportunity to protect zoning within the boundaries of stonecrest. I also am of course opposed to the asphalt plant. stonecrest to take the time now to stop all zoning and to re-evaluate what is located on what type of zoning and to make sure that any vacant land or any zoning is in compliance with what is now built there Sincerely yours

--

Lynn Fowler

I am sending this email to voice my strong opposition to the Metro Green project slated for the Snapfinger Road/Miller Road area. This type of plant is totally inappropriate for this area. There are residential neighborhoods and schools within close proximity. Where a recycling plant may fall under the category of "Light industrial", which this plot of land is ,supposedly, zoned for, there are environmental risks to the community such as air quality, noise, and just general quality of life. I have lived in this area for 30-plus years, planning to spend my retirement here, but now having to worry about the threat to my health and those of my family, not to mention my property value. This community DOES NOT WANT METRO GREEN HERE. I'm certain there are more suitable areas of the County where this project would fit. But not here.,

--

Pyper Bunch

To the Mayor & Stonecrest officials,

I am a resident in the Miller Road area where you have allowed a toxic concrete recycling plant to start building. We want to know more about the documents that the Mayor and City Planner falsified. Why did the Mayor & Chris Wheeler tell the EPD that Stonecrest had a waste facility and you do not? The EPD official told all of us that they never would have approved this plant had the TRUTH been known. The community deserves to see this falsified document. Please provide those documents.

My next point of contention is the useless "Stop Work Order". We were told that they had 5 days to "stabilize " the grounds. That would have begun on 7/2/2020. The fifth day, taking into account the weekend, would have ended on 7/8/2020. We have videotaped these people daily. You do know they are LITERALLY in our backyards? Today they were filmed again. Unless someone lied, there should not be anyone on that land today. This is the 6th day. Your paper was worthless. We want that construction to STOP NOW. We are notifying our media contacts daily of what is

going on with this government. Your actions are on public display now. I am sure you are doing back handed deals, but just know we are watching you. What you have done in the dark will be revealed in the light, Mayor.

The final point is in reference to that horrible Zoning Board appointed by the Mayor? Are you all receiving bribes? What type of Zoning credentials do any of you possess? I watched that Zoning meeting earlier this week and was TOTALLY disgusted. The community opposed both toxic plans that were planned for their community. The City Planner was finally on the side of the community and recommended Denial of this second concrete facility. The Zoning Board took all of 2 seconds to approve BOTH businesses to further pollute our South Dekalb community. South Dekalb is NOT your dumping ground!!! How dare you take this important position and line your own pockets while defiling a predominantly Black community. Have you no shame??? What is the point of having a City council if they don't hold the real power? The Zoning Board and this sham of a mayor are ruining our community! This is a disgrace that you don't properly notify the community, when we find out what you are doing and still show up to oppose it, you ignore us and do what you want!! This is unforgivable.

In conclusion, we want HEALTHY businesses in our community. We don't want toxic sites that other communities would never allow. The concrete owner is on record saying. I one else would allow him to build there except for Stonecrest! A Black mayor and zoning board is selling out a Black community. This is environmental racism enacted upon the community by Black officials. This is a disgusting abuse of power. Stop it!!! Don't you dare say "Black Lives Matter" and then dump a concrete recycling plant across the street from a school and hundreds of homes. The excuse that one side of the road was zoned industrial do it is legal is not a valid argument. At one time slavery was also legal but it was WRONG!!! History will record what you have done. Do the right thing now and SHUT METRO GREEN RECYCLING DOWN NOW.

Black lives should matter in every area. Stop allowing environmental racism in South Dekalb.

--

Jennifer Wilson

Good evening,

My concerns are still based on the fact that this Recycling plant is less than 500 feet from my subdivision.

Although that piece of property is zoned for light industrial use, the two subdivisions that surround this development are over 20 years old and the concern now should be regarding those residential communities.

Why not use this area, Metro Green, to build a mixed use development instead of a landfill for sorting trash.

We can always use an area like the Atlanta Beltline, with art and walking space.

Who is the other owner of this land besides Metro Green (Greenland Sanpfinger, LLC)? What was the purchase price from Peace Baptist Church?

How would a recycling facility benefit this area when no one took the time to see if the infrastructure could handle trucks loaded with cement?

Thank you

--

Renee Cail, Citizens for a Healthy and Safe Environment

To the Entire Stonecrest City Hall Staff:

Please do not bring any factories or the projects listed above to residential areas or near residents in Stonecrest!!!!!!

--

Tenika Kemp

Good afternoon. This letter is to encourage a NO VOTE for the concrete recycling and Asphalt plant. We need to Stop ALLOWING these type of businesses in our neighborhood that clearly pollute our city. It appears that Stonecrest is more focus on the money that these type of businesses are bringing along with polluting our city. Please VOTE NO TO BOTH.

--

Jackie Alexander

Councilwoman Jazzmin Cobble, you are sooooo rude. You don't know everything. What are you doing for your district??! You have the worst crime, trash and unemployment in the city, district 3. I am embarrassed to be your sorority sister. Councilwoman Tammy Grimes, you are equally or more disappointing than Diane Adoma. You don't understand anything!!! Are you listening?? Do you pay attention?? No one should have to spoon feed you every answer. You lied during your campaign because you did not attend half the meetings. Dave Marcus or Barbara Hall should have won.

--

Marilyn, Miller Park Resident

I would like to express my concern about this issue. I am trying to understand how the Mayor of Stonecrest and his constituents could possibly think it is okay for a recycling plant to be built in the middle of a community with a Middle school just down the street. This is environmental racism at its best. I want to believe this could not happen in a Brookhaven or Chamblee Community. Allowing this plant to be built would definitely lower the property values of the residential homes and at a time where 1.



DeKalb County is to raise property taxes and 2. The country is battling a pandemic. The County did an extremely poor job in letting the community know of any ongoing meetings claiming there was a meeting held and only one person showed up which is not true. The community had no idea what was happening. When I saw that the area was cleared I assumed it was another Subdivision being built.

I am asking that this recycling plant and or any other plant (asphalt) not be allowed to build in this area. The Mayor should consider property near the Stonecrest Mall there is plenty of space there to build a PLANT. I ask that you reconsider and stop this catastrophe from happening. Please consider the health issues that will arise. Take into consideration the children and the elderly that live adjacent to this area and also the private homes directly across the street. If the City Council agrees to allow this company to build this atrocity I will have no choice but to put up a FOR SALE SIGN and move out of DeKalb County for good.

--

Angela Russell

City council, I disapprove of the plant being constructed on Miller Rd here in Stonecrest. The plant is located in a residential area meaning subdivisions, apartments, doctor offices and a school. The only commercial building on that end of Miller Rd is Marshall's warehouse and it's been there for many years.

It shouldn't be difficult to see that this plant is in no way good for the environment in this area. We've gone from family dollars and storage units to asphalt plants right in our neighborhoods.

Why does the citizens always have to fight against bad businesses being built in Stonecrest?

--

Robin Ford

My name is Robin Ford. I am a citizen of Stonecrest, GA. Can I pick up a petition, so that other home owners in Stonecrest, GA can sign their names to stop this Recycling Landfill to be built in our great neighborhood?

--

Andrea Chait

To whom it may concern:

I am a community Resident, and I want it clearly understood that I am fully against the Metro Green Industrial Facility being placed in the midst of a Residential community! The Property needs to be rezoned for Residential use and or Condos, Office Park, or Single Family Homes. This industrial Plant will impede upon Residents Quality of Life, and significantly Negatively impact Property Values.

Most importantly the Facility will not attract or draw the type of development that is beneficial to a Residential Community.

--

Leautrey Turner

I am a county resident of over 25 years, I lived at 4876 Haymarket Trail and the Recycle Plant construction

is a complete invasion on my quality of life as the smell from the plant will most definitely invade all the homes in the area.

It's very unfortunate that these types of projects always seem to be approved in middle class neighbor hoods. I believe that our elected officials are there to represent all citizens not just some according to zip codes. I would be very disappointed if this project is allowed to proceed. I beg of you please don't let this happen. How would you feel if you lived in one of the near by neighbor hoods.

Sincerely

--

Sheila Wells Laws

I ask that this be read at the next Stonecrest Council Meeting. I and my household are against allowing this facility to be constructed and to operate in our community.

It is a health hazardous and threat to our entire community.

Respectfully,

--

Sheila Wells Laws

We do not need or want the Metro Green Recycling facility in our community. This is a health hazard to this residential community,

Respectfully,

--

Dave Marcus

Mayor Lary and Councilpeople,

In my amateur opinion, the city is not doing enough to let Stonecrest's voters know when bad things may be coming their way.

There are three changes I ask you to consider to help this situation:

1. There are no notifications made to residents when administrative permits are applied for (or granted).

In the case of the Metro Green recycling plant, the Land Disturbance Permit was issued by the city without any notice. (Another instance of this was for the cell tower erected last year next to a school and playground.) In these, the city planning department was following the ordinances.

**I call on Mayor Lary to change policy now so that, when a permit is applied for, notifications are emailed or mailed to all residents, landlords and landowners whose quality of life may reasonably be expected to be impacted if the permit is issued. The devil will be on the details, but that isn't a reason to not do it.**

**And I call on the council to change our ordinances to require this.**

2. City ordinances requires notices of rezoning hearings and zoning variance hearings to be mailed only to landowners within a few hundred feet of the property.

No notices are required to renters.

**I call on Mayor Lary to change policy and the council to change ordinances so that these notices too go to both landowners and renters, and go to a much greater radius if they may be impacted.**

3. Any property that is currently zoned as industrial and is adjacent to residential zoning, or churches, schools or parks, is a landmine waiting to blow up in peoples' faces. I believe that Chris Wheeler said last week that staff was creating an inventory of those situations.

**I call on the city to make sure that the inventory is exhaustive** — to make sure it looks at schools, parks, and churches as well as residentially-zoned land, and that it looks at situations that cross the border between DeKalb and Stonecrest.

**And I call on the city to create a plan** to reduce each of those possible calamities with all means possible, including rezoning to provide buffers (perhaps office or other light commercial use) as needed. And if you can't solve some of these in any other way, I agree with Mr. Knight, who has said on Facebook that as part of reexamining the problem zones, the City and County should consider creating joint Special Tax Districts which could buy land to create buffer zones. The precedent is already there, where the County buys out affected homeowners in flood plains and demolishes their houses.

Thank you for considering these changes,

--

Linda Lee

Mr. Mayor:

My name is Linda Lee and I reside in the Miller Woods subdivision. I have been living in my home since 2007. I am very upset as a lot of my neighbors are with the

decision to allow a recycling facility in our residential community. The work that is being done is in my back yard. The noise and smells are horrific and I can only imagine how bad it will be once they begin to recycle.

I know about the stop work order but that's only because Stonecrest did not meet the standards of DeKalb County. The real reason should be because the residents in the area will be exposed to toxins and it will not be safe. The quality of life that we once knew will be gone. The sale of our property will diminish.

So I ask you Mr. Mayor, what gives you the right to approve this work without any consideration for our well being? Close your eyes and imagine a recycling facility in your neighborhood, in your backyard.

The work stop should be permanent and we should be included in any major decisions regarding matters that may directly or indirectly affect us. We are in the process of getting a petition signed and will proceed with securing a team of lawyers if our request falls on deaf ears. This matter is of a very serious nature and the people responsible should be held accountable. please don't take this as a threat because it's not. I am just trying to be transparent and making you aware of our next move.

I look forward to hearing from you and your team. Thank you.

--

Rod Cole

I am a decades long resident of the Miller Woods Subdivision under Robert Turner and I have to commend the council's quick action to stop construction of the Metro Green recycling plant. This project and a cell tower have apparently been approved and executed until your recent actions to verify processes. It is not enough to say that this entire community of more than 70 families living less than a stone's throw away and a complete apartment complex with surrounding homes and complete communities falling outside the city zone of Stonecrest but impacted nonetheless because they are literally across the street from the site which oddly enough had one address for the property(2450 miller woods drive) and another address for the business(5152 snapfinger woods drive) so that it would appear to be away from any and all concerns of the Stonecrest/Decatur community. I can't say enough that we the combined community were unaware of this minimally advertised and absolutely NOT submitted to the community for true and fair input because I am fairly confident we wouldn't be having this conversation if we were appropriately made aware. I do not approve of the cellphone tower and would like it removed from Miller road. I do not approve of the rezoning of parcel 16 025 01 077 - 2450 Miller road, from "light industrial M" to "Heavy industrial M-2" to support a proven harmful and suspiciously approved Metrogreen Recycling business and I request the council members support this with the same enthusiasm you ask our support when it is

time to raise taxes but we get results like this from our elected officials. Thank you for your response.

--

Concerned citizen

I am a concerned citizen of Stonecrest. I am in opposition to the Work Force Housing coming to Stonecrest. I feel that it is a bait and switch to get low income housing to Stonecrest. Why bring Stonecrest down and brand it as a low income city. It's already hard enough getting businesses to open shop here. Also, Stonecrest already has enough affordable living. People move here when they can't afford anywhere else live.

--

Darriel Sloan

Please, Please do everything possible to stop this plant, we don't this adding to the declining property values in this area of south Dekalb.

--

Danny

We want the work to stop permanently and we want a full investigation into why we weren't considered in the decision making process that is allowing a recycling facility in our residential community. This is endangering our safety and health!!! I live in the 2nd house from the entry of the neighborhood and I have an 89 year old mom who is suffering from this smell we are directly behind this awful Sewage working!!! We need this to stop immediately my mom is sick over this!!!!!!

--

Danny

All surrounding subdivisions are yelling and screaming the same thing.

--

Tony Wilson

Good Evening Mayor Jason Lary, City Council for the City of Stonecrest, and Director Christopher Wheeler:

Due to the COVID-19 protocol, I am submitting my Public Comments via email for the Stonecrest City Council Meeting scheduled for Monday, July 13, 2020 at 7:00 pm. It is my request that my "email letter" be verbally read into the public record during the City Council meeting. Thank you.

Allow me to begin by stating I am a strong believer in the Providence of God.

A couple of weeks ago I took my morning walk two hours later than normal. During my walk, which partly traverses Snapfinger Woods Drive, I was literally passed by:

- 30 dump trucks (17 of them drove directly in front of Emory Hillandale Hospital)
- 5 tractor trailers, also known as 18-wheelers (one drove directly in front of Emory Hillandale Hospital)
- 3 concrete mixers
- 1 tractor trailer cab without the trailer
- Question: If the site development phase for this construction and demolition recycling center already generates this kind of traffic, what impact will occur if this project moves to completion?

My correspondence with the City of Stonecrest began on May 13, 2020 when I asked Councilman Rob Turner and Mr. Chris Wheeler what was being built on Miller Road by Snapfinger Woods Drive. By the end of May 2020, I had informed all of the elected officials for this area (excluding the Georgia federal senators) that a construction debris recycling center was being developed in my community. I requested a moratorium on the building project and asked for community engagement to discuss this project.

Representative Doreen Carter (Georgia District 92), Director Wheeler, and Councilman Rob Turner responded to my emails. Councilwoman Cobble and my wife have had several email exchanges on this same topic. On July 2, 2020, Representative Carter convened a virtual Town Hall meeting. Participants included State Senator Emanuel Jones (Georgia District 10), all councilpersons from the City of Stonecrest, an Environmental Protection Department professional, and a spokesperson for the recycling development. A few other state politicians were also on the call and at least two elected officials had proxies to represent their office. Noticeably absent or nonverbal were Mayor Lary and Director Wheeler. Furthermore, to this date, Mayor Lary has not communicated with me by any method.

As a result of Representative Carter's meeting, it is abundantly clear that not all of the Stonecrest City Councilpersons were aware of nor in support of the recycling development. It also appeared that neither Representative Carter nor Senator Jones were made aware of this business being located less than 500 feet from three neighborhoods, two medical offices, and one school. As a result of the Virtual Town Hall meeting, some actions have been noted:

- Director Wheeler issued and then modified a "Stop Work Order"
- Documentation clearly represented some steps were taken out of order (or not at all) regarding the permit phase of this project
- Mayor Lary signed a letter indicating all requirements were met for this project to proceed
- At least two people stated the City of Stonecrest does not have a Solid Waste Management Plan (SWMP)
- There is at least one letter on file from a City of Stonecrest employee (now working for another employer) which stated the City does not have a SWMP

- The Georgia Environmental Protection Department has on file a letter stating that the City of Stonecrest will enter an agreement with the DeKalb County government to come under their SWMP

My questions:

- If the City of Stonecrest does not have a SWMP in place (nor has there been one since the founding of the City), how can Mayor Lary approve this project?
- Why wasn't this recycling project deferred or transferred to the DeKalb County Board of Commissioners since their SWMP provides the legal oversight of solid waste disposal for unincorporated DeKalb County and the City of Stonecrest?
- How was Mayor Lary able to state in writing all requirements were met for the project to move forward when at least two letters from a Stonecrest city employee stated the opposite?
- When and where was signage posted to solicit public input for this project?
  - I propose that it was never posted on Miller Road because I have traveled on this road nearly every day for the last 25 years.
- What does the current "Stop Work Order" entail?
- How long will the "Stop Work Order" be enforced?

While I am grateful for Director Wheeler's current "Stop Work Order," I believe the entire project needs to be repurposed. Over the last two decades, most of us have witnessed several major conversions of industrial and manufacturing sites throughout Atlanta with great success. Here are a few examples:

- Fulton Cotton Mill Lofts (1998)
- Atlantic Station (2005)
- Ponce City Market (2014)
- Atlanta BeltLine (2017)
- Tyler Perry Studios (2019)
- Westside Park at Bellwood Quarry (Phase 1A - 2020; possibly delayed due to COVID-19)

Mayor Lary, Councilpersons, and Director Wheeler, I implore you to hear the voices of Stonecrest and South DeKalb residents. We urge you to stop this solid waste recycling center from coming to Stonecrest. Additionally, I ask that you use your negotiation skills to halt its relocation to any area within DeKalb County. I close with two quotes from page 17 of the Final Draft Comprehensive Plan 2038 City of Stonecrest:

- "Vision Statement "Community, Commerce and Culture working together as a world class city."
- "The city balances the need to grow and prosper in a sustainable manner and where citizens, business, Commerce, educational institutions are involved in decision making in building a high quality of life for Stonecrest Citizens."

I submit for your consideration: no matter what kind of buffers are built, no matter what kind of infrastructures are improved, no matter what kind of tax benefit this

business will bring to Stonecrest, we can all agree that having a solid waste recycling center literally in a residential community does not build "a high quality of life" for anyone. And if you disagree with my thesis, I suggest you relocate Metro Green Recycling Three to your neighborhood.

Sincerely Submitted by

A Concerned South DeKalb Resident,

--

Sofia Jolly

To whom it may concern,

This email is to inform you that we want the work to stop permanently and we want a full investigation into why we weren't considered in the decision making process that is allowing a recycling facility in our residential community. This is endangering our safety and health. Thank you.

Sincerely yours, concerned citizen of Miller Woods subdivision

--

Malaika Wells

Dear Mr. Wheeler, Mr. Mayor and Council Members,

As it pertains to rezoning in general, and considerations coming up before you in particular, in all your decision-making, please be led by the will of the residents you serve and the insights available to you in the future land use map.

Thank you,

--

Michelle Lennard

I am writing to voice my concern for the Old Business section of the Ordinance for RE-ZONING application (6086 & 6100 Hillandale Dr). Please do not approve this application. The developer has not laid out the plans in writing for who will live here, how they will screen applicants. Let's keep it zoned for commercial purposes which will be better suited in the long run.

Thanks

--

**X. WORK SESSION ITEMS**

a. N/A



## **XI. PUBLIC HEARING**

**Amended Motion 5** – made by Mayor Lary to table public hearing from agenda to April 24, 2020. Seconded by Council Member Jimmy Clanton.

**Motion passed unanimously.**

## **XII. OLD BUSINESS**

a. N/A

## **XIII. NEW BUSINESS**

a. Final Plat for Bentley Estates

**Motion 6** – made by Mayor Lary to approve the final plat for Bentley Estates. Seconded by Council Member Jimmy Clanton.

**Motion passed unanimously.**

b. Final Plat for Lakeview at Stonecrest Subdivision (Phase 1)

**Motion 7** – made by Mayor Lary to approve the final plat for Lakeview at Stonecrest Subdivision Phase 1. Seconded by Council Member Jimmy Clanton.

**Motion passed unanimously.**

c. Setting 2020 Millage Rate for Stonecrest Resolution by Mayor and Council, presented by Plez Joyner.

**Motion 8** – made by Mayor Lary to approve resolution as read. Seconded by Council Member Jimmy Clanton.

**Motion passed unanimously.**

## **XIV. EXECUTIVE SESSION**

**Motion 9** – made by Mayor Jason Lary to go into Executive Session for litigation purposes. Seconded by Council Member Jimmy Clanton.

**Motion passed unanimously.**

**Motion 10** – made by Council Member Jimmy Clanton to come out of Executive Session and back into City Council Meeting. Seconded by Council Member George Turner.

**Motion passed unanimously.**

**XV. CITY MANAGER COMMENTS**

a. N/A

**XVI. CITY ATTORNEY COMMENTS**

a. N/A

**XVII. MAYOR AND COUNCIL COMMENTS**

**Council Member Tammy Grimes/District 5** – Everyone please continue to push for census and reminding everyone of Run-off elections coming up on August 11<sup>th</sup>. Also, if you have previously voted by absentee ballot and would like to do so again, you **MUST** request another ballot. Look on Tammy Grines-D5 Facebook page. Vote as if our lives depend upon it. Dekalb County school board did approve going back to school virtually starting August 17<sup>th</sup>. Thank you so much for allowing educators to go back to the jobs they love virtually.

**Council Member George Turner/District 4** – Echo census efforts. Hoping the Mayor’s robo-call will make a difference. Targeting reluctant population. Anticipated visiting spots to reach that population. He has gone to some service stations off Hillandale Road area, known for low turnout. Plans have been put on hold. Did take flyers and contacted On Common Ground, who stated he could use boxes that are in place. Will try and have a meeting on next Thursday.

**Council Member Jazzmin Cobble/District 3** – Has census numbers from week ending July 5<sup>th</sup>. Stonecrest was at 51.4%, Dekalb as a total was at 59.8% and the state as a total was at 57.7%. We are over the 50% category, but still have a ways to go. Looking forward to getting census meeting together hoping to make more progress. Looks as if we are working towards the same purpose. We should end up in a good place.

**Council Member Rob Turner/District 2** – Even though the city has not mandated masks, please start and keep wearing your masks. There is still a pandemic and it is getting worse. There are a lot of activities going on, you must have social distancing and need to wash your hands, wear your mask and sanitize. We want you to be around for the census and benefit from it. Take care of yourselves.

**Council Member Jimmy Clanton/District 1** – Everyone be safe out there and be aware. More than that be educated for yourself. Get accurate information for yourself and stay informed. Our city is wide open. Call or email your city council member and get all the information you can and make certain it is accurate.

**Mayor Jason Lary** – This pandemic is serious and just like Councilman Rob Turner said, it is sneaking up on everybody and the numbers are higher but people are less afraid. And should be more afraid. He is afraid. Hopefully soon Dekalb County will approve the distribution of the Covid-19 Funds. The Major and Committee have priorities put together, with the main ones being the restaurant business, our media outlets, our small business incubators that can go out and reach those small businesses that we can touch and most of all, making sure every citizen has a mask. Will make sure everyone in Stonecrest is protected. We will have a truck and go to every neighborhood, and every place we can find. Will also source kid masks. Mentioned discussions of putting plans in place as to how kids will go back to school. What happens when one kid gets sick and the whole classroom must disburse. Our lives and how we do business are changing. Speaking not only to citizens, but to council and everyone listening, we cannot run all businesses off, but all business is not good business. We must have compassion, affordable housing, and workforce housing. People are saying what they do not want gas stations, etc., but how do we prosper and grow from there. Thank Council for approving mileage rate so that we can collect the right amount of funds to be able to support our Parks and Rec System. Now the citizens of Stonecrest, those that file, will be paying less for more services like we've promised for years. Next up on deck is Public Works and Sanitation. And Public Safety after that. We will be a full-fledged city and will be the new Black Wall Street. We will make everyone proud and have everything going exactly the way its supposed to be. Working in harmony and in the spirit as Rob Turner teaches. That is how he wants the rest of the city to be.

## **XVIII. ADJOURNMENT**

**Motion 11** – made by Council Member Rob Turner to adjourn the council meeting.  
Seconded by Council Member Tammy Grimes.

**Motion passed unanimously.**

**Read and adopted in the regular meeting of the City Council held on this \_\_\_\_ day of \_\_\_\_\_, 2020.**

---

**Mayor Jason Lary**

**ATTEST:**

---

**Megan P. Reid, City Clerk**



## CITY OF STONECREST, GEORGIA

---

*Honorable Mayor Jason Lary, Sr.*

*Council Member Jimmy Clanton, Jr. – District 1*

*Council Member Rob Turner- District 2*

*Council Member Jazzmin Cobble – District 3*

*Council Member George Turner- District 4*

*Tammy Grimes – District 5*

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### CITY COUNCIL MEETING MINUTES

August 10, 2020

7:00 p.m.

Virtual Meeting Available to the Public via YouTube Live

- I. **CALL TO ORDER:** Mayor Jason Lary
- II. **ROLL CALL:** All members present.
- III. **INVOCATION:** Invocation was led by Council Member Rob Turner.
- IV. **PLEDGE OF ALLEGIANCE**
- V. **APPROVAL OF THE COUNCIL AGENDA:**

**Motion 1-** was made by Council Member AJzzmin Cobble to add under New Business, Item C. Contract Management and was seconded by Council Member George Turner.

**Motion passed 4-2 with Mayor Jason Lary and Council member Jimmy Clanton voting nay.**

Mayor Jason Lary suggested to Change the item under Presentations to be: a. DeKalb County Police Chief Swearing In, b. Mayor's Community Development Award and c. Mayor's Mid- Year Update.

**Motion 2** was made by Council Member Rob Turner to approve the agenda with above formentioned changes and was seconded by Council Member Tammy Grimes.

**Motion passed 4-2 with Mayor Jason Lary and Council member Jimmy Clanton voting nay.**

- VI. **MINUTES:**
  - a. **July 9, 2020 Special Called Minutes**

**Motion 3-** was made by Mayor Jason Lary to approve the minutes from July 9, 2020 Special Called Meeting and was seconded by Mayor Jason Lary.

**Motion passed unanimously.**

**b. July 13, 2020 Public Hearing Meeting Minutes**

**c. July 13, 2020 City Council Meeting Minutes**

**d. July 27, 2020 City Council Meeting Minutes**

**Motion 4-** was made by Mayor Jason Lary to table the minutes from July 13, 2020 Public Hearing, Minutes from July 13, 2020 Council Meeting and minutes from July 27, 2020 Council Meeting until August 24, 2020 and was seconded by Council Member Rob Turner.

**Motion passed unanimously.**

**e. August 3, 2020 Special Called Meeting Minutes**

**Motion 5-** was made by Mayor Jason Lary to approve the August 3, 2020 Special Called Meeting Minutes and was seconded by Council member Rob Turner.

**Motion passed unanimously.**

## **VII. PRESENTATIONS:**

a. Mayor Lary swore in Chief Mirtha Ramos as Chief of Police for DeKalb County and Stoencrest.

b. Mayor's Community Development Award presented to Usman Gandhi of Hiram Properties in his effort to improve Stonecrest by developing a modern commercial site at Klondike road and Brownsmill Road (Klondike Corners.)

c. Mayor's Mid-Year Update

Staff gave a complete update on each department thus far in 2020.

## **VIII. APPOINTMENTS:**

**a. City Manager Appointment**

**Motion 6-** was made by Mayor Jason Lary to suspend the regular meeting and to go into executive session for Personnel Matters and Pending Litigation and was seconded by Council Member Rob Turner.

**Motion passed unanimously.**

**Motion 7-** was made by Mayor Jason Lary to adjourn Executive Session and to resume Regular Session and was seconded by Council Member Jimmy Clanton.

**Motion passed unanimously.**

**Motion 8-** was made by Mayor Jason Lary to delay the decision to vote on City Manager to another time and was seconded by Council Member Jimmy Clanton.

**Motion passed unanimously.**

## **IX. PUBLIC COMMENTS**

a. City Clerk Megan Reid read aloud the Public Comments.

--

*Concerned Citizens of South DeKalb*

*Good afternoon,*

*The residents of South Dekalb are unified in our opposition to the building of a toxic concrete recycling plant being built in our residential area. Would any of you want to live next door to this carcinogen producing dump??? Of course, you wouldn't want it near YOUR house. Why would you think we want it near OURS? We are demanding that you all IMMEDIATELY place a Stop Work order on the Metro Green site on Miller Road. The TRO does absolutely nothing for us right now. Please put that "Stop Work Order" on at your 8/10/20 meeting. The citizens are tired of the stall tactics and special called meetings. The time is NOW. Please listen to your constituents. Isn't that who you are supposed to represent?*

*Thank you,*

*Concerned Citizens of South Dekalb*

--

*Monica Gilbert*

*August 10, 2020*

*Public Comment – Monica Gilbert*

*Good evening Mayor Lary and Council,*

*My name is Monica Gilbert and I have been a resident of South Dekalb County for over 36 years and have lived 32 of those years in now what we call the City of Stonecrest. I am not considered one of the founding fathers of Stonecrest nor a part of its inner circle, but I did, however, vote for it to become a city.*

*Stonecrest would not have become a city unless the citizens living in portions of Lithonia voted for it. Our affirmative YES votes were needed to fulfill your cityhood dream. Now that your dream has been fulfilled, we the citizens, have earned a seat at the table. We should be respectfully and attentively listened to.*

*I oppose toxic recycling businesses of any kind in our beloved Stonecrest/South Dekalb. It's a known fact that the air quality will be negatively and adversely affected by its byproduct. We don't need this in Stonecrest! What kind of an environment are we leaving for future generations? What kind of environment are we creating for us to live our last days? What about the noise, traffic, possible road repairs, etc....?*

*Many people of color suffer from numerous underlying medical conditions and the toxicity from a recycling company is not what we need in Stonecrest! We're dying from Covid 19 by the hundreds of thousands because of some form of toxicity!*

*I am 63 years young and do not consider myself an "ASS" or "IGNORNANT." What I am is a concerned citizen who wants the best for Stonecrest. Please know the way we talk to, and about people, our tone and mannerism says a lot about us.*

*A lot of people are watching Stonecrest, so let's put our best foot forward and respect the opinion of others. Let's work together for a better Stonecrest!*

*In closing, Mayor Lary, you recently mentioned John Lewis and C T Vivian were so very proud of cities ran by African Americans. What you say is true, but I think they would question why toxic plants, dollar stores and gas stations are now slated as the primary businesses for future economic growth for said cities.*

*Respectively,  
Monica Gilbert*

*--*

*Tracy Hickman and Family  
Hello Megan and CM-Turner,*

*I would like to ask the Mayor and the council to issue a stop work order on Metro Green if not already (please lock the gates). It is within your power as the Council to do so and it is in the best interest of the citizens of Stonecrest and the neighboring cities to stop the work being done daily at the Metro Green site off Snapfinger Woods Dr. The permit to work was issued although they were not compliant with Dekalb County. I do not care who is to blame EPD, Mayor Lary, Dekalb County, Zoning, etc. We want to fix the blame and correct the issue and get them out of our neighborhood. Therefore we are asking that not only you place the stop work quickly, we are asking that the stop work order remain in place and will not be lifted until the Dekalb County court has issued a hearing date and ruling.*

*I do appreciate (I think) the filing of the TRO, we do not know how long this will take, hence the request to stop them from working. And we are not sure of the details for this filing but understand all legal strategies cannot be discussed publicly. Therefore we are hoping that we can trust that this proceedings and filing are in our best interest.*

*We are watching this meeting tonight and outside doing a car rally! We will continue to fight to stop this plant from coming into our city! We hope you understand we only want what is right for us and we hope you all feel the same.*



Tracy Hickman and Family,  
Stonecrest Citizens

--

Faye Coffield

*CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.*

*First let me acknowledge the movement of Home Depot into the Lithonia Industrial Boulevard corridor. I would like to thank Home Depot for selecting an area which was already zoned for their intended use and will have no negative impact on the homeowners and residents of Stonecrest. Hopefully more companies will follow their example and move into one of the already zoned commercial areas which do not impact residents.*

*My first concern is when will city hall reopen to the public. Our children are returning to school, in person and virtually. If it is safe enough for a retrn to school, why can't city hall open for public meetings?*

*With regard to Home Depot I would like to know the following:*

- 1. Where they given a tax credit or tax waiver? If so how much and for how long?*
- 2. Will there be a specific number of Home Depot jobs set aside for Stonecrest residents?*
- 3. Why is there no STOP WORK order in the Metro Green matter? I understand there is a request for a Temporary Restraining Order. However why is there no STOP WORK ORDER until the Temporary Restraining Order can be decided?*
- 4. After the fiasco with Metro Green, is there an effort to evaluate all properties in Stonecrest to determine if there are conflicts between existing zoning. i.e. are some parcels zoned for development which is inconsistent with the current zoning? By that I mean are there other properties which were rezone residential from commercial but still have adjoining properties that are commerical.*

*Stonecrest has the ability to become one, if not the best small city in the State of Georgia.*

*Faye Coffield*

--

*"...Power Concedes Nothing without Demand....*

*Frederick Douglas*

*Courage is standing up against injustice  
even when everyone else remains seated.*

*Faye*

## **X. PUBLIC HEARING**

**None.**

## **XI. OLD BUSINESS**

**None.**

**XII. NEW BUSINESS**

a. **Stonecrest 2020 Paving Project - Phase 2 Approval**

There was much discussion regarding the parameters of the Purchasing Policy and there needs to be clarification to make sure this is not in violation of the Purchasing Policy.

**Motion 9-** was made by Mayor Jason Lary to defer the decision until August 24, 2020 and was seconded by Council member Tammy Grimes.

**Motion passed unanimously.**

b. **COVID-19 CARES Act IGA Approval**

**Motion 10-** was made by Mayor Jason Lary to approve the COVID-19 CARES Act IGA as read and was seconded by Council Member Jimmy Clanton.

**Motion passed unanimously.**

c. **Contract Management**

Mayor Jason Lary heard the requests from City Council Members pertaining to having documents regarding most recent Contract. Mayor Jason Lary said he would have the documents on August 17, 2020.

**XIII. EXECUTIVE SESSION**

**None.**

**XIV. CITY MANAGER UPDATE**

Happy Birthday Council Member Tammy Grimes.

**XV. CITY ATTORNEY**

**None.**

**XVI. MAYOR AND COUNCIL UPDATES**

**Council Member Jimmy Clanton-** None.

**Council Member Rob Turner-** Be safe and wear a mask.

**Council Member Jazzmin Cobble-** Happy Birthday to Council member Tammy Grimes and a special Happy Birthday to Mason (Council Member Jazzmin Cobble's Son.)

**Council Member George Turner-** Census 2020 deadline is set for September 30, 2020. Complete Count Census Meeting is set for August 12, 2020 at 6pm.

**Council Member Tammy Grimes-** None

**Mayor Jason Lary-** None

**XVII. ADJOURNMENT**

**Mayor Jason Lary adjourned the meeting at 11:41pm**

**Read and adopted in the regular meeting of the City Council held on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

\_\_\_\_\_  
**Mayor Jason Lary**

**ATTEST:**

\_\_\_\_\_  
**Megan P. Reid, City Clerk**



## CITY OF STONECREST, GEORGIA

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*Honorable Mayor Jason Lary, Sr.*

*Council Member Jimmy Clanton, Jr. – District 1*

*Council Member Rob Turner- District 2*

*Council Member Jazzmin Cobble – District 3*

*Council Member George Turner- District 4*

*Council Member Tammy Grimes – District 5*

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### CITY COUNCIL MEETING AGENDA

VIRTUAL MEETING

August 24, 2020

7:00 p.m.

Citizen Access: URL

- I. **CALL TO ORDER:** Mayor Jason Lary
- II. **ROLL CALL:** Megan Reid, City Clerk
- III. **INVOCATION-** Rajan Zed, President, University Society of Hinduism
- IV. **PLEDGE OF ALLEGIANCE**
- V. **APPROVAL OF THE COUNCIL AGENDA**

**Motion 1** – made by Council Member Rob Turner to approve the agenda with the change of moving Panola Shoals Restoration Project by the South River Alliance from New Business to Item b under Presentation. Seconded by Council Member George Turner.

**Motion passed unanimously.**

VI. **MINUTES:**

- a. Approval of Public Hearing Minutes July 13, 2020

**Motion 2** – made by Council Member George Turner to defer the July 13, 2020 Public Hearing Minutes until the next regular scheduled City Council Meeting. Seconded by Council Member Rob Turner.

**Motion passed unanimously.**

- b. Approval of City Council Meeting Minutes July 13, 2020

**Motion 3** – made by Council Member George Turner to defer the July 13, 2020 City Council Meeting Minutes until the next regular scheduled City Council Meeting. Seconded by Council Member Rob Turner.

**Motion passed unanimously.**

c. Approval of City Council Meeting Minutes July 27, 2020

**Motion 4** – made by Council Member George Turner to defer the July 27, 2020 City Council Meeting Minutes until the next regular scheduled City Council Meeting. Seconded by Council Member Rob Turner.

**Motion passed unanimously.**

d. Approval of the August 10, 2020 City Council Meeting Minutes

**Motion 5** – made by Council Member George Turner to defer the August 10, 2020 City Council Meeting Minutes until the next regular scheduled City Council Meeting. Seconded by Council Member Rob Turner.

**Motion passed unanimously.**

## **VII. PRESENTATIONS:**

- a. **City of Stonecrest Household Hazards Event**, Saturday, August 29th @ the New City Hall Complex from 10:00am until 2:00pm
- b. **Panola Shoals Restoration Project** by South River Watershed Alliance
  - i. Phase 1 – The Bonneville Foundation & Georgia Power Grant for \$237,437
  - ii. Phase 2 – The Georgia Outdoor Stewardship Program (GOSP) Grant for construction of a kayak/canoe launch at Panola Shoals and Everett Park

## **VIII. APPOINTMENTS OR PERSONNEL:**

Mayor Jason Lary announced City Halls newest personnel. Camille Taylor, Taisha White, Gia Scruggs and Janice Jackson.

## **IX. PUBLIC COMMENTS**

*(this meeting will be conducted virtually, the public comments received via email in advance of the meeting will be read into the minutes by the City Clerk)*

--

### 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, Megan Reid, as soon as possible, preferably 2 days before the activity or event.*

My name is Elise Thomas and I am a resident of the English Oaks Subdivision, located in the county of Dekalb. I have just been aware that there is a recycling plant being built at 5152 Snapfinger Woods Road by Metro Green Recycling. The recycling plant is in area near several subdivisions, places of worship, apartment complexes and schools. The building of Metro Green Recycling plant will affect the whole community with problems ranging from health issues to lower property values.

At this time I'm asking for all you to get involved, investigate, and deny Metro Green Recycling plant expansion into our Stonecrest community.

be blessed; be a blessing et Work produced by faith, endurance inspired by hope, labor prompted by love Philippians 2:16

--

Good day Members of City Council,

I'm writing this letter to express my dissatisfaction in your response and lack of urgency in issuing a "stop work order" on the Metro Green project. Metro Green is building a fence but that is not enough. Our house shake, we can no longer sleep past [7:00am](#), 6 out of 7 days a week, because of the construction that is going on. Your home is suppose to be where you find peace, but we have no peace. We elected you to represent us, and I'm sad to you all have fallen short. I'm asking you to be courageous and do what's morally right. We need a stop work order now. It doesn't matter if the weather forecast predicts rain or sunshine. We are in imminent danger. For the council member that feel as if they can no longer represent us, please hand in your resignation and let someone who is not afraid to fight for justice have your spot.

Thank you,  
Kamla Gonzales

--

Good evening,

Tonight the citizens of South Dekalb are standing in opposition to the continued building of a toxic business being built in the BACKYARDS of a residential community. We are demanding that Jason Lary, and the Stonecrest City Council, do what is necessary to stop Metro Green from building on Miller Road & Snapfinger

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Woods Rd. We KNOW that the Mayor & Council members can put a Stop Work Order on that site TONIGHT. We need you all to stop straddling the fence and do it. We cannot take another excuse. We don't care about pending litigation. We want you to stop what you ALL have allowed to begin. Black Lives must matter more than corporate dollars. Stonecrest should put the HEALTH of their citizens FIRST. No one wants Stonecrest coffers to prosper on the backs of Black residents. If this concrete recycling plant is allowed to build only feet away from hundreds of homes and apartments, you will be allowing toxic fumes to be released into our air. Silica is a known carcinogen. You will also be allowing a peaceful community to be subjected to the noise of concrete being crushed 6 days a week, 12 hours per day. Would any of you want to live next door to that? Would any of you want your retired parents to breathe in those fumes daily? Would you want your children and grandchildren to have developmental issues because of contaminated air and water from this plant? Do you think the Mayors of Dunwoody or Alpharetta would allow their constituents to suffer like this?

Black Lives Matter. We need all of you to fight for the predominantly Black community that will be affected by this toxic site. STOP METRO GREEN RECYCLING NOW.

Thank you,

Concerned Citizens in South Dekalb

--

Xavier Bolton Miller

I'm a resident of miller woods subdivision. I don't want this recycling plant near my home or any where in our community. This recycling plant is a health hazard in our community and should be put to a stop immediately. I demand the mayor and council members, put in a stop work order immediately, to stop further construction of this plant. Lastly I wanted to know what was the conclusion of the investigation into how metro green received its permits, and where the permits obtained illegally.

--

I've been a resident of south DeKalb most of my adult life. I've participated in county & community meetings, in support of, and in opposition to, various initiatives. This is the 1st time I've felt that our county AND municipal officials have blatantly betrayed the trust of residents.

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Putting a toxic "recycling" plant in a residential area AND down the street from a public school, is NOT in the public good. It is an environmental and public health danger which cannot and WILL not be undone. It must be STOPPED.

This will endanger the health of the residents and destroy our quality of life! This would NOT happen in another part of the county! It wouldn't even be considered!!! What about OUR property values???

I've read articles which have tried to spin this travesty as an oversight or other governmental jargon, but it's actually the selling out of an entire community for the financial benefit of \*some\* who do business with the city & county.

Who approved this?

Who failed to take action to halt it?

What personal financial was gained?

What is the city and the county doing to represent the citizens in the area?

We will be there and hold each of you accountable.

--

To the Stonecrest officials:

Once again the community is waiting for you all to stop the work going on right now at the Metro Green site on Miller Road and Snapfinger Woods Drive. We understand that a hearing will take place on August 26, 2020 but you all could have prevented them from working on that site two weeks ago. The public needs to see where each of you stands. Will you be on the side of justice and vote for a " Stop Work Order " or will you allow the destruction of a residential community to continue? We urge you tonight to vote on a Stop Work Order. We will not rest until that toxic business is shut down.

Again we ask you would any of YOU want to inhale toxins every time you step out of your door? That is what will happen to thousands of South Dekalb residents if you continue to allow Metro Green to build literally in our backyards. Would any of you want to see your property values plummet drastically because a toxic dump site is across the street from your home? Would any of you want your future children &

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grandchildren to suffer developmentally because toxins were released in the atmosphere and water? This will be on your heads if Metro Green is allowed to build that site on our backs.

We need you to put the PEOPLE first and not toxic corporations. What side are you on? Take a side tonight and stand on it. Stop Metro Green Recycling NOW!

Pyper Bunch

--

Adam Klesitz

We do not want this industrial recycling plant in our backyards! It will cause noise and air pollution and devalue the many nearby homes. This is far too close to residential areas. City Council--vote for a stop work order for the Metro Green Recycling Plant.

--

Hello Megan and CM-Turner,

I would like to ask the Mayor and the council to issue a stop work order on Metro Green if not already (please lock the gates). It is within your power as the Council to do so and it is in the best interest of the citizens of Stonecrest and the neighboring cities to stop the work being done daily at the Metro Green site off Snapfinger Woods Dr. The permit to work was issued although they were not compliant with Dekalb County. I do not care who is to blame EPD, Stonecrest Council, Mayor Lary, Dekalb County, Zoning, etc. We want to fix the blame and correct the issue and get them out of our neighborhood. Therefore we are asking that not only you place the stop work quickly, we are asking that the stop work order remain in place and will not be lifted until the Dekalb County court has issued a ruling.

We are watching this meeting tonight and outside doing a car rally! We will continue to fight to stop this plant from coming into our city! We hope you understand we only want what is right for us and we hope you all feel the same.

Tracy Hickman and Family,  
Stonecrest Citizens

--

Jeremy Scott

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Valaise Path  
Stonecrest,GA

Mayor and Council,

It's great to see a new grocery development coming to our city in District 2 at Covington Hwy and Panola, This area of Stonecrest is home to Several tv studios including The CW and Acuity brands the #1 lighting company in North America and among the top in the world. However what good is a new grocer and \$250k townhomes if the property's on the other 3 corners of Covington Hwy and Panola rd look like something only seen in undesirable neighborhoods. Dekalb Commissioners love to talk about what Stonecrest isn't doing, well let's show them something and get this intersection which frankly looks "Hood" cleaned up and returned to or surpassing it's former glory. After all this is the gateway into Stonecrest on Covington Hwy coming from Unincorporated Dekalb, and one of the ways outsiders will be traveling into Stonecrest to visit our new Home Depot distribution site or to plan their own Projects in the Stonecrest business park. LETS CLEAN UP ALL OF STONECREST starting with our gateways.

--

I have been a resident of lithonia for 32 years and a home owner for 6 of those years. The mayor is the face of the city and it's concerning how he interact with the council members. More time is spent under minding the council instead of working along with them to get the job done. It's sad watching the meeting and u can tell it's issues and if I was someone looking to bring business to Stonecrest I would have second thoughts now. At every meeting it is an issue with something when most of them show it's from not having organization within the executive staff and hold everyone accountable. Ie there was a comment made about the minutes not being available because someone was out for surgery is not an excuse. If you have problems in house it should never show outside and right now it's showing. I appreciate council members turner, cobble, and grimes for the actions they are bringing to the front to make the mayor follow rules he created. I want positive results and right now the negative is out weighing that because of the dysfunction in the executive staff. Mayor is was very unprofessional to make the comment someone had to be an ass because people have an issue with waste green making it into there back yard. The goal of each executive member should be leaving a lasting mark for years to come. Let's do better as a whole because I'm embarrassed right now to say I'm a resident of Stonecrest

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Turquoise T Mosley

**X. PUBLIC HEARINGS:**

**a. Stonecrest Transportation Master Plan**

**Motion 6** – made by Council Member Rob Turner to open hearing for the Stonecrest Transportation Master Plan. Seconded by Council Member Jimmy Clanton.

**Motion passed unanimously.**

**Motion 7** – made by Council Member Jimmy Clanton to close the public hearing for the Stonecrest Transportation Master Plan. Seconded by Mayor Jason Lary.

**Motion passed unanimously.**

**b. RZ-20-001 (6086 & 6100 Hillandale Dr) - rezone the subject properties from MR-1 to MR-2 and Future Land Use Character to Urban Neighborhood for the development of 120 units of workforce housing**

**Motion 8** – made by Mayor Jason Lary to open the public hearing for the rezoning of RZ-20-001. Seconded by Council Member Jimmy Clanton.

**Motion passed unanimously.**

**Opposition of RZ-20-001**

Mayor Lary and Councilpeople,

This rezoning is a wolf in sheep's clothing. The applicant calls this workforce housing but it simply is low-income housing that will be open to anyone who can afford it whether they work in Stonecrest or somewhere else; and whether they work at all. If the council approves this rezoning there is nothing that requires the developer to do diddly as far as who lives there. The developer has not mentioned which businesses or types of business have the workforce he claims he will house. And that doesn't matter, because once it is approved the city will have no control of that and no recourse. The developer has not mentioned how

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he will screen people to make sure that work in Stonecrest. And that doesn't matter, because once it is approved the city will have no control of that, either, and no recourse for that, either. The description of "workforce housing" is a ruse. It is the bait in what easily could be a bait-and-switch. I hope that Stonecrest isn't so hungry for development that it will try to snatch the cheese in this mousetrap.

Dave Marcus

--

We do not need anymore low quality housing in Stonecrest or Southeast Dekalb! We definitely don't need it if it needs government funding To Build and establish itself! We need quality single family homes and Businesses that improve quality of life! Do not vote to establish this project in our area!

Andrea B Chiat

**In favor of RZ-20-001**

--

Evelyn Riley Moore

I am excited to hear about the Hillandale project. Since there is a new senior development around the corner, and an additional senior development being constructed further up the block, I will assume this will not be housing for the elderly. Since Emory is right around the corner, I hope this new project will not house low income individuals.

Welcome to the neighborhood!!!

--

Greetings to Mayor Jason Lary, City Council and Staff,

I am writing this email in support of the workforce housing development on Hillandale. Currently there is no affordable homes available for people who go work at essential jobs. The affordable homes definition is currently 30% of the gross income. If an adult is a minimum wage earner by state and federal

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standards, they would basically be homeless. There are no homes or hotels available in metro to accommodate minimum wage earners. It is my belief that every citizen has the right to have access to affordable living and we as a community should support removing homelessness from DeKalb. Based on what has been presented to me, this development provides a sense of opportunity for the wage earners. It is also in an area for potential growth to fulfill the mission of Stonecrest ie live, work, play, worship, shop, etc. And for this, I am sending my support of this new development.

If you would like to discuss further, please contact me.

Serving the people,

Teresa Hardy

NAACP DeKalb Branch President  
president@naacpdekalb.org  
Georgia NAACP Treasurer

--

Good Evening:

Thanks for taking the time to allow this to be shared with all of you.

The change from MR1 To MR2 - may seem out of order to some; but as we look around at other communities that are on the move, we see that MR2 structures are prime, thriving and on the rise in competitive communities..

Now does this mean that we want substandard construction in our community? A resounding "No". And I believe that the proposed model would be one of quality and "We" the community shall and will demand quality "Built & Upkeep" Most of all, we the community want to offer every individual a decent place to live and raise their families. Not every family can afford a home or desire homeownership. Thus the demand for rentals is high and changing from MR-1 - MR-2 would allow us to help more families and strengthen our community. We have to accept families where they are now.. Again, with this construction and

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the change from MR-1 to MR-2 would allow us to continue to strengthen families and our community..

Thank you.

Martha Jackson

Realtor

Solid Source Realty, Inc.

Next Door Neighbor/Community Partner

--

Greetings to Mayor Lary, council members, Rob Turner, my councilman, & citizens of our city "Stonecrest"

I am Maxine D. Williams and a 31 year resident of the Somerset Condominium Community.

Let me simply share the growth and changes I have witnessed in the county:

2001 - The Mall at Stonecrest

2005 - DeKalb Medical at Hillandale which is now Emory @ Hillandale

2006 - Lou Walker Center (current member of this Awesome Facility)

Others include - Lithonia Industrial I-20 Interchange, the Brightstone Senior Community and most importantly, the creation of the City of Stonecrest in 2017!

Surely, the Best is yet to come!

I am in support of Blue Ridge Atlantic Development in the creation of workforce housing to continue with economic development that is so vital for our families & our communities.

With Sincere Thanks & Best Regards,

M.Williams

--

My Name is Althier Eady....I am a resident residing in Stonecrest. I am sending this e-mail to show my support for the Workforce

Housing Development Project in Stonecrest. I believe this type of housing will provide young working people with children a nice affordable and safe place to raise their families.

Thank you.

Althier Eady

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--

My name is Jackie Alexander and I'm in favor of work force housing units being built on Hillandale. That area needs help with continued new development for seniors and young people just starting out. Councilman George Turner, I voted for you and I want you to support this development with your "Yes" vote.

--

My name is Bill Bruckner and I am the Chairman of the Stonecrest Housing Authority and a Stonecrest citizen.

Our Federal and State governments know that fair and equitable housing improves the quality of life in communities and invigorates their economies. That is why they set up funding mechanisms for developers to build such housing and established Housing Authorities to ensure the appropriate developments receive that funding.

As the city's Housing Authority, we won't consider so called welfare housing. To live in the developments we consider, you must have a job, you must have good credit, and you must be at a certain income level. We review the developer's reputation, and their previous developments. We want to know what type of security will be provided, what kind of parking, what kind of lighting, the quality of the building materials, and the amenities that will be provided.

Based on these criteria, the Stonecrest Housing Authority unanimously approved the Inducement Resolution for Blue Ridge Atlantic. It lets them know that if they can overcome the normal hurdles of building this or any kind of development such as building permits, rezoning, etc. then they will likely get the funding they seek.

My daughter is an assistant manager at a grocery store in Durham, NC., a city that is 6 times the size of Stonecrest. Despite the pandemic, she must show up every day for work and confront people who refuse to wear masks. She works hard, she works long hours, she pays taxes, but she doesn't make a lot of money. This is the type of housing she needs. These are the types of rent she can afford and indeed pays today. This allows her to have a little money left over to spend

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on entertainment, restaurants, clothes shopping and all the things a community needs to thrive economically. She is a good person who deserves this type of housing as do health technicians, nursing assistants, orderlies, dental assistants, law clerks, teaching assistants, court reporters, security guards, office clerks, and all the many other people like her who would be eligible for these apartments. (That's based on May 2019 Georgia State Occupational Employment and Wage Estimates).

Please don't judge people by their income or by a few bad apples. I know plenty of people who can afford \$500,000 homes that I wouldn't want to live next to.

I encourage you to approve the rezoning for this development.

--

Dear Mr. Reid,

As a new member of the Dekalb County Branch of the NAACP, I would like to express my support for the Workforce Project for the Reserve at Hillandale in Stonecrest. I live in Stone Mt. and used to live off 124. Such a project is necessary for this neighborhood because it will provide affordable rents for working adults, jobs for area residents, and tax revenue for the area through population growth.

The misconception that such housing will bring an undesirable element to the neighborhood should be ignored because it is false. Affordable housing is an extreme need for Metro Atlanta's working families who are being priced out of many Metro area cities, and the Stonecrest area is no different. After the economic struggles of 2000 and 2008, the area and points SW could no longer support its real estate. but residents still need housing. They work and pay taxes and deserve to have housing they can afford.

I hope you will push this project forward. Thank you for your time.

Sincerely,  
Melissa Kemp

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**Motion 9** – made by Council Member Rob Turner to close the public hearing for the rezoning of RZ-20-001. Seconded by Council Member Jimmy Clanton.  
**Motion passed unanimously.**

- c. **SLUP-20-001** (3881 Button Gate Ct) - to operate a personal care home up to 6 residents

**Motion 10** – made by Council Member George Turner to open the public hearing for SLUP 20-001 to operate a personal care home for up to 6 residents. Seconded by Council Member Jimmy Clanton.  
**Motion passed unanimously.**

**Opposition of SLUP-20-001**

--

Attn: Stonecrest City Council (M. Reid)

My name is Sean Pittman. For the past approx. 20 yrs., my wife Teresa and I have resided at 3835 Button Gate Court, Lithonia (Stonecrest), GA 30038. I received a mail invite to a Special Land Use Permit zoom meeting related to the residence of 3881 Button Gate Court, Lithonia (Stonecrest), GA 30038.

My wife and I attended this meeting on Fri. June 26 - 6:00PM. In this meeting, Tony Martin, Andrea, Jay Long, and Christine expressed their interest of intent to establish the 3881 Button Gate Court residence which is located within 500ft. of my family residence as a Personal Care Home (PCH). They informed all meeting attendees of their desired points of interest to use said residence as a business to house/facilitate persons with Developmental Issues (Mentally ill Clients). After listening to their (Permit applicants) discussion points, my wife and I expressed our 'Very Strong Objections' and embedded concerns to this Permit which would allow approval for said Business interest in our neighborhood. Additionally, several neighbors attending the call expressed their objective concerns/sentiments as well.

(PCH) Strong objections were related and elaborated to:

1) Profound historical experiences with Group Homes and/or PCH - Neighborhood home shootings, thefts illegal drug selling, severely unmaintained property, crowds from visitors, littering, loitering, increased traffic/speeding, over-all increase in crimes, and etc.

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2) Neighborhood/residential Family safety - Applicants home located two houses away from bus stop of school students that attend MLK High School and Browns Mill Elementary.

3) Security - Potential 1 to 4 ratio of care givers to mental clients. We absolutely do Not want our kids exposed to additional safety risk of being victims of unstable persons negative activities. My wife and I personally have 3 kids in our household whom are outside freely playing/bike riding daily.

Originally, this neighborhood was really nice and family oriented when my wife and I moved in. Once the Group Home and/or PCH activities began to establish here, the quality of the community quickly diminished and became very unsafe for residences. Over the last two years, we have observed the community has improved since the City of Stonecrest has implemented ordinances with follow-up compliance which has decreased the presents of these Businesses in our area. Due to the many extremely negative experiences from these types of Businesses we have endured during our living in this community for approx. 20 yrs., we are Absolutely and Firmly Againt any support of PCH permit in our neighborhood. We have advised applicants to consider securing an establishment of this nature in a business district instead.

On Aug. 4, 2020, Planning and Zoning submitted their denial to the PCH request; we are requesting your full support in denial of this permit in our area as well.

Thank you sincerely for your attention to this matter.

Regards,

Sean Pittman

--

Nakia Fowler

Please find below comments to be read during the city council meeting regarding the request to rezone 3881 Button Gate into a personal care home.

I am concerned about the rezoning request for 3881 Button Gate. Our neighborhood already has four of these homes and the city of Stonecrest has more than 20 according to the Stonecrest GIS map. Continuing to allow personal care homes and group homes may cause a reduction in the value of our property for homeowners in my neighborhood and could make Stonecrest a less ideal location

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to attract high quality restaurants, stores and entertainment options. Furthermore, personal care homes and group homes have at times been associated with an increase in traffic and street parking, unmaintained property and an accumulation of trash. During two previous meetings, the petitioners indicated that they have never operated a personal care home and do not plan to live in the personal care home. As such, I do not have confidence that the petitioners have the training necessary to keep the clients and the neighborhood families safe. Furthermore, this home is two houses away from the bus stop for the local elementary, middle and high schools. For all of these reasons and the expressed opinions of so many of my neighbors, I am not in favor of this rezoning request being approved by the city council.

--

I'm resending my email with further explanation of my opposition to the rezoning permit petition for a personal care home for males diagnosed with mental illnesses at the above address. Please acknowledge receipt of this email. I also ask that this version be read at the hearing. My concerns are as follows:

(1) I'm a recent retiree and the location is within 1/4 mile of my home which puts me at risk. I need to be as safe as possible in this community. It's my understanding that we have had a prior incident with a PCH in the neighborhood that more negatively impacted seniors.

(2) Many of us walk in the neighborhood and this type of group home creates an unsafe environment considering the prior incident. Additionally, the school bus stop is approximately 350 feet from the location which further puts the children at risk. There is fear for the children if they're outside and not accompanied by an adult. Depending on the severity of the mental illness, what happens if one of the mentally challenged males has a psychotic episode and harms a little boy or little girl? There is also the danger of indecent exposure. The children are vulnerable and should not be subjected to this.

(3) The rezoning request states up to 6 people for the residence. This is a 4 -5 bedroom home and there is the probability that this could end up with 10+ unrelated residents in the home which also causes obvious concerns.

(4) There will be increased traffic (including foot traffic by the residents) in/out of the neighborhood with employees, health care professionals, ambulatory services,

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visitors etc. which is prone to increased criminal activities, loitering, lurking, fighting, and unkept premises, etc.

(5) The impact on our property values will be devastating with adverse consequences. Undoubtedly, market value will plummet causing diminished equity and pushing mortgages underwater. There are currently several PCH's already in this neighborhood and Stonecrest in general already has a high concentration of these 24/7 operations. Enough is Enough! I guess our subdivisions are becoming even more of a target for this lucrative type operation at the expense of the homeowners compromising our safety which causes frustration and anxiety. This makes the subdivision undesirable to potential new home buyers.

This is problematic and I'm livid. I've been in my home for the past 20 years since it was built and do not choose to live in a neighborhood with yet another PCH with this one being for mentally ill males. Unfortunately, this will force homeowners to consider selling during the pandemic. My case is even worse because it will be next to impossible to get a new bank mortgage as a retiree to rebuy another home which would be a crisis for me. I sincerely hope this rezoning permit will not be granted leaving us to fend for ourselves.

Thanking you in advance for your acknowledgment that this email was received.

Maldonia Griffin

--

Dear Ms. Reid and Mr. Turner,

This is in regards to the request to rezone 3881 Button Gate Court in order to open a personal care home. I live at 3816 Button Gate Court and am opposed to this rezoning. I do not feel it is the right fit for our community.

Our neighborhood is made up of single-family homes, many with children and retired individuals. I have heard from a number of community members who live close to the property at 3881 and they fear for the safety of their family members because of the increase of crime a personal care home like this could bring. Having this neighborhood rezoned for group homes would also erode the sense of security I currently feel for my personal property.

The extra traffic a personal care home would bring does not fit in with this secluded community and would be much better suited for a neighborhood with

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better access to public transportation and businesses. On top of the safety issues is the effect on the property values of the surrounding neighborhood. Research studies, including one published by the University of Wisconsin Press, show communities that experienced an establishment of a group home found a decline in property values. (Colwell, Dehring, and Lash, 2000)

Can you please confirm that you received this email?

Thank you very much for hearing my concerns.

Erika Graham

--

Dear Ms. Megan Reid & Mr. George Tuner,

My name is Hyacinth Douglas, my family and I are living at 3821 Button Gate for almost 20 years now and we say NO to the PCH on Button Gate Court. We say NO for several reasons:

I know the City of Stonecrest, and DeKalb County highly promote healthy lifestyle. In my community many of us, uses our subdivision to exercise. We currently, feel free to walk, jog or stroll at varying time of the day. If this PCH approve, it will surely change this freedom for me and the rest of my neighbors.

The property is only two houses away (approximately 350 feet) from the bus stop for the local elementary, middle and high schools. Children may no longer be able to freely play outside without increased parental fears for their safety. Especially during this time of the pandemic, outside play is the only option many of us have to allow our children an outlet. The owners of this home are projecting 4-6 mentally unstable male residents, which may not be conducive to children freely playing nor women freely walking and taking in other forms of exercise.

If this move is approved, it could negatively affect all of our property values.

Realtors may not show their clients our neighborhood and potential buyers may be less inclined to move here when the community learns of this new change.

Thus, our equity gains over the past few years could be negatively affected. Plus, compared to the northern parts of Dekalb County, Stonecrest is already saturated with personal care homes and group homes in residential neighborhoods, which could potentially make Stonecrest a less appealing city to attract more diverse restaurants, stores and entertainment options in our business/commercial districts.

Sincerely,

Lennox & Hyacinth Douglas

--

**Motion 11** – made by Mayor Jason Lary to exit the Public Hearing. Seconded by Council Member Jimmy Clanton.

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**Motion passed unanimously.**

*(since this meeting will be conducted virtually, only those public hearing comments received via email in advance of the meeting will be read by the City Clerk)*

**XI. NEW BUSINESS:**

- a. ~~Panola Shoals Restoration Project~~ by South River Alliance
- i. ~~Phase 1~~ The Bonneville Foundation & Georgia Power Grant for \$237,437
  - ii. ~~Phase 2~~ The Georgia Outdoor Stewardship Program (GOSP) Grant for construction of a kayak/canoe launch at Panola Shoals and Everett Park
- b. Approve **SLUP-20-001** (3881 Button Gate Ct) - to operate a personal care home up to 6 residents

**Motion 12** – made by Council Member George Turner to deny the application for SLUP 20-001 (3881 Button Gate Court). Seconded by Council Member Rob Turner.

**Motion passed 4-2 with Mayor Jason Lary and Council Member Clanton Opposing**

- c. Approve **Final Plat for Parks of Stonecrest Pod - D Phase 2**

**Motion 13** – made by Council Member Jimmy Clanton to approve the Final Plat for Parks of Stonecrest Pod – D Phase 2. Seconded by Mayor Jason Lary.

**Motion passed unanimously.**

- d. **Housing Authority Contract with the City of Stonecrest**

**Motion 14** – made by Council Member George Turner to defer Housing Authority Contract with the City of Stonecrest until the next regular scheduled City Council Meeting. Seconded by Council Member Rob Turner.

**Motion passed unanimously.**

**XII. OLD BUSINESS:**

- a. Adopt **Stonecrest Transportation Master Plan**

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**Motion 15** – made by Mayor Jason Lary to move the Adoption of the Stonecrest Transportation Master Plan to the next scheduled meeting.

**Motion passed unanimously.**

- b. Adopt **Mid-Year Budget Adjustments** (if necessary)
- c. Approve **RZ-20-001** (6086 & 6100 Hillandale Dr) - rezone the subject properties from MR-1 to MR-2 and Future Land Use Character to Urban Neighborhood for the development of 120 units of workforce housing

**Motion 16** – made by Council Member Rob Turner to withdraw the application for RZ-20-001. Seconded by Mayor Jason Lary.

**Motion passed unanimously.**

- d. COVID-19 CARES Act
- e. Contract management

### **XIII. EXECUTIVE SESSION**

N/A

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

### **XIV. CITY MANAGER COMMENTS**

N/A

### **XV. CITY ATTORNEY COMMENTS**

N/A

### **XVI. MAYOR AND COUNCIL COMMENTS**

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**Council Member Jimmy Clanton/District 1** – The Council Member’s role is to make sure the people get what they want and need. Looking forward to new developments coming our way.

**Council Member Rob Turner/District 2** – Georgia is a hot spot with Covid-19. Please be careful, wear masks and stay safe.

**Council Member Jazzmin Cobble/District 3** – Welcome back to all students in virtual learning environment. Everybody stay safe and be patient with students, teachers, and staff. Laugh a lot and pray harder.

**Council Member George Turner/District 4** - Say a prayer for Joyner family. Remember Census on Saturday at Recycle Event at New City Hall location.

**Council Member Tammy Grimes/District 5** – Desires to see no one at the polls on Election Day because we would have all participated in Early Voting. Drop your absentee ballot off on Memorial Drive.

**Mayor Jason Lary** – Welcome to new employees. Council is encouraged to begin communicating with Ms. Janice Jackson. We have the chance to become the new Black Wall Street if we work together.

## **XVII. ADJOURNMENT**

**Motion 17** – made by Mayor Jason Lary to adjourn the City Council Meeting. Seconded by Council Member Jimmy Clanton.

**Motion passed unanimously.**

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## CITY OF STONECREST, GEORGIA

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*Honorable Mayor Jason Lary, Sr.*

*Council Member Jimmy Clanton, Jr. – District 1*

*Council Member Rob Turner- District 2*

*Council Member Jazzmin Cobble – District 3*

*Council Member George Turner- District 4*

*Tammy Grimes – District 5*

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### SPECIAL CALLED MEETING

August 28, 2020

6:00PM

Virtual Meeting available on YouTube Live

I. CALL TO ORDER: Mayor Jason Lary

ROLL CALL: All Members Present

II. AGENDA ITEMS

1. Executive Session for Pending Litigation

**Motion 1-** was made by Mayor Jason Lary to go into Executive on and was seconded by Council member George Turner.

**Motion passed unanimously.**

**Motion 2-** was made by Council Member Rob Turner to adjourn the Executive Session and go into the Special Called Meeting and was seconded by Council Member Tammy Grimes.

**Motion passed unanimously.**

III. ADJOURNMENT

**Mayor Lary adjourned the meeting at 7:06pm.**

## XII. OLD BUSINESS:

- a. Stonecrest Transportation Master Plan

CITY OF STONECREST  
**TRANSPORTATION  
MASTER PLAN**



# City of Stonecrest Transportation Master Plan

September 2020



# City of Stonecrest Transportation Master Plan

September 2020

Prepared for:



Prepared by:



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# I. Project Overview & Existing Conditions



# Project Overview

## Project Purpose

The City of Stonecrest’s Transportation Master Plan (TMP) is a framework to guide the City’s transportation investment decisions over a 30-year planning horizon. The TMP includes a comprehensive set of transportation policies and projects to address driving, walking, biking, and transit. Improvements to the transportation system are prioritized as short-term, intermediate or long-term needs. The plan provides solutions to address the City’s transportation issues and identify potential funding sources for projects.

## Project Goals



### Improve Connectivity for Live, Work and Play

Develop multi-modal transportation solutions that provide seamless connectivity for residents and visitors to access jobs and other activities.



### Reduce Traffic Congestion

Enhance traffic capacity and travel flow along major roadways.



### Enhance Biking and Walking Access

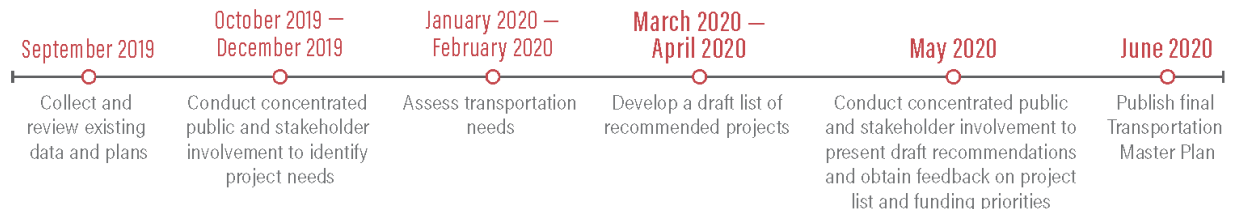
Identify bicycle and pedestrian infrastructure improvements that provide greater access to transit and recreational areas.



### Increase Travel Safety

Incorporate design treatments and policy measures to increase mobility and safety.

## Project Timeline



# Existing Conditions

A thorough analysis of existing conditions in the City of Stonecrest was completed as technical input for the needs assessment. The existing conditions analysis included a detailed review of previous studies, as well as an assessment of existing transportation data.

## Review of Previous Studies

Relevant transportation plans and recommendations were collected and reviewed from previous and current studies that impact the City of Stonecrest. The following studies include:

- The City of Stonecrest Comprehensive Plan 2038 (2019)
- The City of Stonecrest 2019 Pavement Management Analysis Report (2019)
- DeKalb County Parks and Recreation Strategic Plan (2000)
- Stonecrest Livable Centers Initiative (LCI) Plan (2013)
- DeKalb County 2035 Comprehensive Plan (2017)
- Stonecrest Area Overlay District (2020)
- DeKalb County 2014 Transportation Plan (2014)
- DeKalb County Transit Master Plan (2019)
- Atlanta Regional Commission's Regional Transportation Plan (2019)
- DeKalb County Industrial Land and Economic Study (2016)
- I-20 East Transit Oriented Development (TOD) Community Plan (2019)

## Roadway Conditions

### *Roadway Laneage*

Most of the roadways in the City of Stonecrest are two-lane roads. Four-lane roads are found mainly in northern Stonecrest in areas near Interstate 20 (I-20). These roadways include US 278 (Covington Highway), SR 124 (Turner Hill Road), SR 155 (Snapfinger Road) Lithonia Industrial Boulevard, Mall Parkway, Snapfinger Woods Drive, Panola Industrial Boulevard, and Panola Road. I-20 is the only roadway in Stonecrest with six or more travel lanes.

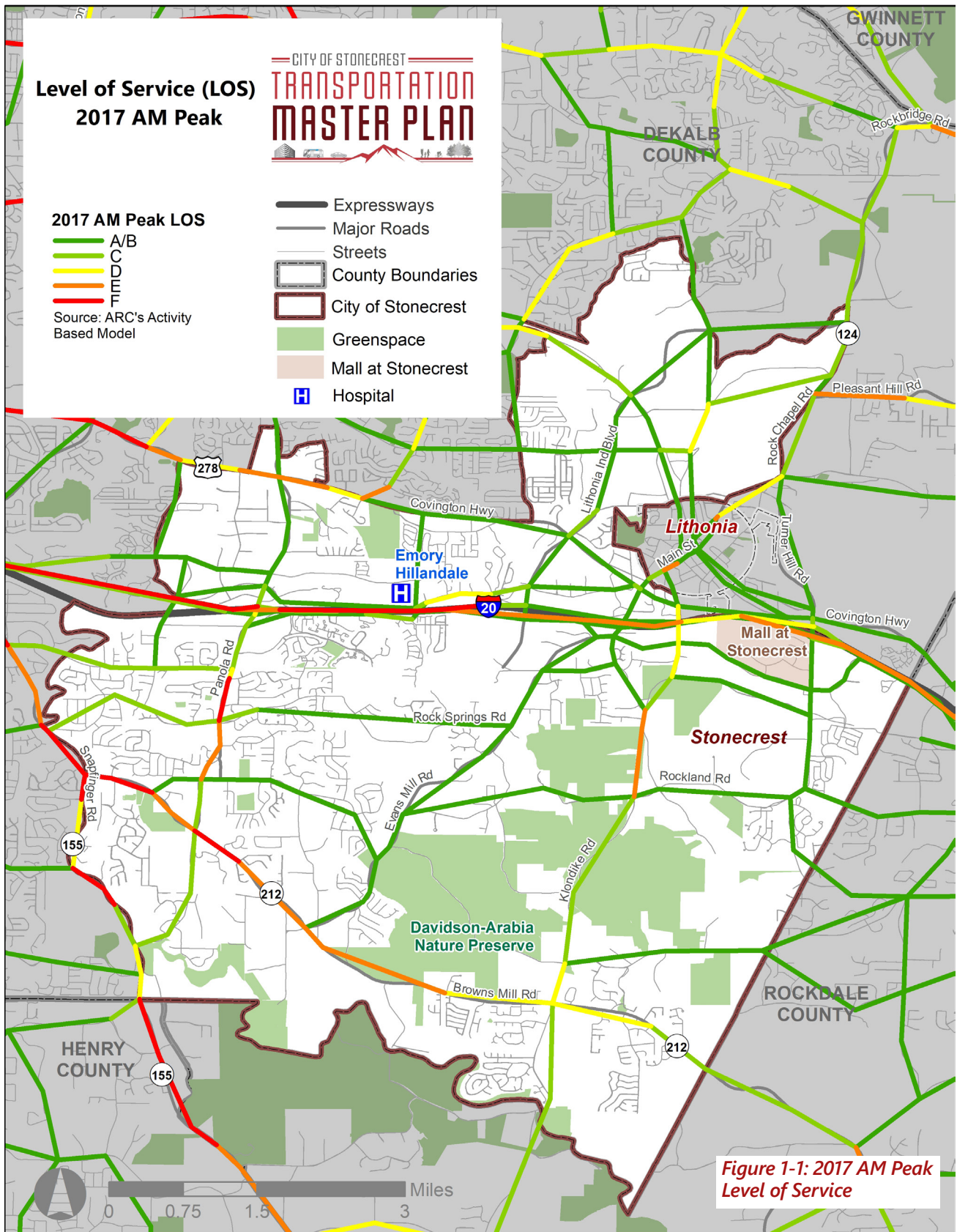
### *Functional Classification*

The functional classification of roadways within the City consists of interstate highways and arterial roadways including I-20, SR 155 (Snapfinger Road), SR 124 (Turner Hill Road), US 278 (Covington Highway), Evans Mill Road, Panola Road, and SR 121 (Browns Mill Road). Local roads primarily exist in residential subdivisions within the city. Collector roads in the city include Rock Springs Road, Salem Road, Thompson Mill Road, Snapfinger Woods Drive, and Mall Parkway.

### *Traffic Congestion*

An analysis of existing roadway congestion in both the AM and PM peak periods was conducted to determine existing (2017) and projected (2040) congestion patterns. Roadway congestion was measured through Level of Service (LOS). LOS is interpreted from little-to-no congestion up to gridlock congestion in order from A to F. An LOS between A and C designates ideal conditions and D is considered to be acceptable in many urban areas. An LOS of E or F represents failing conditions that are in need of planned improvements. Roadways found to have notable congestion based on LOS for AM and PM peak periods for 2017 and projected for year 2040 are shown in Figures 1-1 through 1-4.







### Level of Service (LOS) 2040 AM Peak

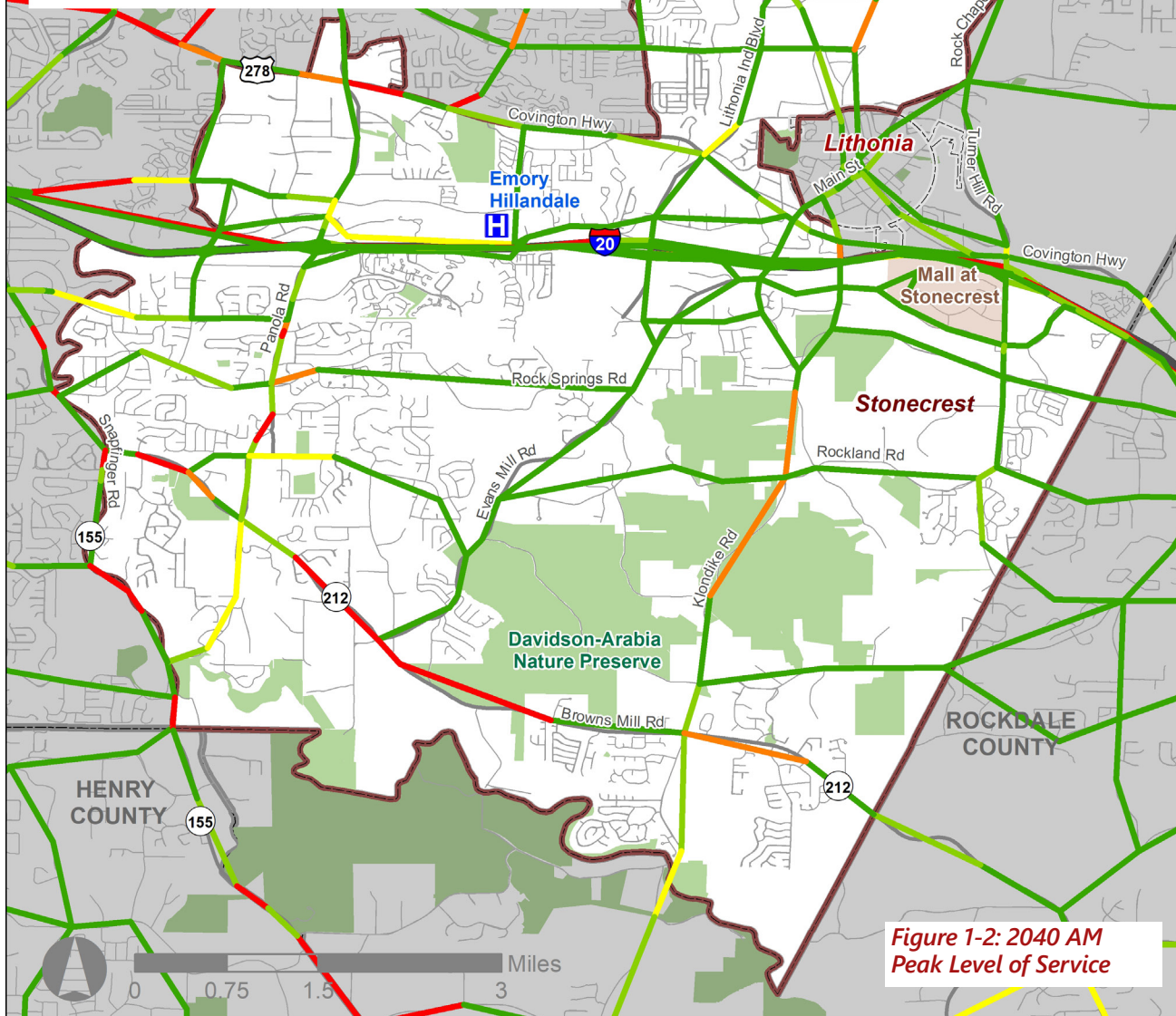
## CITY OF STONECREST TRANSPORTATION MASTER PLAN

#### 2040 AM Peak LOS

- A/B
- C
- D/F
- E
- F

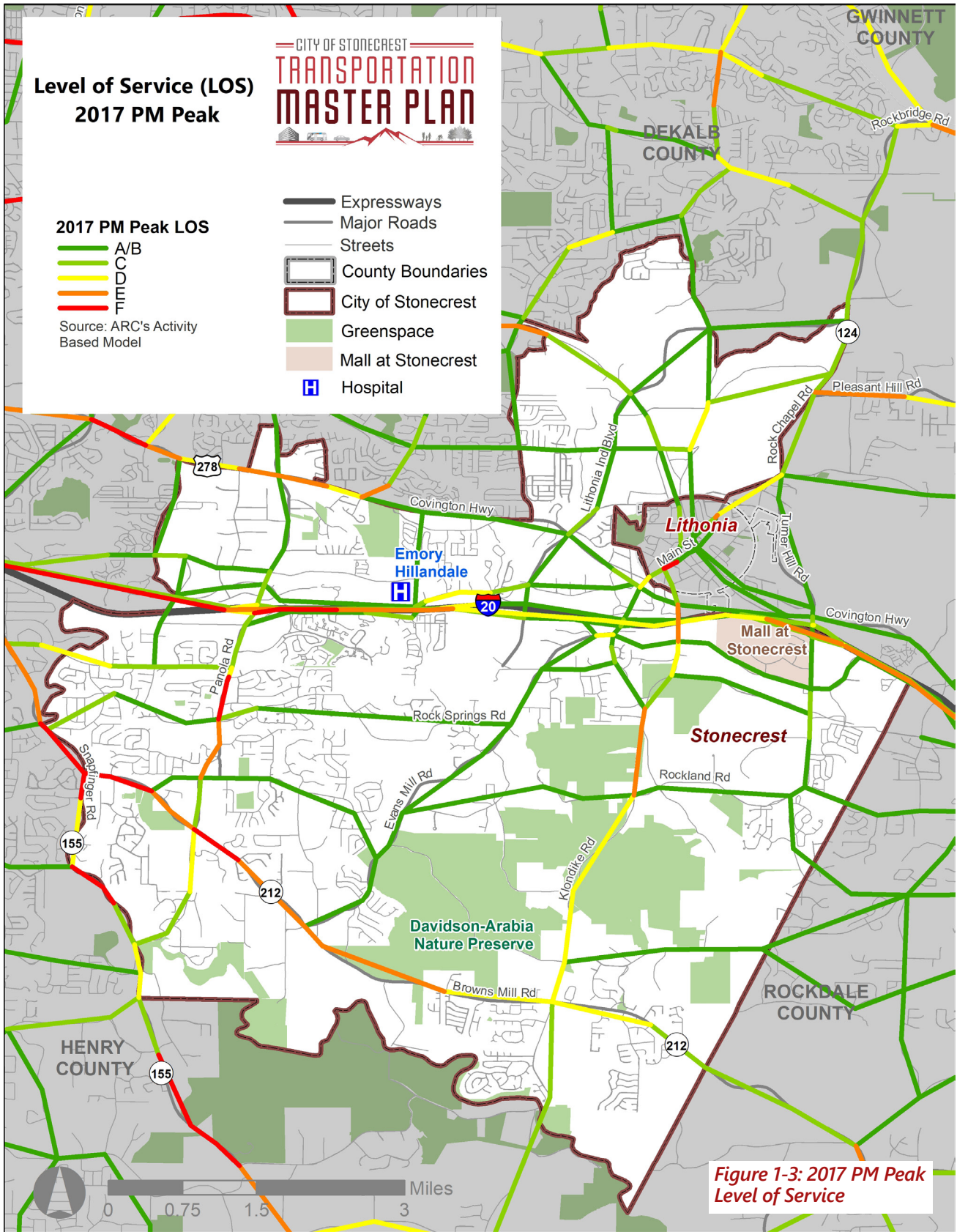
Source: ARC's Activity Based Model

- Expressways
- Major Roads
- Streets
- County Boundaries
- City of Stonecrest
- Greenspace
- Mall at Stonecrest
- H Hospital



**Figure 1-2: 2040 AM Peak Level of Service**







### Level of Service (LOS) 2040 PM Peak



#### 2040 PM Peak LOS

- A/B
- C/D
- E/F
- T

Source: ARC's Activity Based Model

- Expressways
- Major Roads
- Streets
- County Boundaries
- City of Stonecrest
- Greenspace
- Mall at Stonecrest
- Hospital

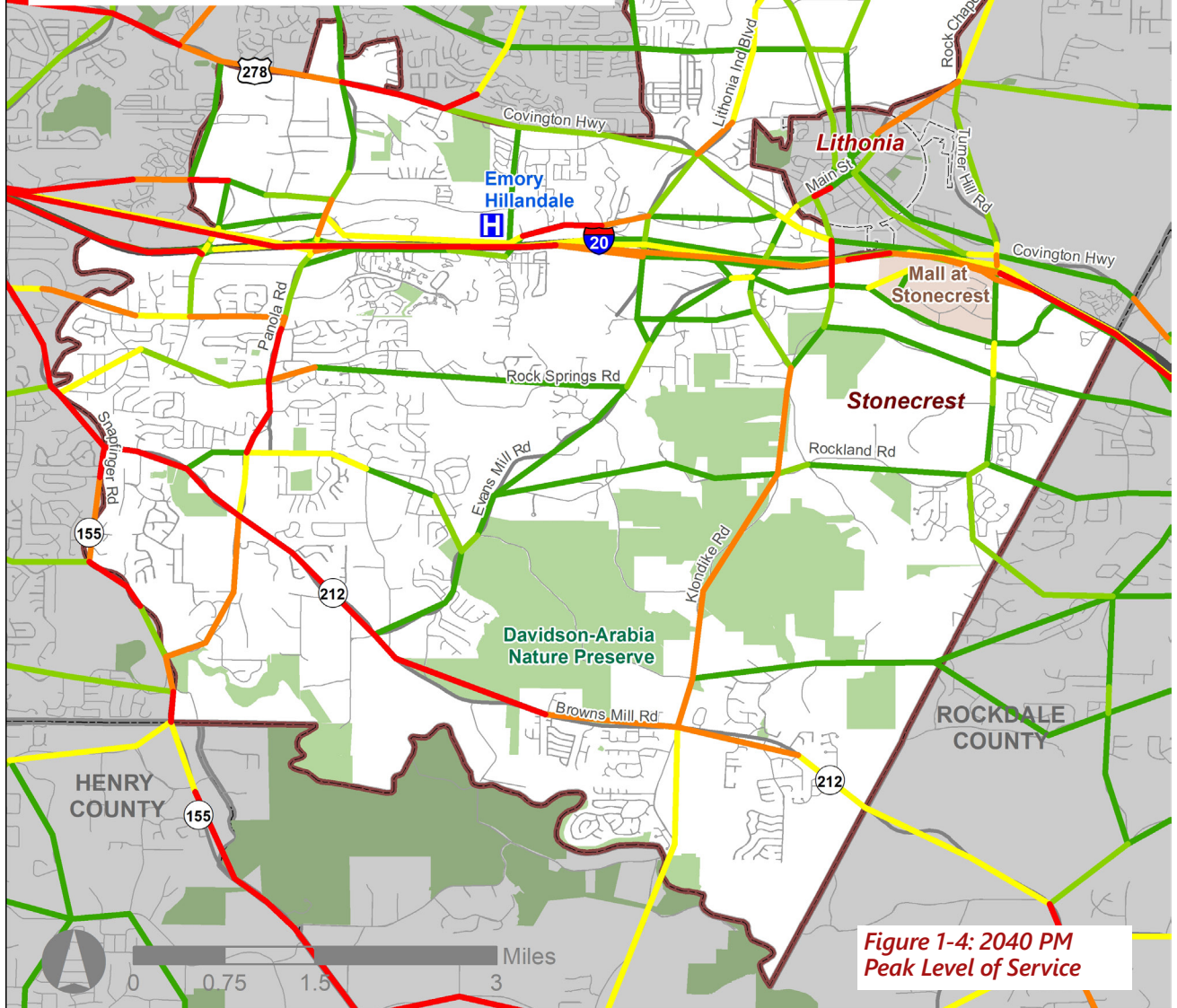


Figure 1-4: 2040 PM Peak Level of Service



### Bridge Conditions

Bridges are classified based upon sufficiency ratings and classified into three groups. Bridges with sufficiency ratings of 50 or less are eligible for federal funds for bridge replacement. There are no bridges in the City in this category. The next category of sufficiency ratings between 50 and 80 are also eligible for federal bridge replacement funding. There are nine bridges in this category, detailed in Table 1-1. No bridges in the City are classified as being in poor condition. Bridges with sufficiency ratings above 80 are generally considered to be in good condition and are not identified as potential bridge improvement needs.

*Table 1-1: Bridges within the City of Stonecrest (National Bridge Inventory)*

Facility Carried	Feature Crossed	Sufficiency Rating	Condition
Evans Mill Road	Pole Bridge Creek	59.4	Fair
Panola Road	I-20 East	68.2	Fair
I-20 East	Pole Bridge Creek	69.5	Fair
Fairington Road	I-20	69.8	Fair
Thompson Mill Road	Snapfinger Mill Road	70.7	Fair
Turner Hill Road	Honey Creek	74.7	Good
I-20 East	Pole Bridge Creek Tributary	75.5	Good
Hillvale Road	Pole Bridge Creek	75.6	Fair
SR 124 (Rock Chapel Road)	Swift Creek	77.1	Good
Covington Highway	Pole Bridge Creek	80.7	Good
Lithonia Industrial Boulevard	I-20 East	81	Good
Miller Road	I-20 East	81.1	Fair
Covington Highway	Swift Creek	81.8	Good
Fairington Drive	Pole Bridge Creek	82.3	Fair
Snapfinger Road	Snapfinger Creek	82.9	Fair
I-20 East	Snapfinger Creek	83	Fair
Turner Hill Road	I-20 East	88.1	Fair
Rock Springs Road	Snapfinger Creek Tributary	92.4	Good
White Circle Road	South River Tributary	92.4	Good
Turner Hill Road	Forest Lake Branch	92.5	Fair
I-20 East Ramp	Pole Bridge Creek	95.2	Good
Rock Springs Road	Pole Bridge Creek	95.4	Fair
Rockland Road	Honey Creek	96.3	Good
Browns Mill Road	Pole Bridge Creek	96.4	Good
Hillandale Drive	Pole Bridge Creek	96.8	Good
Hillandale Road	Pole Bridge Creek Tributary	98.3	Good



## Planned and Programmed Improvements

Planned and programmed improvements are divided into three major categories – programmed, planned, and aspirational projects. Programmed projects have secured funding and are anticipated to be delivered in the near-term. Planned projects are listed in the ARC's Regional Transportation Plan (RTP) as long-range but within fiscally constrained future funding limits. Aspirational projects are long-range 'wish-list' projects with no current designated funding. All projects have been detailed in Table 1-2.

*Table 1-2: Planned and Programmed Improvements (Atlanta Regional Commission RTP)*

Project ID	Status	Project Name	Extents	Project Type
DK-AR-242	Programmed	Panola Road: Segment 3 Operations Improvements - Includes I-20 Interchange	From Fairington Road to Snapfinger Woods Drive	Roadway/General Purpose Capacity
AR-ML-510	Programmed	I-20 East Express Lanes	From I-285 East to SR 124 (Turner Hill Road)	Roadway/Express Lanes
DK-330	Programmed	Turner Hill Road Widening	From Mall Parkway to 1500 feet west of McDaniel Mill Road - Design Phase will include access management plan	Roadway/General Purpose Capacity
RO-237	Programmed	Klondike Road Intersection Realignment	At McDaniel Mill Road	Roadway/Operations & Safety
HE-198	Programmed	Panola Mountain Greenway Trail	From Austin Middle School to Fairview Library	Last Mile Connectivity/Sidepaths and Trails
ASP-HE-188	Aspirational	SR 155 (McDonough Road) Widening	Panola Road to Kelleytown Road	Roadway/General Purpose Capacity
ASP-RO-138A	Aspirational	SR 138 (Stockbridge Highway)	East Fairview Road to Ebenezer Road/Stanton Road	Roadway/General Purpose Capacity
ASP-DK-395	Aspirational	SR 212 (Browns Mill Road) Widening	SR 155 (Snapfinger Road) to SR 138	Roadway/General Purpose Capacity
DK-065A	Planned	Panola Road: Segment 1 Operation Improvements	From SR 155 (Snapfinger Road) to SR 212 (Browns Mill Road)	Roadway/Operations & Safety
DK-327A	Planned	Hayden Quarry Road/Sigman Road Extension - New Alignment	From Turner Hill Road in DeKalb County to Rockdale County Line	Roadway/General Purpose Capacity
ASP-RO-235A	Aspirational	Sigman Road Extension/Hayden Quarry Road - New Alignment	From DeKalb County Line to I-20 at Sigman Road	Roadway/General Purpose Capacity
ASP-RO-214	Aspirational	SR 212 (Browns Mill Road) Widening	SR 155 (Snapfinger Road) to SR 138	Roadway/General Purpose Capacity



Project ID	Status	Project Name	Extents	Project Type
ASP-AR-407	Aspirational	I-20 East Heavy Rail - Phase 2	Wesley Chapel Road to Stonecrest Mall	Transit
ASP-DK-380	Aspirational	I-20 East Collector -Distributor Lanes	Evans Mill Road to Columbia Drive	Roadway/General Purpose Capacity
ASP-DK-391	Aspirational	SR 124 (Rock Chapel Road) Widening	Stephenson Road to Rockbridge Road	Roadway/General Purpose Capacity
DK-328B	Planned	Lithonia Industrial Boulevard Extension: Phase IV - New Alignment	From Woodrow Road to Evans Mill Road	Roadway/General Purpose Capacity

### ***Travel Trends***

A travel trend analysis was conducted to identify origins and destinations and understand current travel patterns within the City of Stonecrest, as well external trips to and from the Atlanta region. The City's study area was segmented into travel market segments to gain insight into current travel desires and needs. The key travel trends include significant internal and external commuting trips within the City and to/from surrounding communities in the region (downtown/midtown Atlanta, DeKalb County and Rockdale County)

## Transit Conditions

Existing transit service in the City of Stonecrest, shown in Tables 1-3 and 1-4, is limited to the northern portion of Stonecrest adjacent to I-20 and northward, including five MARTA routes and three GRTA express routes.

*Table 1-3: Existing MARTA Service Routes*

MARTA Route #	Route Name	From	To	Major Roadways Served
Rt. 86	Fairington Road	Stonecrest Mall	Kensington Station	Mall Parkway, Hillandale Drive, Fairington Road, Minola Drive, Miller Road
Rt. 111	Snapfinger Woods	Stonecrest Mall	Indian Creek Station	Mall Parkway, Turner Hill Drive, Covington Highway, Chupp Road, Hillandale Drive, Snapfinger Woods Drive
Rt. 115	Covington Highway	Stonecrest Mall	Kensington Station	Mall Parkway, Turner Hill Drive, Covington Highway
Rt. 116	Redan Road	Stonecrest Mall	Indian Creek Station	Mall Parkway, Evans Mill Road, Main Street, Stone Mountain Lithonia Road
Rt. 117	Rockbridge Road/ Panola Road	Fairington Parkway	Avondale Station	Fairington Parkway, Panola Road, Minola Drive, Walmart Drive

*Table 1-4: Existing GRTA Xpress Routes*

MARTA Route #	Route Name	From	To	Major Roadways Served
Rt. 423	East Conyers/ West Conyers/Panola Road to Midtown	East Conyers Park & Ride	Civic Center & Arts Center MARTA station	I-20 East (stop at Panola Road Park & Ride)
Rt. 426	East Conyers/West Conyers/Panola Road to Downtown	East Conyers Park & Ride	Civic Center MARTA station	I-20 East (stop at Panola Road Park & Ride)
Rt. 428	West Conyers/ Panola to Perimeter Center	West Conyers Park and Ride	Dunwoody & Medical Center MARTA Station	I-20 East (stop at Panola Road Park & Ride)



## Bicycle & Pedestrian Conditions

Existing bicycle and pedestrian facilities in the City were inventoried and analyzed to determine the availability and need for additional facilities to connect residents with businesses and recreational activities.

A street network effectivity analysis was conducted and identifies the existing streets that connect to other streets (i.e. those that are not cul-de-sacs or loop roads). Within the City of Stonecrest, approximately 45% of the total street network can be considered "effective". High crash hotspot locations were also identified within the City with pedestrian crashes mainly found adjacent to the on- and off-ramps to I-20.

The City of Stonecrest has a wide array of community facilities, including parks, recreational facilities, libraries and schools. Providing consistent, safe, and comfortable multimodal connections to all community facilities will be critical for the economic and personal health of the community. Stonecrest has a robust trail facilities with the Arabia Mountain PATH and the South River PATH, which are the only bicycle facilities within the City.

Only 20% of the streets within the City of Stonecrest have sidewalks, with a majority of these streets being internal to residential developments. Outside of these areas, there are a limited number of sidewalk facilities. Most sidewalks are clustered around Stonecrest Mall and the intersection of Panola Road and I-20.

Bicycle and pedestrian facilities have evolved from serving as "alternative transportation" facilities to filling a critical need in communities' transportation networks. Bicyclists have varying levels of tolerance for the stress created by the volume, speed and proximity of adjacent traffic. This may vary by time of day or trip purpose, and it may evolve over time with bicycling experience. To quantify bicyclist's comfort in Stonecrest, a Level of Traffic Stress (LTS) analysis was performed as displayed in Table 1-5.

Table 1-5: Level of Traffic Stress

Score	Qualitative Assessment	Quantitative Assessment	City of Stonecrest Street Example
LTS 1	Level of stress tolerable by most children, requiring minimal attention of cyclists	<ul style="list-style-type: none"> <li>Low speeds (25 mph or less) on local roads with only one travel lane in each direction</li> <li>Greenways and trails</li> </ul>	<ul style="list-style-type: none"> <li>Great Meadows Road</li> <li>Woodrow Road</li> <li>Trails within Arabia Mountain</li> </ul>
LTS 2	Appropriate riding conditions for the mainstream adult population	<ul style="list-style-type: none"> <li>Lower speed (30 mph or less) on local roads with only one travel lane in each direction</li> <li>Low speeds (25mph or less) on collector or arterial roads with only one travel lane in each direction</li> </ul>	<ul style="list-style-type: none"> <li>Sandstone Shores Drive</li> <li>Shire Drive</li> <li>Chupp Road</li> </ul>
LTS 3	Well-suited for the enthusiastic rider that is confident in his/her riding abilities, but still prefers separated facilities	<ul style="list-style-type: none"> <li>35 mph or less on roads with only one travel lane in each direction</li> <li>25 mph or less on roads with 4-5 lanes</li> </ul>	<ul style="list-style-type: none"> <li>Panola Road</li> <li>Fairington Parkway</li> </ul>
LTS 4	Only tolerated by riders who may be classified as "strong and fearless"	<ul style="list-style-type: none"> <li>2-3 lanes and speeds between 35-55mph</li> <li>4-5 lanes and speeds between 30-55mph</li> </ul>	<ul style="list-style-type: none"> <li>Rock Springs Road</li> <li>Salem Road</li> <li>Klondike Road</li> </ul>
LTS 5	Not appropriate conditions for bicycle traffic	<ul style="list-style-type: none"> <li>Speeds greater than or equal to 55mph</li> <li>Roads classified as US interstate or freeways</li> </ul>	<ul style="list-style-type: none"> <li>I-20</li> <li>Browns Mill Road</li> </ul>



## **II. Summary of Key Transportation Needs**

# Summary of Key Transportation Needs

## Community and Stakeholder Outreach

The objective of the Stonecrest TMP public engagement strategy was to seek out a broad audience of residents and stakeholders to engage and extend an opportunity to participate in the planning process and receive up-to-date information regarding the TMP. A Public Involvement Plan (PIP) was developed that outlined a clear strategy, objectives, and a variety of methods of community engagement activities to reach a large and diverse public that ensured input was gathered and information was disseminated. The TMP outreach team engaged community members and stakeholders with an emphasis on soliciting active community participation. The following outreach materials and activities were included in the process:

### Outreach Materials

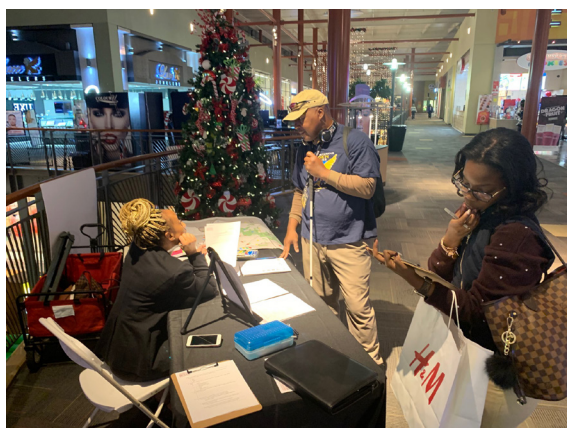
- Fact Sheets/FAQs
- Online Survey
- Project Webpage

### Outreach Activities

- Stakeholder Interviews/Focus Groups
- Community Pop-Up Events
- Virtual Transportation Summit

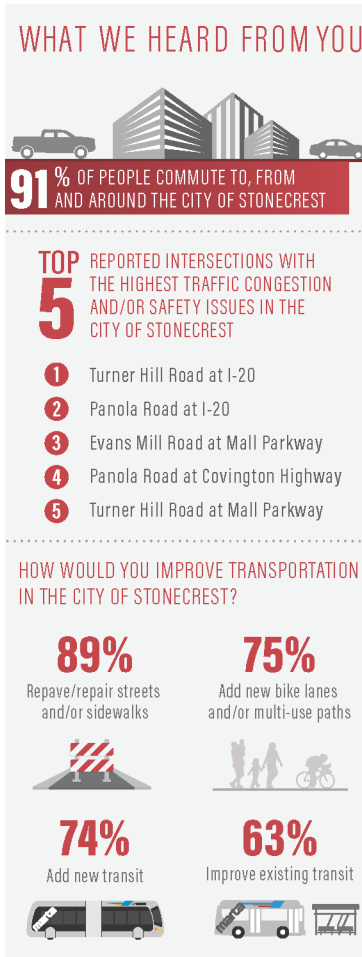


**Figure 2-1: Community Engagement at Stonecrest Fest**



**Figure 2-2: Community Pop-Up at Stonecrest Mall**





**Figure 2-3: Online Survey Results**

## Common Themes from Community and Stakeholder Input

The following summarizes the common themes from input received regarding transportation needs from the community and stakeholders:

- Address potholes and repaving needs throughout the City of Stonecrest
- Increase biking and walking access to neighborhoods, commercial and recreational areas
- Increased multi-modal connectivity within the City of Stonecrest
- Implement more sidewalks and bike paths
- Address traffic congestion and safety at critical intersections
- Transportation investment to support future land uses and mixed-use development
- Address safety at major intersections and with increased street lighting
- Better accessibility to existing transit for seniors
- Extend existing and add new bus routes
- New high capacity transit connections to downtown Atlanta and the airport
- Increase operational efficiencies with signal timing at major intersections



## Key Roadway Needs

Roadway conditions and traffic congestion will continue to worsen along major corridors in the City of Stonecrest. With the primary mode of travel being auto and most commuting patterns occurring within the City and surrounding communities, improvements to the roadway network will be needed. The following presents a summary of roadway needs and opportunities:

- Intersection and operational improvements will increase efficiency and address safety issues
- Roadway improvements should be coordinated with other multi-modal improvements
- Roadway improvements should address more efficient movements of both passenger and freight traffic

## Key Transit Needs

Existing transit services are provided by MARTA and Xpress in the City of Stonecrest for local circulation, as well as regional commuting trips. Most of the transit service is east-west oriented and concentrated in the northern section of the City along and adjacent to I-20. The following presents a summary of transit needs and opportunities:

- More frequent transit service is needed with expanded hours
- Areas south of I-20 are currently underserved and/or unserved by transit
- Increased transit infrastructure included shelters and benches are needed at higher ridership bus stops
- Local transit service that connects to future high capacity transit service planned along I-20 will be needed to support first-mile/last-mile connectivity



## Key Bicycle and Pedestrian Needs

The bicycle and pedestrian needs for the City of Stonecrest should reflect the values and vision of the community. The pedestrian and bicycle gaps in Stonecrest are vast, given its recent rural history, but manageable. The list below outlines the community's bicycle and pedestrian needs:

- Increase the effective network to improve overall mobility and include dedicated bicycle and pedestrian facilities for all users.
- Provide a systemic approach to identify countermeasures approved by GDOT and ARC that include road diets, medians and pedestrian crossing islands, street lighting, and traffic calming to reduce and ultimately eliminate pedestrian crashes.
- Connect community facilities along key corridors to enhance these streets to improve pedestrian mobility.
- With the lack of sidewalks, topography challenges, and constrained right-of-way primarily due to the area rapidly transitioning from a rural community to a more suburban-style community, new side paths could provide the biggest improvement to mobility.
- Arabia Mountain has a robust trail and bike network, along the South River Trail and future trail systems should connect to these existing systems.

## Transportation Program Peer Review and Benchmarking

As part of the existing conditions and needs assessment analysis, a peer review was conducted to gain insight into the Special Purpose Local Option Sales Tax (SPLOST) funding levels, funding sources, organizational structure, and staff size for similar cities. The purpose of this task was to provide the City of Stonecrest with a benchmark for comparison and to identify potential funding and staffing structures for delivering transportation improvements. Six municipalities in Georgia and Tennessee with similar characteristics to Stonecrest were reviewed and interviewed including:

- Gainesville, GA
- Alpharetta, GA
- Tucker, GA
- Hinesville, GA
- Cleveland, TN
- Peachtree Corners, GA

## Key Takeaways

The following summarizes the key takeaways after interviewing and speaking with transportation staff at these peer municipalities. Overall, their transportation funding, staffing and program management structures varied across the peer municipalities.

### ***Funding Sources:***

- In general, each jurisdiction relies on their general funds to fund transportation programs.
- SPLOST funding is incorporated in most jurisdictions.
- Unique or non-traditional funding sources vary from bonding, to grants to partnering with other entities, such as a Community Improvement District (CID), to fund the transportation program.

### ***Funding Levels:***

- The funding levels for transportation programs varied greatly from \$1.2 million annually to \$18 million annually.
- A minimum of 10% of the general funds should be dedicated to transportation programs.

### ***Staffing Levels:***

- Staffing levels varied from 1 employee to 52 employees in the peer cities.
- A larger transportation staff is required for a program that keeps all functions in-house.
- A smaller transportation staff is required to manage the program management agreements.

### ***Program Management Structure:***

- This split evenly between the peer cities with dedicated in-house staff to outsourced staff with in-house program management.



# III. Universe of Transportation Projects

## Overview

The first step in developing a recommended project list and implementation plan involved identifying a universe of potential transportation projects. This reflects all potential projects the City could pursue to address their transportation needs. This is a fiscally unconstrained list of projects that can be viewed as aspirational in nature.

A variety of sources were consulted to identify the universe of transportation projects. These included stakeholder interviews, focus groups, an online public survey, technical analysis and previous planning efforts. A variety of project types were identified, and these can be broadly grouped into roadway, transit, and bicycle and pedestrian projects. A project list, description, and planning level cost estimates for each project type is provided in this section.

## Roadway Project Types

Roadway projects have been grouped into five categories listed below. These projects are mapped in Figure 3-1.

- **Intersection Improvements:** This category includes a variety of project types that improve the operation and safety of intersections. This includes adding turn lanes, signalization, diverging diamond interchanges (DDIs) and roundabouts.
- **New Roadways:** This category includes new roadway alignments or extensions of existing roadways. New roadways provide critical missing connections within the City and can help alleviate congestion on existing routes.
- **Roadway Capacity:** This category includes adding additional travel lanes to existing roadways. Roadway widenings are the most cost-prohibitive and high-impact means of addressing congestion issues and should be pursued only when lower impact operational improvements are insufficient. Given the expense of such projects, widenings should be prioritized along the most congested and heavily traveled corridors.
- **Operational Improvements:** This category encompasses a variety of projects that increase the efficiency and safety of the roadway network, without requiring major increases in capacity and the significant costs they require. These improvements include signal retiming and coordination, adding turning or passing lanes, and adding medians and curb and gutter.
- **Corridor Study:** This category includes detailed planning studies to determine the most appropriate transportation improvements. Recommended improvements may include a combination of intersection improvements, additional roadway capacity, and operational improvements.



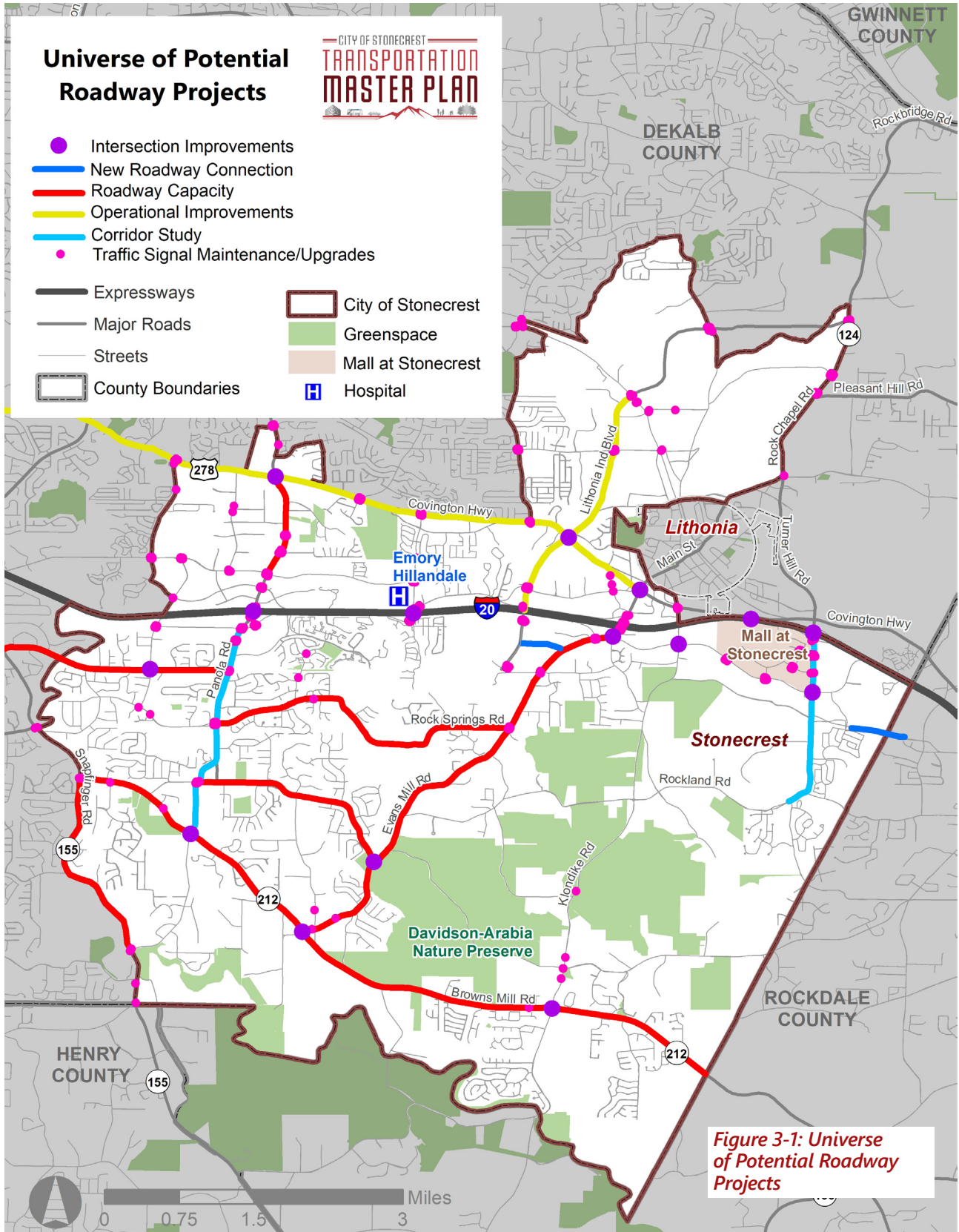


Figure 3-1: Universe of Potential Roadway Projects

## Transit Project Types

Transit projects have been grouped into five categories listed below. In the summer of 2019, DeKalb County completed an extensive multi-year planning study focused on transit improvements throughout the county. This study, known as the DeKalb County Transit Master Plan, encompassed significant involvement and input from DeKalb County municipalities, including the City of Stonecrest. The recommendations of the DeKalb County Transit Master Plan have been incorporated into the Stonecrest Transportation Master Plan and serve as the foundation for identified transit improvements in the City.

- Bus Stop Improvements:** Improvements at bus stops located throughout the City have been identified as important needs. High ridership stops have been designated as priority locations for these improvements. Locations with average weekday boardings of 50 or more have been identified as priority locations for bus shelters and stops with between 25-50 boardings have been identified as priority locations for benches with concrete pads. MARTA is currently pursuing a major initiative to enhance bus stops through implementing additional shelters and benches funded through existing sales tax revenues.
- Transit Centers:** A transit center is being planned by MARTA in the Mall at Stonecrest area. This center would facilitate bus-to-bus transfers, provide covered shelter, Breeze card kiosks, restrooms, vending, bike racks, and real-time bus arrival information. Multi-modal mobility connections to car-sharing and bike-sharing services would also be provided. In the long-term this center is planned to include a connection to high-capacity transit to downtown Atlanta and other employment centers.
- Bus Rapid Transit (BRT):** BRT was identified as the most cost effective high-capacity transit solution along I-20 East within the City. In the long-term BRT is envisioned to be retrofitted to support rail transit service. BRT is a bus mode that is designed to operate like a train. To reduce the impacts of congestion, BRT vehicles operate in a designated transit lane or in managed lanes within limited access facilities. BRT vehicles carry fewer people and travel at slower speeds than trains, but BRT infrastructure is much less expensive to build. BRT vehicles are often articulated, allowing



*Figure 3-2: Bus Rapid Transit (BRT)*





for greater capacity, and more stylized than local buses. Stations offer amenities like ticket vending machines, directional signs, and real-time bus arrival information.

- **Arterial Rapid Transit (ART):** ART is planned along Covington Highway from the Stonecrest Transit Center to the Kensington MARTA station. ART is a frequent bus service with strategic enhancements to improve its speed and reliability. ART vehicles operate on regular streets in mixed traffic such that they are affected by automobile congestion, but they incorporate short bus-only lanes adjacent to major intersections to reduce delays. ART systems may also employ technology to reduce delay caused by traffic signals. Passengers may pay at select stations, which speeds the boarding process. Passengers board from platforms that are level with the bus's floor which helps people of all abilities to board more easily. Stations are typically spaced about 1/3-mile apart and offer amenities like ticket vending machines, real-time bus arrival information, etc.



*Figure 3-3: Arterial Rapid Transit (ART)*

- **Expanded Local Bus Service:** The DeKalb Master Transit Plan identified areas in south and east DeKalb County, including the City of Stonecrest, as needing expanded local bus service. This would include extending service in southern Stonecrest along Evans Mill Road, Panola Road, and SR 212 (Browns Mill Road). New fixed-route local bus service would expand the paratransit service area in the City for those with to mobility challenges to areas located within three quarters of a mile around new routes.



# Universe of Potential Transit Projects



- Bus Stop Improvements**
  - Priority for bench upgrades
  - Priority for shelter upgrades
- I-20 East Bus Rapid Transit (BRT)**
- BRT Station**
- Covington Highway Arterial Rapid Transit (ART)**
- Expanded MARTA Local Bus Service**
- Stonecrest Transit Center**
- Existing MARTA Bus**
- Expressways**
- Major Roads**
- Streets**
- County Boundaries**
- City of Stonecrest**
- Greenspace**
- Mall at Stonecrest**
- Hospital**

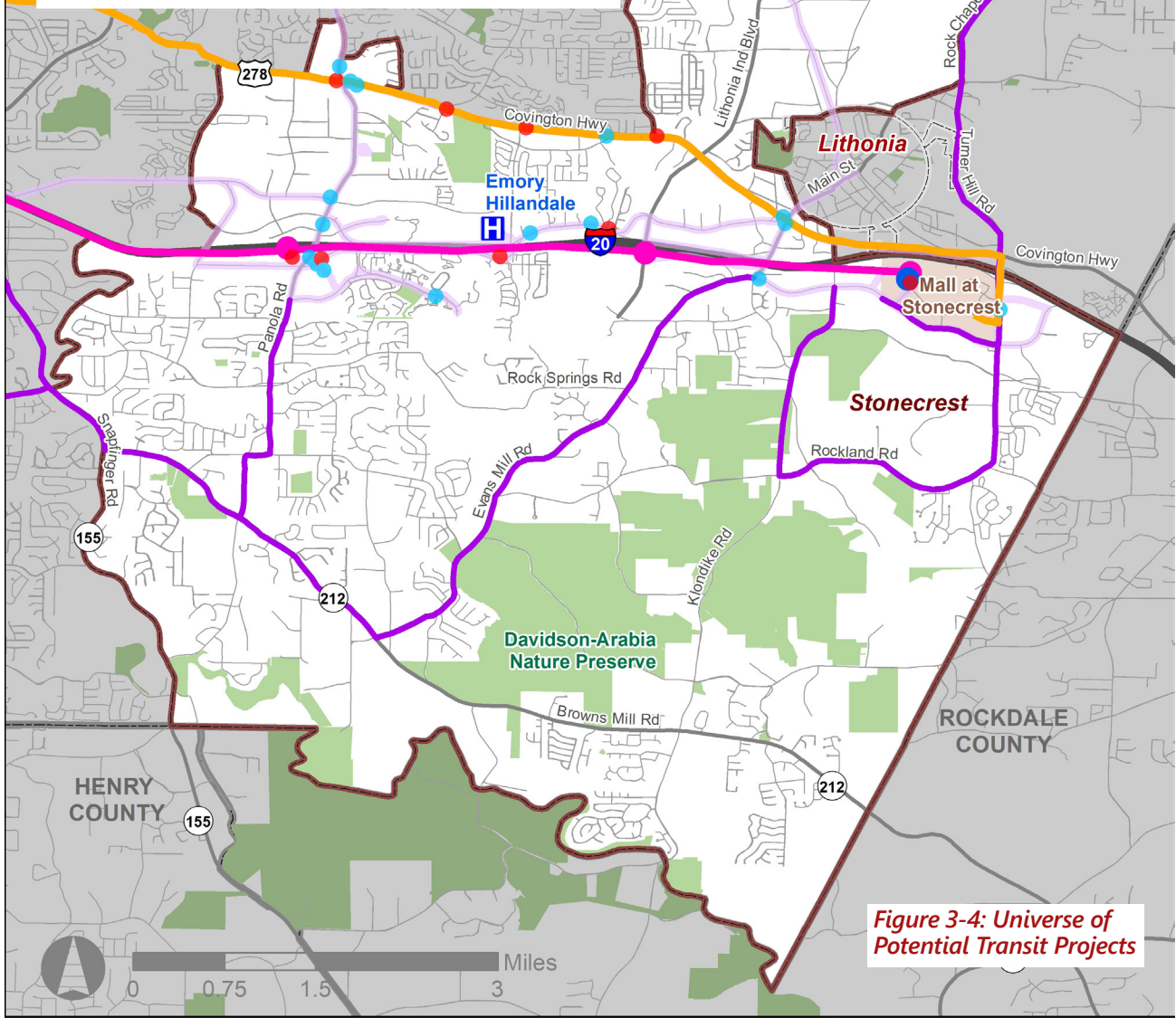


Figure 3-4: Universe of Potential Transit Projects



## Bicycle and Pedestrian Projects

Bicycle and pedestrian projects have been grouped into six categories listed below. Estimated costs do not include right-of-way acquisition. Intersection improvements and associated crossings are included in segment cost estimates.

- **Neighborhood Greenways:** These are also known as bicycle boulevards or neighborhood slow streets, and provide priority to bicycles and pedestrians on residential streets with low vehicular volumes. These streets can provide critical connections to neighborhoods, schools, parks, business districts, and major bicycle routes. At a minimum, bicycle boulevards should provide route identification such as shared lane markings or “BICYCLE MAY USE FULL LANE” signs, and wayfinding to navigate. The cost estimates include traffic calming elements, like speed tables, which encourage drivers to slow down and improve comfort and safety for cyclists.
- **Sidewalks:** These are dedicated pedestrian facilities along streets.
- **Side Paths:** These are a type of shared use path designed for and generally used by bicyclists, pedestrians, and other non-motorized users. It combines the sidewalk and bike lane into one shared two-way zone next to a street. Given the limited right-of-way on many of the effective street network these are identified as part of a sidewalk expansion or new facility. Cost estimates are for a 12-foot-wide concrete facility.
- **Trail:** The PATH Foundation has contributed significantly to the off-road trail network within the City of Stonecrest. The greenway trail system identified in this effort take advantage of the natural topography and amenities of the area, while connecting community activity centers and residential developments. Trail facilities are similar to side paths, but they are in natural settings rather than next to a street.
- **On-Street Bikeway:** These provide dedicated on road bicycle facilities. To provide safety and comfort for all users, a protected facility is ideal on roads identified as effective due to the number of vehicles, classification, and speed. A preferable width of a bike lane is at least 6.5 feet, with a minimum 2-foot bicycle buffer.
- **Cul-de-sac Connector:** These connectors, which would be obtained by an easement, would be limited to a bicycle and pedestrian only facility and improve overall connectivity between neighborhoods and the wider greenway system.

# Universe of Potential Bicycle and Pedestrian Projects



- Existing and Previously Proposed Trails
- PATH Trail
  - - - Proposed PATH Trail
  - Multi-Use Trail
  - - - Potential Trail
  - - - Soft Trail
  - Boardwalk
  - Emergency Access

## Linear Projects

- Cul-de-sac Connector
- Neighborhood Greenway
- On-street Bike Lanes
- Shared-use Path
- Sidewalk
- Trail

## Spot Projects

- Access Management Study
- Crossing TBD
- Crosswalk
- Intersection Improvements
- Potential I-20 Crossing
- Shared Parking Agreement
- Trailhead

- Expressways
- Major Roads
- Streets
- County Boundaries

- City of Stonecrest
- Greenspace
- Mall at Stonecrest
- Hospital

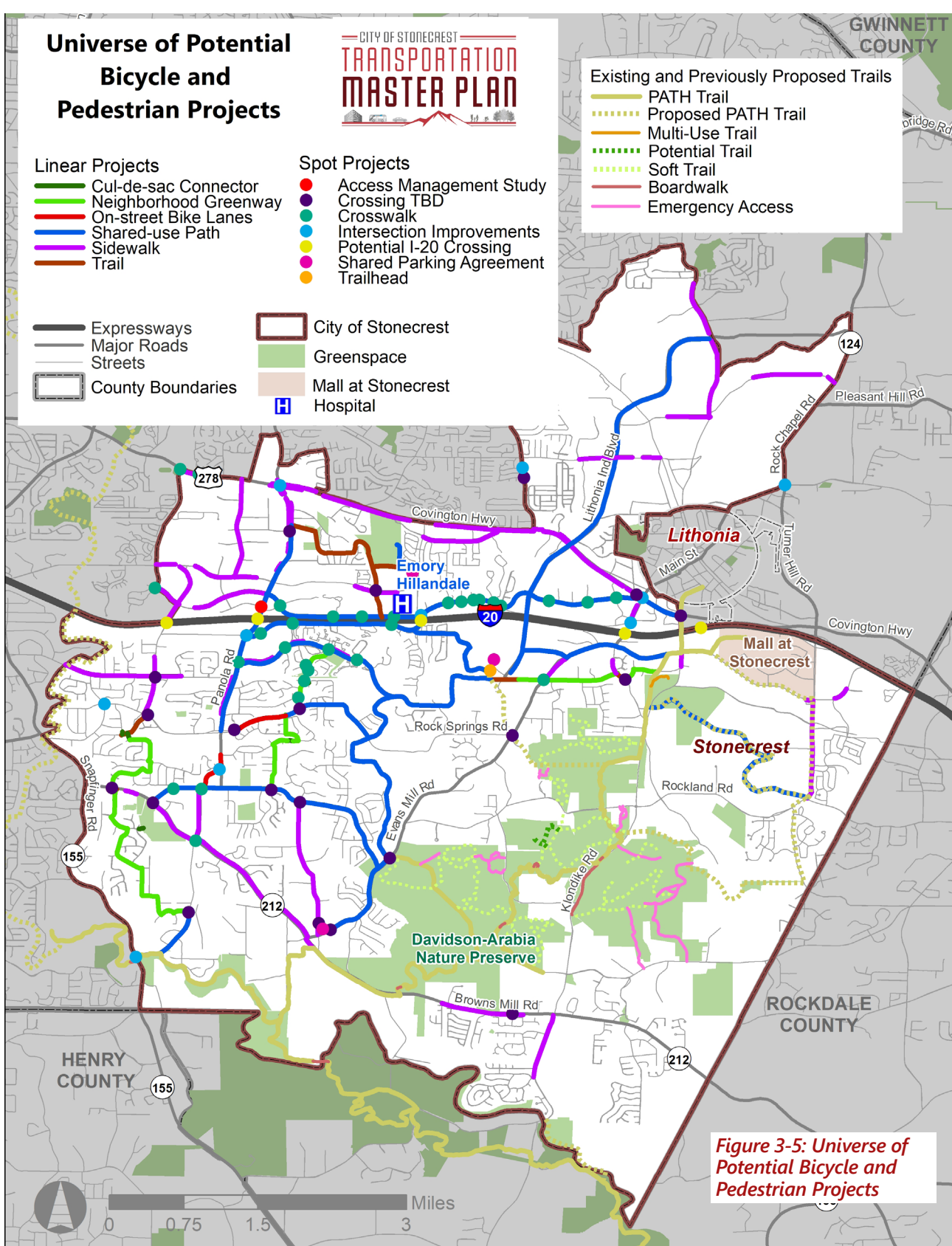


Figure 3-5: Universe of Potential Bicycle and Pedestrian Projects



# **IV. Funding and Project Prioritization**

## Funding Sources

This chapter discusses the Stonecrest Transportation Master Plan's general approach to pairing the proposed transportation improvements projects with appropriate funding sources at the federal, state and local levels of government. The chapter concludes with a summary of the anticipated funding levels and list of sources that will be used to implement the recommended projects through the plan horizon year of 2050.

When developing a funding strategy for any given improvement, it is important to consider the eligibility requirements associated with each funding source, as well as the anticipated scale of the benefits that will result from the improvement. Most federal funding programs require a local contribution to the project.

Generally, the local match for a phase of work will be 20% of the project phase. Additionally, any given improvement that seeks to use federal and/or state funding sources must compete with other transportation projects throughout the country and the state seeking to secure a large sum of non-local funding.

Securing discretionary funding from federal and state sources can most definitely assist in delivering high cost transportation improvements that are typically beyond the ability of the City to pay. Local funding can be used to elevate the priority of these regional projects by providing some or all of the match requirement relieving the state of that requirement or by adding funding in excess of the local match requirement making the project less costly in terms of the federal funding share.

### Existing Funding Sources

Currently, the City's primary funding source for transportation improvements is the City of Stonecrest Special Purpose Local Option Sales Tax (SPLOST), of which 85% is dedicated to infrastructure. This funding, while substantial, is subject to volatility in the economy as seen recently with the COVID-19 pandemic, making it difficult to exclusively fund a transportation plan. The SPLOST has delivered the following funds to the City of Stonecrest since its passage two years ago:

- 2018 – Total SPLOST Funding for City of Stonecrest - \$4,200,000 (partial year)
- 2019 – Total SPLOST Funding for City of Stonecrest - \$7,600,000

SPLOST funding alone will not support funding all of the City of Stonecrest transportation needs. Several other sources exist currently that are available to the City, which are outlined in this document.





*Table 4-1: Existing Funding Sources*

Existing Funding Source	Description
Local Maintenance and Improvement Grant (LMIG)	This program allocates state motor fuel dollars based on the percentage of local centerline roadway miles and the total population of the City compared to the total statewide centerline roadway miles and total state population. Projects eligible for LMIG funding include resurfacing, intersection improvements, bridge repair and replacement, traffic signal improvements, signage and sidewalks. The LMIG program does require a 30% local match.
LMIG Off-System Safety	Subject to funding availability, this program targets state dollars for specific safety issues on local roads. Similar to regular LMIG, it does require a 30% local match. Historically, these funds have been used to address high crash locations that might benefit from the construction of turn lanes or install enhanced signing and pavement markings along a corridor.
GDOT Federal Aid Program	The majority of federal funding for transportation facilities comes through the Highway Trust Fund (HTF) which is supported through motor fuels excise taxes levied at the federal level on gasoline (18.4 cents per gallon) and diesel fuel (24.4 cents) and, when necessary, transfers from the General Fund. The HTF includes an account for highways which is administered by the Federal Highway Administration (FHWA). Through a stewardship agreement, GDOT manages all federal funds for roadways in Georgia.
GDOT Off-System Safety	This program utilizes federal funding to address systemic safety issues on non-state routes with typical improvements including pavement markings or sign upgrades. The program is managed and administered by GDOT with input from local governments. Funding for effort is subject to yearly budget allotments by GDOT. GDOT has placed an emphasis on reducing crashes and fatalities across Georgia which means they will fund safety projects both on and off state routes.
ARC TIP Solicitation	The Atlanta Regional Commission (ARC) is responsible for developing the metro Atlanta region's Transportation Improvement Program (TIP) and Long-Range Regional Transportation Plan (RTP) since they are the designated Metropolitan Planning Organization (MPO) for this area. This document assumes that the majority of funding for large-scale transportation improvements along federal and state highways, as well as projects that would span multiple counties, would be provided through federal and state funding sources via the inclusion of these improvements within ARC's TIP and RTP.
Livable Centers Initiative (LCI) Program	Aside from programming federal and state transportation dollars, the ARC also administers regional transportation funding for the creation of subarea studies through its Livable Centers Initiative (LCI) program. Local governments and nonprofit organizations are eligible to submit grant applications for the planning and implementation of enhancements to existing centers and corridors. Since 2000 ARC's LCI program has been utilized by municipalities to implement improvements such as the installation of pedestrian and bicycle facilities, safety enhancements, and streetscaping. The 2013 Stonecrest LCI Plan should be used by the City, in partnership with the 501(c)(6) nonprofit, the Stonecrest Business Alliance Incorporated, as the basis for applying for enhancements to the LCI study area.
Congestion Mitigation and Air Quality (CMAQ) Program	The CMAQ program is a flexible funding source that promotes conformity with the requirements of the Clean Air Act of 1990 and compliance with its National Ambient Air Quality Standards (NAAQS) for ozone, carbon monoxide, and particulate matter. CMAQ funding can be applied to any project included within the ARC's TIP that aims to reduce congestion and thereby improve regional air quality.

Existing Funding Source	Description
MARTA Tax	In 1965, the Georgia Legislature approved the MARTA Act to create MARTA. In 1971, Fulton County and DeKalb County approved a referendum for a 1% sales tax to fund MARTA operations. This 1% sales tax was set to reduce to 0.5% in 2032, but the DeKalb County Commission approved a MARTA-led request to extend the 1% sales tax rate to 2047. This is to enable MARTA to secure long-term financing in the form of bonds to pay for future expansions to the MARTA system.

## Potential Funding Sources

There are additional local, state, and federal potential funding sources to explore for the Stonecrest TMP recommendations. Funding availability can be challenging due to the COVID-19 pandemic. This plan assumes full recovery in the near future. The available funding options reviewed are detailed in Table 4-2.

*Table 4-2: Potential Future Funding Sources*

Proposed Funding Source	Description
Federal Infrastructure Funding	It is reasonable to expect that a significant infusion of funding at the federal level will be realized in the near-term even with the COVID-19 Pandemic in place.
State Funding	The Transportation Funding Act of 2015 (TFA) eliminated the sales tax component and instituted a 26 and 29 cent per gallon excise tax on the purchase of gasoline and diesel.
Georgia Transportation Infrastructure Bank (GTIB) Programs	The GTIB is a grant and low-interest loan program administered by the State Road and Tollway Authority (SRTA). GTIB has provided over \$125 million in grants and loans to highly competitive transportation projects that have enhanced mobility and driven economic development in local communities. The most recent application window is expected to award up to \$25 million in grants and loans.
SPLOST Renewal	The current SPLOST, which is a 1% sales tax levied on the purchase of goods and services, become effective on April 1, 2018 and will expire in six (6) years. Therefore, it will be a recurring funding source until 2024. A renewal of the SPLOST must be passed by a majority of voters in a referendum. It is assumed for this document that the SPLOST will continue to be renewed.
Community Improvement District (CID)	A CID is authorized by Article IX, Section VII of the Georgia Constitution, and is a mechanism for funding governmental services including street/road construction and maintenance, public transportation systems, and other services and facilities. The administrative body of the CID, which can be the city governing authority, may levy taxes, fees and assessments within the CID, not to exceed 2.5 percent of the assessed value of the real property. Such taxes, fees and assessments may only be levied on real property that is used for non-residential purposes and revenues may be used only to provide governmental services and facilities within the CID.
Impact Fees	The Georgia Development Impact Fee Act (DIFA) instituted the tool of impact fees for Georgia local governments. Impact fees are one-time fees charged to land developers to help defray the costs of expanding capital facilities to serve new growth. DIFA enables local governments to charge new development for a proportionate share of infrastructure capacity requirements.



Proposed Funding Source	Description
ATL Funding Tax	House Bill (HB) 930, passed in 2018, created the ATL (a unified regional transit system) and enabled counties to levy an additional sales tax of up to one penny for transit service through a referendum for 30 years. Under HB 930, either MARTA or DeKalb County can collect the tax and issue debt against it. The DeKalb County Transit Master Plan, adopted in 2019, includes revenue forecast scenarios of a 1/2 penny sales tax of \$1.8-\$1.9 billion of a full penny sales tax of \$3.6-\$3.7 billion.
Tax Allocation Districts (TAD)	Georgia's Redevelopment Powers Law, adopted in 1985, gives local governments (cities and counties) the authority to sell bonds to finance infrastructure and other redevelopment costs within a specially defined area, a tax allocation district or TAD. The bonds are secured by a "tax allocation increment" which is the increase in the property tax revenues resulting from redevelopment activities occurring. As public improvements and private investment take place in a TAD, the taxable value of property increases. The city/county collects those revenues, putting the increase due to the new investment into special fund to pay off bonds or loans that financed the public improvements in the district.
Bonding	A municipality may borrow funds to meet operating expenses and to finance capital expenditures through tax anticipation notes. These short-term loans must be repaid by December 31 of the year in which they were issued and are generally used to fund maintenance and operation expenditures until property tax receipts are collected later in the year. Other borrowing mechanisms include general obligation bonds, certificates of participation, multi-year installment purchase agreements, and revenue bonds. Bonds, certificates, and installment contracts are repaid from general city funds or from a particular revenue source, such as an enterprise fund. Municipalities are required to hold a referendum prior to issuing general obligation debt. This debt is backed by the full faith and credit of the city and is typically repaid through a dedicated millage rate or from SPLOST funds, if approved in conjunction with the general obligation debt. Revenue bonds are repaid solely from specific revenue generated by public works facilities purchased or constructed with the bonds and, by law, are not debts of the municipality.



## Revenue Forecasting

A comprehensive list of needs is the first step in developing a financially constrained program of recommended projects that will adequately address the City's current and future transportation needs. Depending on the nature of the need being addressed, each identified project can be classified into one of these improvement categories.

### Known Funding Sources for Transportation

Table 4-3 provides a projection of the two funding sources provided for by legislation – SPLOST and LMIG. The baseline funding was determined by utilizing the SPLOST projected revenue forecast through 2024 minus the actual collections through 2019 multiplied by 85% (rate dedicated to infrastructure improvements from Stonecrest SPLOST Program Update, February 2020). Starting in 2025, the yearly SPLOST and LMIG projections were inflated 2% per year. It is important to note that the MARTA tax collected in DeKalb County is not dedicated exclusively for the City of Stonecrest and is not included in this table.

*Table 4-3: Known Funding Sources for Transportation*

Funding Source	2020 - 2024	2025 - 2029	2030 - 2039	2040 - 2050	Total
SPLOST*	\$28,000,000	\$30,000,000	\$70,500,000	\$95,400,000	<b>\$223,900,000</b>
LMIG	\$3,100,000	\$3,600,000	\$8,300,000	\$11,200,000	<b>\$26,200,000</b>
<b>TOTAL</b>	<b>\$31,100,000</b>	<b>\$33,600,000</b>	<b>\$78,800,000</b>	<b>\$106,600,000</b>	<b>\$250,100,000</b>

\*Assumes the SPLOST program will continue to be renewed beyond 2024 with the passage of future referendums.

### Potential Future Funding Amounts

Table 4-4 provides a projection of all future funding vehicles. It is reasonable to assume that the City of Stonecrest would be successful in identifying additional funding on an on-going recurrence. The baseline funding of \$2,000,000 was projected to commence in 2022 and was inflated at 2% per year. The assumption of \$2,000,000 is based on an achievable rate of success in securing funds based on success observed in peer cities.

*Table 4-4: Potential Future Funding Amounts*

Funding Source	2022 - 2024	2025 - 2029	2030 - 2039	2040 - 2050	Total
Future Funding**	\$6,200,000	\$11,500,000	\$26,700,000	\$36,100,000	<b>\$80,500,000</b>

\*\*Includes potential funding sources explored in Table 4-2.



**Maintenance**

- Resurfacing
- Routine Maintenance
- Landscaping

**Capacity**

- Widen Roads
- Construct New Roads

**Operations**

- Intersection Improvements
- Traffic Signals
- Safety Improvements

**Bike-Ped**

- New Pedestrian Facilities
- New Bicycle Facilities

**Transit Improvements**

- Bus Shelter Improvements
- Expanded Routes

**Program Management, Engineering, & Planning Studies**

**Proposed Distribution of Funds 2020 – 2024**

The City of Stonecrest is still addressing the backlog of deferred maintenance on many city streets. As such, the focus of spending is primarily on maintenance resurfacing. As deferred maintenance is addressed, the percentage of maintenance resurfacing funding can be reduced and re-prioritized into other work categories. Table 4-5 provides achievable goals, but fully recognizes that maintenance resurfacing will be the primary focus for the upcoming years.

*Table 4-5: Funding Recommendations 2020 - 2024*

Improvement Category	Share of Available Funding Through 2024					Total Available Funding through 2024
	2020	2021	2022	2023	2024	
Capacity	0%	5%	10%	10%	20%	\$3,357,000
Operations/Safety	0%	0%	15%	15%	15%	\$3,357,000
Maintenance	95%	90%	60%	60%	50%	\$26,483,000
Transit	0%	0%	5%	5%	5%	\$1,119,000
Bike-Ped	0%	0%	5%	5%	5%	\$1,119,000
Program Mgmt, Engineering, & Planning	5%	5%	5%	5%	5%	\$1,865,000
<b>TOTAL</b>						<b>\$37,300,000</b>

## Proposed Distribution of Funds 2025-2050

Once the backlog of deferred maintenance is addressed, it is recommended that the focus of the City's program shift to implementing the proposed new transportation improvements from the Transportation Master Plan. Table 4-6 presents a breakdown of funding by improvement category that is achievable.

*Table 4-6: Funding Recommendations 2025 - 2050*

Improvement Category	Share Available Funding by Funding Band			Total Available Funding through 2050
	2025 - 2029	2030 - 2039	2040 - 2050	
Capacity	20%	25%	25%	\$71,070,000
Operations/Safety	15%	20%	20%	\$56,405,000
Maintenance	40%	30%	30%	\$92,500,000
Transit	10%	10%	10%	\$29,330,000
Bike-Ped	10%	10%	10%	\$29,330,000
Program Management, Engineering, & Planning	5%	5%	5%	\$14,665,000
<b>TOTAL</b>				<b>\$293,300,000</b>



# Project Prioritization

A project prioritization process was developed to balance the need for implementing the universe of projects identified over the next 30 years with the availability of potential funding that best addresses the project goals of the TMP.

In implementing a program of projects, the City should first prioritize the individual improvements and then develop potential funding scenarios based on the project's total cost, scale of benefits, and desired time for implementation. To plan most effectively for non-local, discretionary funding at the federal state and regional levels, the City should first identify high-priority projects that stand to realize significant benefits on a statewide or regional scale and set aside a level of local funding sufficient to exceed or, at a minimum, meet the match requirements. Local funding should be used to implement local projects based on their identified priority.



## Improve Connectivity for Live, Work and Play

Develop multi-modal transportation solutions that provide seamless connectivity for residents and visitors to access jobs and other activities.



## Reduce Traffic Congestion

Enhance traffic capacity and travel flow along major roadways.



## Enhance Biking and Walking Access

Identify bicycle and pedestrian infrastructure improvements that provide greater access to transit and recreational areas.



## Increase Travel Safety

Incorporate design treatments and policy measures to increase mobility and safety.

Based on input received, transportation needs identified, and funding availability, projects were grouped into project plan phases ranging from a near-term constrained program and longer-term unconstrained program with aspirational projects through a plan horizon year of 2050. The following presents the plan periods for the TMP and emphasizes the priorities for each period:

### **Short Term (2020-2024)**

- Constrained list of lower-cost higher priority projects that can be implemented within projected available funding
- Prioritize maintenance of existing roadways and transportation infrastructure
- Pedestrian and smaller-scale improvements that address immediate safety and connectivity needs
- Planning and engineering studies for capacity, operations and safety improvements
- Program management and transportation staffing expansion

### **Mid Term (2025-2029)**

- Constrained list of projects that can be implemented within projected available funding
- Capacity and operations project development and implementation
- Bicycle and pedestrian network expansion
- Local transit service expansion and infrastructure improvements
- Planning and engineering studies for larger-scale capacity and operations improvements

### **Long Term (2030-2050)**

- Unconstrained “aspirational” list of projects with some that can be implemented within projected available funding
- Larger-scale capacity, operations, transit and bicycle and pedestrian improvements
- Project list will be reassessed and prioritized in future TMP updates



# **V. Plan Recommendations and Action Plan**

# Plan Recommendations

The universe of transportation projects were prioritized into the short, mid and long term plan periods. Each plan period is presented in this section with the associated transportation projects by type.

## Short Term Recommendations (2020-2024)

Table 5-1: Short Term Recommended Projects (2020-2024)

Project ID	Project Name	Description	Project Type	Total Project Costs
O-6	Quick Response Improvements	As-needed transportation improvements that will address immediate operational and safety issues.	Operational Improvements	\$300,000
M-1	Resurfacing/ Bridge Maintenance Program*	Maintenance and resurfacing of existing bridges and roadways in the City of Stonecrest.	Maintenance	\$26,500,000
I-18	Traffic Signal Maintenance/ Upgrades	Maintenance and/or upgrades to approximately 60 traffic signals, caution lights, beacons, and flashers situated throughout the City.	Intersection Improvement	\$675,000
T-7	Bus Stop Enhancements	Coordination with MARTA operations and facility planning to identify priority locations for bus shelters and benches within the city.	Transit	Variable (approx.. \$25,000 per shelter, \$12,500 per bench)
PS-1	Gateway Bridges Study	Study to identify potential gateway features and bridge design at rebuilt and existing bridges along I-20 East as a component of GDOT's managed lane project (Panola Road, Fairington Road and Turner Hill Road).	Planning Studies	\$75,000
PS-2	Stonecrest Streetscape Design	Study to develop guidelines for cohesive streetscape design throughout the City of Stonecrest.	Planning Studies	\$75,000
PS-3	Freight Traffic Ordinance	Develop an ordinance to prohibit truck traffic (non-local deliveries) on roadways not designated as truck routes.	Planning Studies	\$50,000
PS-4	Panola Road Study	Conduct a corridor study of Panola Road to determine the most suitable improvements from Fairington Road to SR 212 (Browns Mill Road)	Planning Studies	\$100,000
BP-3	Browns Mill ES Sidewalks	Install missing sidewalk segment in front of Browns Mill Elementary School from 4863 Browns Mill Road to 4863 Browns Mill Road	Bike-Ped – Pedestrian	\$120,500

\*A map and list of projects can be found in Appendix B.



Project ID	Project Name	Description	Project Type	Total Project Costs
BP-4	Browns Mill Rd Sidewalks (Segment 1)	Install missing sidewalk segment on south side of Browns Mill Rd from Evans Mill Road to Arabia Mountain Path	Bike-Ped – Pedestrian	\$93,300
BP-17	Covington Hwy Sidewalk - Miller Rd	Install missing sidewalk segment on Covington Hwy from Miller Rd to Thicket Way	Bike-Ped – Pedestrian	\$230,300
BP-32	Evans Mill Rd Sidewalks (Segment 1)	Install missing sidewalk segments on west side of Evans Mill Rd from 2717 Evans Mill Road to Davidson Drive	Bike-Ped – Pedestrian	\$119,700
BP-33	Evans Mill Rd Sidewalks (Segment 2)	Install missing sidewalk segments on west side of Evans Mill Rd from Covington Highway to 2701 Evans Mill Road	Bike-Ped – Pedestrian	\$15,700
BP-81	Ottawa Trl Sidewalk	Install missing sidewalk segment on west side of Ottawa Trail from Winslow Xing to Rock Springs Rd from Winslow Crossing to Rock Springs Road	Bike-Ped – Pedestrian	\$186,600
BP-88	Panola Rd Sidewalks – North Segment 1	Install missing sidewalk segments on the east side of Panola Rd from Covington Hwy to Snapfnger Woods Dr (2637 Panola Road to 2661 Panola Road)	Bike-Ped – Pedestrian	\$66,900
BP-91	Panola Rd Sidewalk – Segment 1	Install missing sidewalk segment on Panola Rd from 3069 Panola Road to 3101 Panola Road	Bike-Ped – Pedestrian	\$43,800



# Short-Term Recommended Projects (2020-2024)



- Bus Stop Improvements**
  - Priority for bench upgrades
  - Priority for shelter upgrades
- Corridor Study
- Sidewalk
- Traffic Signal Maintenance/Upgrades

- Expressways
- Major Roads
- Streets
- ▭ County Boundaries
- ▭ City of Stonecrest
- ▭ Greenspace
- ▭ Mall at Stonecrest
- H Hospital

- Existing and Previously Proposed Trails**
- PATH Trail
  - Proposed PATH Trail
  - Multi-Use Trail
  - Potential Trail
  - Soft Trail
  - Boardwalk
  - Emergency Access

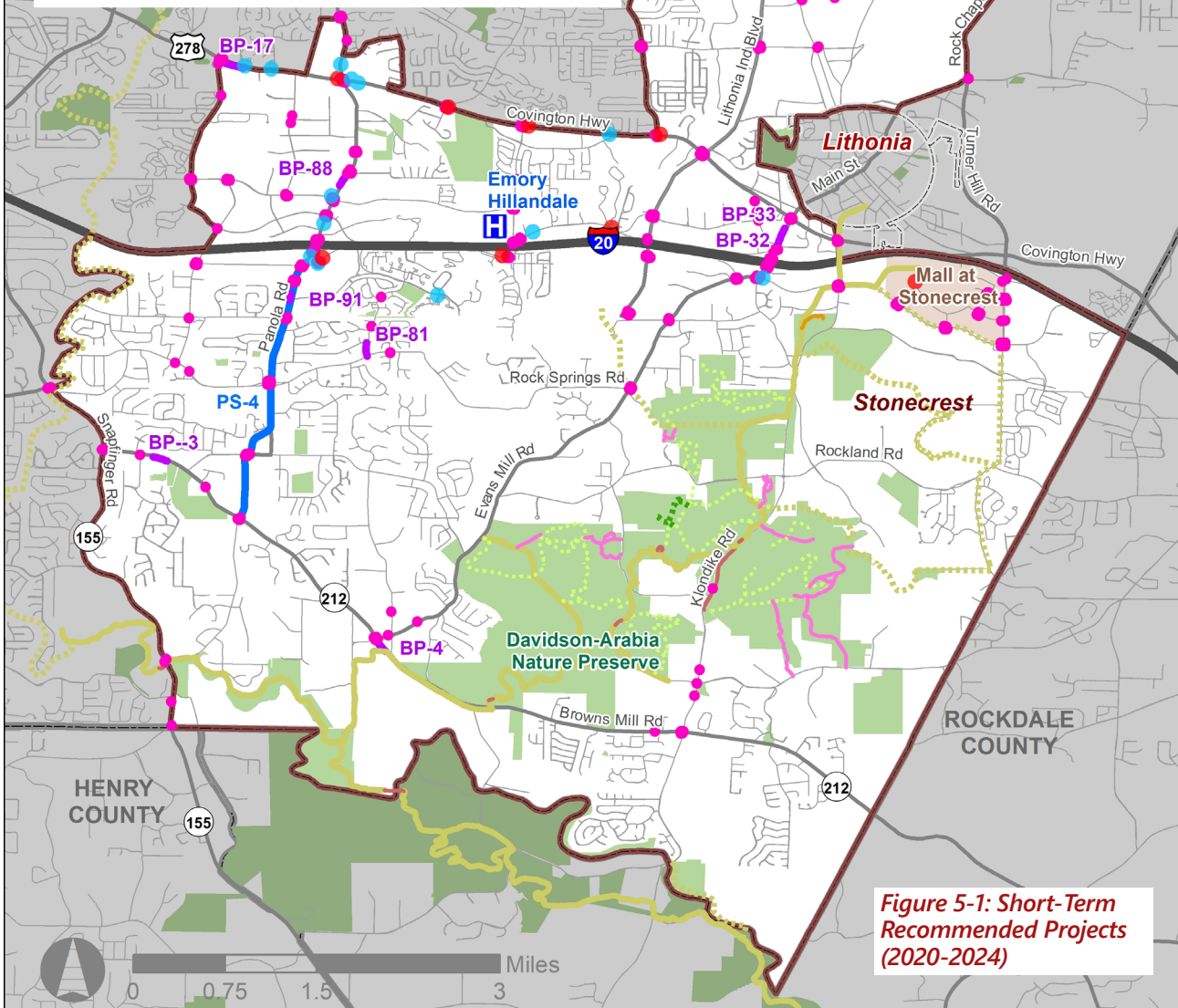


Figure 5-1: Short-Term Recommended Projects (2020-2024)



## Mid Term Recommendations (2025-2029)

Table 5-2: Mid Term Recommended Projects (2025-2029)

Project ID	Project Name	Description	Project Type	Total Project Costs
RC-1	Panola Road Widening	Widening from 4 to 6 lanes from US 278 (Covington Highway) to Snapfinger Woods Drive (1.4 mi). Long Range 2026-2030 in RTP (network year 2030).	Roadway Capacity	\$22,000,000
RC-2	Thompson Mill Road Widening	Widening from 2 to 4 lanes from Snapfinger Road to Panola Road. (1.94 Mi.) Long Range in RTP (network year 2030).	Roadway Capacity	\$35,000,000
NR-1	Hayden Quarry Road/Sigman Road Extension	New roadway connection between Hayden Quarry Road and Abbott Lake Road in Rockdale County. Project would provide another access point to I-20 East from eastern Stonecrest at the Sigman Road interchange. (0.25 miles)	New Roadway	\$3,300,000
NR-2	East Glen Road Upgrade and Extension	Upgrade of existing East Glen Road to a two-lane roadway with curb and gutter from Evans Mill Road extending to Lithonia Industrial Boulevard. (0.4 miles)	New Roadway	\$3,300,000
O-4	Lithonia Industrial Boulevard (LIB) Operational Improvements (Segment 1)	LIB operational improvements from I-20 East to US 278 (Covington Highway). Center turn lane, sidewalks and new curb line. (0.8 mile)	Operational Improvements	\$8,000,000
O-5	Lithonia Industrial Boulevard (LIB) Operational Improvements (Segment 2)	LIB operational improvements from US 178 (Covington Highway) to Stone Mountain-Lithonia Road. Center turn lane, sidewalks and new curb line. (1.6 miles)	Operational Improvements	\$15,000,000
I-2	Panola Road at US 278 (Covington Highway)	Intersection improvement TBD - Potential signal upgrade and additional turn lanes to provide dual lefts where appropriate.	Intersection Improvement	\$4,100,000
I-3	US 278 (Covington Highway) at Lithonia Industrial Boulevard	Intersection improvement TBD - Potential signal upgrade and additional turn lanes to provide dual lefts and right turn lanes where appropriate.	Intersection Improvement	\$3,300,000

Project ID	Project Name	Description	Project Type	Total Project Costs
I-4	Klondike Road at SR 212 (Browns Mill Road)	Intersection improvement TBD - Potential signal upgrade and turn lane additions/enhancements.	Intersection Improvement	\$2,600,000
I-5	Evans Mill Road at SR 212 (Browns Mill Road)	Intersection improvement TBD - Potential signal upgrade.	Intersection Improvement	\$1,100,000
I-6	Miller Road at Thompson Mill Road	Intersection improvement TBD - Potential roundabout.	Intersection Improvement	\$2,400,000
I-8	Panola Road at US 212 (Browns Mill Road)	Intersection improvement TBD - Potential multi-lane roundabout	Intersection Improvement	\$5,500,000
I-9	Evans Mill Road at US 278 (Covington Highway)	Intersection improvement TBD - Potential signal upgrade and turn lane additions/enhancements	Intersection Improvement	\$3,500,000
I-10	Mall Parkway at Turner Hill Road	Intersection improvement TBD - Potential signal upgrade and turn lane additions/enhancements	Intersection Improvement	\$4,000,000
I-11	Klondike Road at Mall Parkway	Intersection improvement TBD - Potential signal upgrade and turn lane additions/enhancements	Intersection Improvement	\$2,600,000
I-15	Mall Parkway at Evans Mill Road	Intersection improvement TBD - Potential signal upgrade and turn lane additions/enhancements	Intersection Improvement	\$2,600,000
I-17	Salem Road at Evans Mill Road	Intersection improvement TBD - Potential roundabout	Intersection Improvement	\$1,700,000
PS-5	Turner Hill Road Study	Conduct a corridor study of Turner Hill Road to determine the most suitable improvements between I-20 and McDaniel Mill Road	Planning Studies	\$100,000
T-1	Expanded Local Bus Service along Evans Mill Road	Expanded local bus on Evans Mill Road from Woodrow Drive to SR 212 (Browns Mill Road)	Transit	MARTA
T-2	Expanded Local Bus Service along SR 212 (Browns Mill Road) and SR 155 (Snapfinger Road)	Expanded local bus service on SR 212 (Browns Mill Road) and SR 155 (Snapfinger Road) from Evans Mill Road to Flat Shoals Parkway	Transit	MARTA



Project ID	Project Name	Description	Project Type	Total Project Costs
T-3	Expanded Local Bus Service along Panola Road	Expanded local bus on Panola Road from Fairington Parkway to SR 212 (Browns Mill Road)	Transit	MARTA
T-6	Stonecrest Mobility Hub	Mobility center and bus transfer facility at Stonecrest Mall.	Transit	\$10,000,000
T-8	Expanded Local Bus Service along Rockland Road and Klondike Road	New expanded MARTA local bus service on Turner Hill Drive, Rockland Road, Klondike Road and Mall Parkway	Transit	MARTA
BP-1	Arabian Woods Dr/Arabian Ter Neighborhood Greenway	Install markings, signage, and traffic calming for neighborhood greenway from Woodrow Drive to PATH entrance.	Bike-Ped – Neighborhood Greenway	\$268,700
BP-2	Brisbane Way Neighborhood Greenway	Install markings, signage, and traffic calming for neighborhood greenway from Rock Springs Road to La Fleur Trail	Bike-Ped – Neighborhood Greenway	\$267,100
BP-5	Browns Mill Rd Sidewalk - East	Install missing sidewalk segment from Carriage Park Dr to Garden City Dr from Carriage Park Drive to Garden City Drive	Bike-Ped – Pedestrian	\$743,400
BP-6	Browns Mill Rd Sidewalks - North	Install new sidewalk on north side of Browns Mill Rd from Panola Road to Evans Mill Road	Bike-Ped – Pedestrian	\$1,374,800
BP-8	Klondike Rd Sidewalk - South	Install missing sidewalk segment from Ariaal Dr to Browns Mill Rd from Ariaal Drive to Browns Mill Road	Bike-Ped – Pedestrian	\$789,900
BP-9	Browns Mill Rd Path	Install shared-use path on Browns Mill Rd to connect to Browns Mill ES and neighborhood greenways from Framingham Drive to Burlingham Drive	Bike-Ped – Trail	\$175,100
BP-14	Covington Rd Sidewalks (South Side)	Install missing sidewalk segment near the intersection of Covington Hwy and Panola Rd from 6099 Covington Highway to Panola Road	Bike-Ped – Pedestrian	\$63,600
BP-15	Covington Hwy Sidewalks (North Side)	Install missing sidewalk segment near the intersection of Covington Hwy and Panola Rd from 6102 Covington Highway to Panola Road	Bike-Ped – Pedestrian	\$41,300
BP-16	Covington Hwy Sidewalks - West (South Side)	Install missing sidewalk segments on the south side of Covington Hwy near the intersection of Panola Rd	Bike-Ped – Pedestrian	\$140,300
BP-18	Covington Hwy Sidewalks – Central (Segment 1)	Install missing sidewalk segment on south side of Covington Hwy from 6303 Covington Highway to Hillvale Road	Bike-Ped – Pedestrian	\$626,300

Project ID	Project Name	Description	Project Type	Total Project Costs
BP-19	Covington Hwy Sidewalks – Central (Segment 2)	Install missing sidewalk segment on south side of Covington Hwy from Hillvale Road to Thicket Way	Bike-Ped – Pedestrian	\$104,800
BP-20	Covington Hwy Sidewalks - West (North Side)	Install missing sidewalk segment on the north side of Covington Hwy near the intersection of Panola Rd from Panola Road to 2265 Glen Briar Way	Bike-Ped – Pedestrian	\$254,100
BP-21	Covington Hwy Sidewalks – Central (Segment 3)	Install new sidewalk on south side of Covington Highway	Bike-Ped – Pedestrian	\$684,000
BP-22	Covington Hwy Sidewalks – Central (Segment 4)	Install missing sidewalk segment on south side of Covington Hwy from 7101 Covington Highway to Lithonia Industrial Boulevard	Bike-Ped – Pedestrian	\$226,900
BP-23	Covington Hwy Sidewalks – East (Segment 1)	Install new sidewalk segment on southside of Covington Hwy from Lithonia Industrial Boulevard to Huber Street	Bike-Ped – Pedestrian	\$434,800
BP-24	Covington Hwy Sidewalks – East (Segment 2)	Install new sidewalk on south side of Covington Hwy from Huber Street to 7467 Covington Hwy	Bike-Ped – Pedestrian	\$66,900
BP-25	Covington Hwy Sidewalks – East (Segment 3)	Install new sidewalk on south side of Covington Hwy from 7483 Covington Hwy to Chupp Road	Bike-Ped – Pedestrian	\$85,000
BP-26	Covington Hwy Sidewalks - Central (North Side – Segment 1)	Install missing sidewalk segment on north side of Covington Hwy from Phillips Road to Camden Oak Way	Bike-Ped – Pedestrian	\$60,300
BP-36	Evans Mill Rd Path (Segment 1)	Install shared-use path on Evans Mill Rd from Salem Rd to Pole Bridge Creek Path	Bike-Ped – Trail	\$331,400
BP-41	Fairington Pkwy Path (Segment 1)	Install shared-use path on south side of Fairington Pkwy from Panola Road to Joel's Lake Path	Bike-Ped – Trail	\$2,749,100
BP-45	Fannin Dr/ Rock Pine Dr Neighborhood Greenway	Install markings, signage, and traffic calming for neighborhood greenway	Bike-Ped – Neighborhood Greenway	\$477,100
BP-46	Herrenbut Rd/ Framington Dr Neighborhood Greenway (Segment 1)	Install markings, signage, and traffic calming for neighborhood greenway from Browns Mill Road to Great Meadows Road	Bike-Ped – Neighborhood Greenway	\$442,300

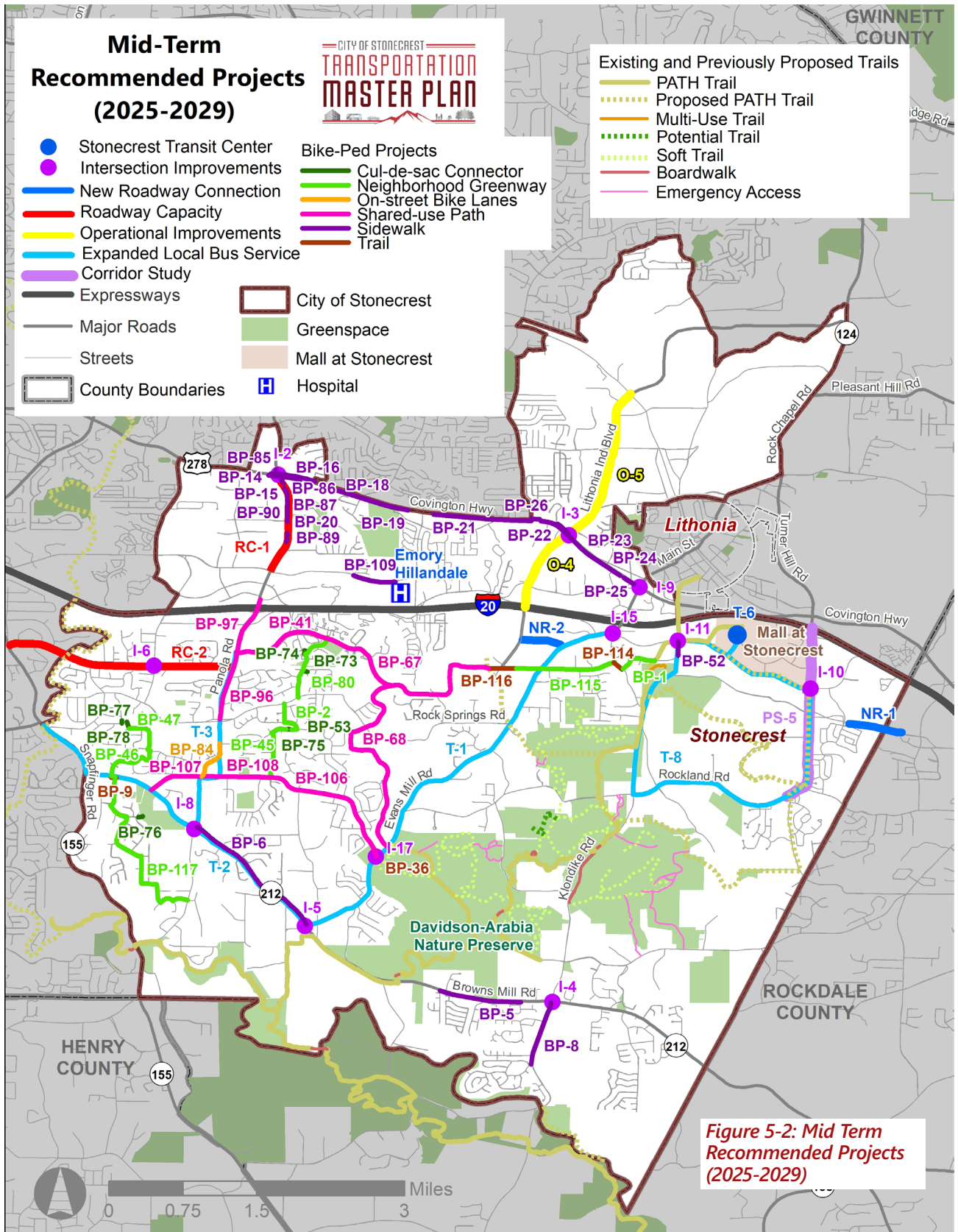


Project ID	Project Name	Description	Project Type	Total Project Costs
BP-47	Herrenbut Rd/ Framingham Dr Neighborhood Greenway (Segment 2)	Install markings, signage, and traffic calming for neighborhood greenway from Great Meadows Road to Cul-de-sac	Bike-Ped – Neighborhood Greenway	\$313,100
BP-53	Brisbane Way Neighborhood Greenway	Install markings, signage, and traffic calming for neighborhood greenway from Timor Trail to Cul-de-sac	Bike-Ped – Neighborhood Greenway	\$35,700
BP-67	Joels Lake Path	Install shared-use path through wooded areas to connect Fairington Pkwy to Woodrow Rd from Fairington Parkway to Woodrow Road Path	Bike-Ped – Trail	\$2,737,900
BP-68	Pole Bridge Creek Path	Install shared-use path along Pole Bridge Creek from Joel's Lake Path to Evans Mill Road	Bike-Ped – Trail	\$4,103,100
BP-73	Aberdeen Way/ Ottawa Trl Cul-de- sac Connector	Create pedestrian/bicycle connection between Aberdeen Way cul-de-sac and Ottawa Trail	Bike-Ped – Cul-de-Sac Connector	\$91,300
BP-74	Highland Park Cir/ Ottawa Trl Cul-de- sac Connector	Create pedestrian/bicycle connection between Highland Park Circle cul-de-sac and Ottawa Trail	Bike-Ped – Cul-de-Sac Connector	\$121,100
BP-75	Rocky Pine Dr/La Fleur Trl Cul-de-sac Connector	Create pedestrian/bicycle connection between La Fleur Trail and Rocky Pine Dr	Bike-Ped – Cul-de-Sac Connector	\$89,400
BP-76	Wolverton Dr Cul- de-sac Connector	Install cul-de-sac connection to Browns Mill Park from Wolverton Drive to Browns Mill Park	Bike-Ped – Cul-de-Sac Connector	\$74,500
BP-77	Rondelay Dr Cul- de-sac Connector	Install cul-de-sac connection to new trail from Rondelay Drive to trail	Bike-Ped – Cul-de-Sac Connector	\$54,100
BP-78	Herrenbut Rd Cul- de-sac Connector	Install cul-de-sac connection to new trail from Herrenbut Road to trail	Bike-Ped – Cul-de-Sac Connector	\$134,100
BP-80	Ottawa Trl Neighborhood Greenway	Install markings, signage, and traffic calming for neighborhood greenway from Fairington Parkway to Rock Springs Road	Bike-Ped – Neighborhood Greenway	\$626,100
BP-84	Panola Rd Bike Lanes	Extend on-street bike lanes on Panola Rd from Cedar Rock Dr to Salem Rd	Bike-Ped – Bike	\$1,092,500
BP-85	Panola Road Sidewalks - North (West Side)	Install missing sidewalk segments on the west side of Panola Rd from Covington Hwy to Snapfnger Woods Dr	Bike-Ped – Pedestrian	\$71,800

Project ID	Project Name	Description	Project Type	Total Project Costs
BP-86	Panola Rd Sidewalks (West Side)	Install missing sidewalk segment near the intersection of Covington Hwy and Panola Rd from 2255 Panola Road to Covington Highway	Bike-Ped – Pedestrian	\$35,500
BP-87	Panola Rd Sidewalks - North (East Side)	Install missing sidewalk segments on the east side of Panola Rd near the intersection of Covington Hwy (Covington Hwy to 2308 Panola Road)	Bike-Ped – Pedestrian	\$59,400
BP-89	Panola Rd Sidewalks – North Segment 2	Install missing sidewalk segments on the east side of Panola Rd from Covington Hwy to Snapfinger Woods Dr (2329 Panola Road to Dividend Drive)	Bike-Ped – Pedestrian	\$70,200
BP-90	Panola Rd Sidewalks – East Segment 1	Install missing sidewalk segments on the east side of Panola Rd from Covington Hwy to Snapfinger Woods Dr (2329 Panola Road to 3101 Panola Road)	Bike-Ped – Pedestrian	\$306,800
BP-96	Panola Rd Shared-use Path - Central	Install shared-use path on Panola Rd from Fairington Pkwy to Rock Springs Rd from Fairington Parkway to Rock Springs Road	Bike-Ped – Trail	\$1,329,900
BP-97	Panola Rd Path Crossing	Install shared-use path on Panola Rd from Hillandale Dr to Fairington Pkwy as part of the Panola Rd bridge project from Hillandale Drive to Fairington Parkway	Bike-Ped – Trail	\$549,500
BP-106	Salem Rd Path - East	Install shared-use path on Salem Road from Fannin Drive to Evans Mill Road	Bike-Ped – Trail	\$2,546,500
BP-107	Salem Rd Path - West	Install shared-use path on Salem Road from Browns Mill Road to Panola Road	Bike-Ped – Trail	\$1,077,200
BP-108	Salem Rd Path - Central	Install shared-use path on Salem Road from Panola Road to Fannin Drive	Bike-Ped – Trail	\$1,061,700
BP-109	Snapfinger Woods Dr Sidewalk (Segment 1)	Install missing sidewalk gap on Snapfinger Woods Drive from Keystone Gates Drive to 5850 Hillandale Drive	Bike-Ped – Pedestrian	\$301,200
BP-114	Woodrow Rd Path (Segment 1)	Install shared-use path connector for Woodrow Road neighborhood greenway from Woodrow Road to Arabian Woods Drive	Bike-Ped – Trail	\$255,100
BP-115	Woodrow Rd Neighborhood Greenway	Install markings, signage, and traffic calming for neighborhood greenway from Woodrow Road Path to Woodrow Road	Bike-Ped – Neighborhood Greenway	\$672,900
BP-116	Woodrow Rd Path (Segment 2)	Install shared-use path connecting greenway to Woodrow Rd from Proposed PATH to Woodrow Road	Bike-Ped – Trail	\$437,700
BP-117	Sheffield Woods Neighborhood Greenway	Install markings, signage, and traffic calming for neighborhood greenway from Browns Mill Road to Panola Road	Bike-Ped – Neighborhood Greenway	\$1,597,600









## Long Term Recommendations (2030-2050)

Table 5-3: Long Term Recommended Projects (2030-2050)

Project ID	Project Name	Description	Project Type	Total Project Costs
RC-3	Rock Springs Road Widening	Widening from 2 to 4 lanes from Panola Road to Evans Mill Road. (2.9 Mi.) Long Range in RTP (network year 2030).	Roadway Capacity	\$49,000,000
RC-4	Salem Road Widening	Widening from 2 to 4 lanes from Panola Road to Evans Mill Road. (1.9 Mi.) Long Range in RTP (network year 2030).	Roadway Capacity	\$33,500,000
RC-5	Evans Mill Road Widening	Widening from 2 to 4 lanes from Woodrow Drive to SR 212 (Browns Mill Road) (4.9 mi.) Long Range in RTP (network year 2030).	Roadway Capacity	\$77,000,000
RC-6	Turner Hill Road Widening	Widening from Mall Parkway to 1500 West of McDaniel Mill Road - Design Phase will include access management plan. Widening from 2 to 4 lanes (1.5 miles). Long Range in RTP (network year 2030).	Roadway Capacity	\$22,000,000
RC-7	SR 212 (Browns Mill Road) Widening	Aspirational in RTP. Widening from 2 to 4 lanes from SR 155 (Snapfinger Road) to SR 138 (6.5 miles within Stonecrest city limits)	Roadway Capacity	\$100,000,000
RC-8	SR 155 (Snapfinger Road) Widening	Aspirational in RTP. Widening from SR 212 (Browns Mill Road) to Panola Road. (2.6 miles)	Roadway Capacity	\$40,000,000
O-2	US 278 (Covington Highway) RTOP Corridor	Regional Traffic Operations Program (RTOP) signal timing program to improve traffic flow and reduce vehicle emissions. RTOP corridor extents from Evans Mill Road to SR 154 (Memorial Drive). RTOP assists local jurisdictions to quickly find and repair problems. RTOP will be able to remotely monitor all corridors which will allow quicker response times to repair signal problems.	Operational Improvements	\$50,000/Year
O-3	SE DeKalb Traffic Operations Center	Develop a Traffic operations center focused on improving traffic flow in southeast DeKalb County.	Operational Improvements	\$5,000,000 - \$10,000,000
I-1	Panola Road: Segment 3 Operations Improvements - Includes I-20 Interchange	Diverging Diamond Interchange (DDI) - Project extents from Fairington Road to Snapfinger Woods Drive (0.6 mi)	Intersection Improvement	\$67,500,000



Project ID	Project Name	Description	Project Type	Total Project Costs
I-7	Turner Hill Road at I-20 East	Intersection improvement TBD - Potential widening of Turner Hill Road bridge to accommodate dual left turn lanes onto I-20 entrance ramps, along with turn lane improvements/addition on eastbound exit ramp	Intersection Improvement	\$7,200,000
I-13	New I-20 East Express Lanes Access Point (Stonecrest Mall)	New access point to future Express Lanes on I-20 west of Stonecrest Mall and east of Klondike Road to provide access for BRT and general purpose vehicles.	Intersection Improvement	\$15,500,000
I-14	New I-20 East Express Lanes Access Point (Fairington Road)	New access point to future Express Lanes on I-20 at Fairington Road for BRT and general purpose vehicles. Potential BRT station location.	Intersection Improvement	\$10,000,000
T-4	US 278 (Covington Hwy) ART	Arterial Rapid Transit (ART) along US 278 (Covington Hwy) from Stonecrest Mobility Hub to Kensington MARTA Station	Transit	\$29,500,000 - Capital Costs. \$2,700,000 – Annual O&M Costs.
T-5	BRT (Bus Rapid Transit) to Downtown Atlanta	BRT Service from Stonecrest Transit Center to downtown Atlanta.	Transit	BRT from Stonecrest to Wesley Chapel (\$205 M – Capital, \$2.7M O&M) BRT from Wesley Chapel to downtown (\$84.4M -Capital, \$4.4M- O&M)
BP-7	Browns Mill Rd Sidewalks - South	Install new sidewalk on south side of Browns Mill Rd from Salem Road to Panola Road	Bike-Ped – Pedestrian	\$511,700
BP-10	Chapman Rd Sidewalks	Install new sidewalk on north side of Chapman Rd from 6808 Chapman Road to Rogers Lake Road	Bike-Ped – Pedestrian	\$297,900
BP-11	Chupp Rd Path (Segment 1)	Install shared-use path on north side of Chupp Rd from Lithonia Industrial Boulevard to Huber Street	Bike-Ped – Trail	\$1,685,600
BP-12	Chupp Rd Path (Segment 2)	Install shared-use path on north side of Chupp Rd from Huber Street to Covington Highway	Bike-Ped – Trail	\$428,900

Project ID	Project Name	Description	Project Type	Total Project Costs
BP-13	Chupp Way Path	Install shared-use path along Chupp Way and Pole Bridge Creek connecting to new trailhead from Fairington Road to New Trailhead	Bike-Ped – Trail	\$2,030,000
BP-27	Covington Hwy Sidewalks - Central (North Side – Segment 2)	Install missing sidewalk segment on north side of Covington Hwy from Wellington Chase Ct to Lithonia Industrial Boulevard	Bike-Ped – Pedestrian	\$108,100
BP-28	Covington Hwy Path (Segment 1)	Install shared-use bike-ped facility along Covington Hwy from Chupp Road to Evans Mill Road	Bike-Ped - Trail	\$248,700
BP-29	Covington Hwy Path (Segment 2)	Install shared-use bike-ped facility along Covington Hwy from Evans Mill Road to Davidson Drive	Bike-Ped - Trail	\$264,500
BP-30	Covington Hwy Path (Segment 3)	Install shared-use bike-ped facility along Covington Hwy from Davidson Drive to Klondike Road	Bike-Ped - Trail	\$615,300
BP-31	Crossvale Rd Sidewalks	Install new sidewalk on west side of Crossvale Rd from Marble Drive to Evans Mill Road	Bike-Ped – Pedestrian	\$1,416,900
BP-34	Evans Mill Rd Sidewalks – North (Segment 1)	Install new sidewalk on south side of Evans Mill Rd from Woodrow Road to East Glen Drive	Bike-Ped – Pedestrian	\$310,600
BP-37	Evans Mill Rd Path (Segment 2)	Install shared-use path on Evans Mill Rd from Salem Rd to Flat Rock ES	Bike-Ped – Trail	\$1,632,400
BP-38	Fairington Pkwy Sidewalks (Segment 1)	Install missing sidewalk segment on north side of Fairington Pkwy from Meadowood Circle to 2801 Fairington Road	Bike-Ped – Pedestrian	\$119,700
BP-39	Fairington Pkwy Sidewalks (Segment 2)	Install missing sidewalk segment on north side of Fairington Pkwy	Bike-Ped – Pedestrian	\$216,800
BP-40	Fairington Pkwy Sidewalks (Segment 3)	Install missing sidewalk segment on the north side of Fairington Pkwy near the intersection of Panola Rd from Panola Road to Turnberry Road	Bike-Ped – Pedestrian	\$350,000
BP-41	Fairington Pkwy Path (Segment 1)	Install shared-use path on south side of Fairington Pkwy from Panola Road to Joel's Lake Path	Bike-Ped – Trail	\$2,749,100



Project ID	Project Name	Description	Project Type	Total Project Costs
BP-42	Fairington Pkwy Path (Segment 2)	Install a shared-use path on the south side of Fairington Rd from Panola Road to Chupp Way	Bike-Ped – Trail	\$3,012,400
BP-43	Fairington Rd Bridge Path	Install shared-use path as part of Fairington Rd bridge project and road realignment from Hillandale Drive to Fairington Road	Bike-Ped – Trail	\$451,400
BP-48	Hillandale Dr Path (Segment 1)	Install shared-use path on north side of Hillandale Dr from stream to DeKalb Medical Parkway	Bike-Ped – Trail	\$679,900
BP-49	Hillandale Dr Path (Segment 2)	Install shared-use path on north side of Hillandale Dr from DeKalb Medical Parkway to Lithonia Industrial Parkway	Bike-Ped – Trail	\$2,680,300
BP-50	Hillandale Dr Path (Segment 3)	Install shared-use path on north side of Hillandale Dr from Panola Road to stream	Bike-Ped – Trail	\$2,264,900
BP-51	Hillvale Rd Sidewalks	Install new sidewalk on south side of Hillvale Rd from DeKalb Medical Parkway to Covington Highway	Bike-Ped – Pedestrian	\$565,200
BP-52	Klondike Rd Sidewalks	Install missing sidewalk segment on east side of Klondike Rd from Mall Parkway to Wesley Providence Parkway	Bike-Ped – Pedestrian	\$113,900
BP-57	Maddox Rd Sidewalks (Segment 1)	Install new sidewalk on north side of Maddox Rd from 1801 Rock Chapel Road to Rock Chapel Road	Bike-Ped – Pedestrian	\$65,200
BP-58	Maddox Rd Sidewalks (Segment 2)	Install new sidewalk on north side of Maddox Rd from 7138 Maddox Road to 7226 Maddox Road	Bike-Ped – Pedestrian	\$469,500
BP-60	Mall Pkwy Sidewalks (Segment 2)	Install missing sidewalk on north side of Mall Pkwy from 8200 Mall Parkway to 8424 Mall Parkway	Bike-Ped – Pedestrian	\$120,500
BP-61	Mall Pkwy Sidewalks (Segment 3)	Install missing sidewalk segment on Mall Pkwy near the intersection of Turner Hill Rd from 3111 Turner Hill Road to Turner Hill Road	Bike-Ped – Pedestrian	\$47,100
BP-62	Marbut Rd Sidewalks (Segment 1)	Install missing sidewalk segments on the north side of Marbut Rd from 6792 Marbut Road to Stone Mountain Lithonia Road	Bike-Ped – Pedestrian	\$120,500
BP-63	Marbut Rd Sidewalks (Segment 2)	Install missing sidewalk segments on the north side of Marbut Rd from Lithonia Industrial Boulevard to 6720 Marbut Road	Bike-Ped – Pedestrian	\$99,000

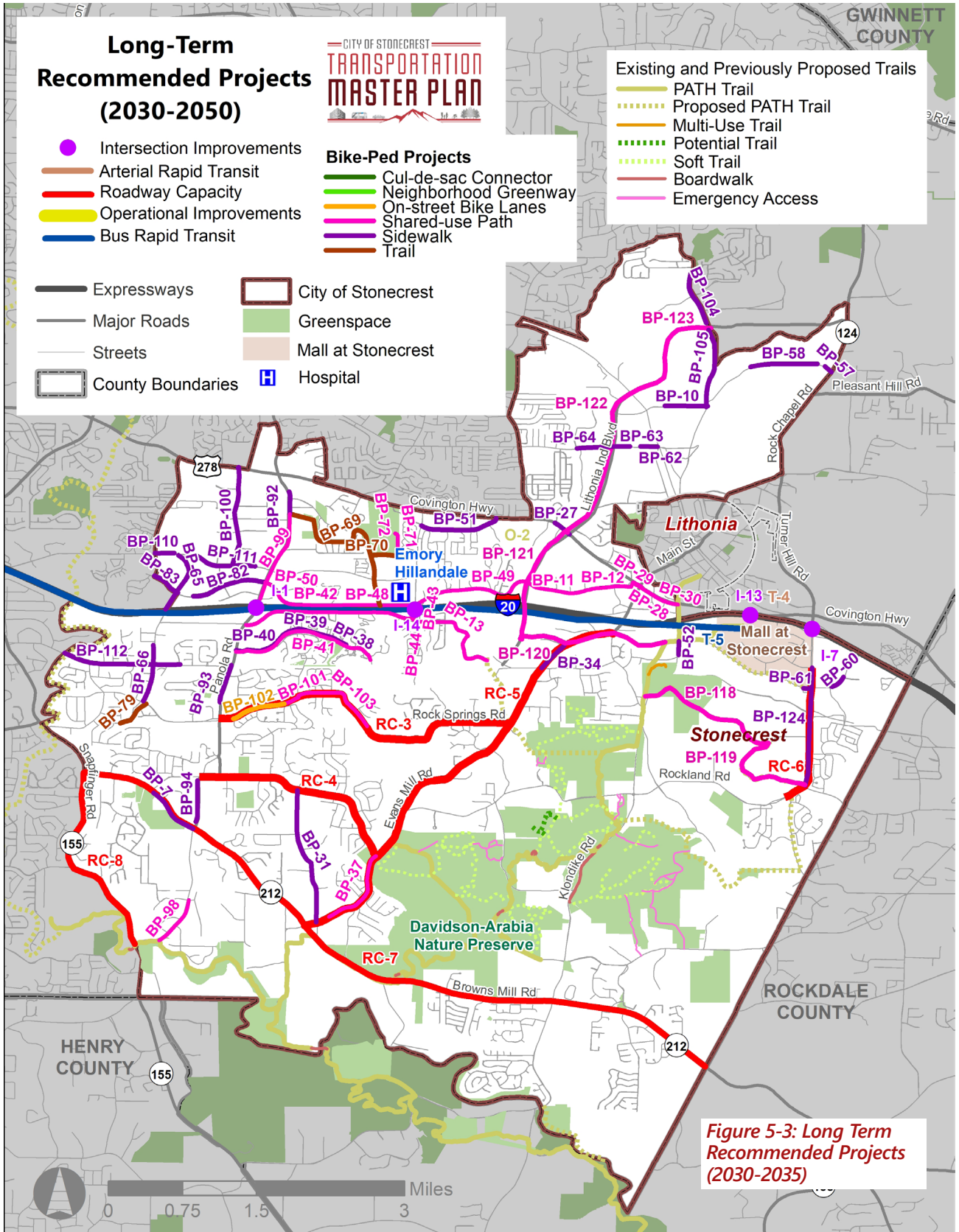
Project ID	Project Name	Description	Project Type	Total Project Costs
BP-64	Marbut Rd Sidewalks (Segment 3)	Install missing sidewalk segments on the north side of Marbut Rd from Jabco Boulevard to Lithonia Industrial Boulevard	Bike-Ped – Pedestrian	\$254,100
BP-65	Miller Rd Sidewalks	Install new sidewalk on one side of Miller Rd from Snapfinger Woods Drive to I-20 East	Bike-Ped – Pedestrian	\$611,500
BP-66	Miller Rd Sidewalks - South	Install missing sidewalk segment from Lacy Ln to Rock Springs Rd	Bike-Ped – Pedestrian	\$573,500
BP-69	Miller Grove Path - North	Install a shared-use path through Miller Grove Park and along the creek from Panola Road to Snapfinger Woods Drive	Bike-Ped – Trail	\$2,629,800
BP-70	Miller Grove HS Path	Install shared-use path to connect Miller Grove HS to greenway and provide parking access from DeKalb Medical Parkway to Miller Grove Path	Bike-Ped – Trail	\$722,700
BP-71	Southeast Athletic Complex/ Miller Grive HS Connector	Install a shared-use path between SAC and MGHS to facilitate shared parking and greenway access from DeKalb Southeast Athletic Complex to Miller Grove High School	Bike-Ped – Trail	\$443,300
BP-72	Miller Grove Path - South	Install a shared-use path along the creek from Snapfinger Woods Drive to Hillandale Drive	Bike-Ped – Trail	\$523,400
BP-79	Bouie Theme ES Trail	Install trail along stream to connect neighborhoods to Bouie Theme ES from Rondelay Drive to Rock Springs Road	Bike-Ped – Trail	\$646,200
BP-82	Panola Industrial Blvd Sidewalks (Segment 1)	Install missing sidewalk segments between Miller Rd and Panola Rd from 5180 Panola Industrial Boulevard to Panola Road	Bike-Ped – Pedestrian	\$529,700
BP-83	Panola Industrial Blvd Sidewalks (Segment 2)	Install missing sidewalk segment on one side of Panola Industrial Blvd from Acuity Way to Miller Road	Bike-Ped – Pedestrian	\$293,600
BP-92	Panola Rd Sidewalks – East Segment 2	Install missing sidewalk segments on the east side of Panola Rd from Covington Hwy to Snapfinger Woods Dr (2358 Panola Road to 2458 Panola Road)	Bike-Ped – Pedestrian	\$186,500
BP-93	Panola Rd Sidewalks - West	Install missing sidewalk segment on west side of Panola Rd from Thompson Mill Road to Black Foot Drive	Bike-Ped – Pedestrian	\$318,500
BP-94	Panola Rd Sidewalks - South	Install new sidewalk on west side of Panola Rd from Salem Road to Browns Mill Road	Bike-Ped – Pedestrian	\$344,100



Project ID	Project Name	Description	Project Type	Total Project Costs
BP-98	Panola Rd Path - South	Install shared-use path on Panola Rd from Panola Valley Dr to South River Trail	Bike-Ped – Trail	\$918,300
BP-99	Panola Rd Path - North	Install a shared-use path on the east side of Panola Rd from Miller Grove Park to J W Williams St	Bike-Ped – Trail	\$1,691,200
BP-100	Park Central Blvd Sidewalks	Install new sidewalk on one side of Park Central Blvd from Covington Highway to Snapfinger Woods Drive	Bike-Ped – Pedestrian	\$831,600
BP-101	Rock Springs Rd Path (Segment 1)	Install shared-use path on Rock Springs Rd	Bike-Ped – Trail	\$258,900
BP-102	Rock Springs Rd Path (Segment 2)	Install shared-use path on Rock Springs Rd from Tasman Trail to Brisbane Way	Bike-Ped – Trail	\$887,000
BP-103	Rock Springs Path - North	Install shared-use path on the north side of Rock Springs Road from Ottawa Trail to Pole Bridge Creek	Bike-Ped – Trail	\$1,449,100
BP-104	Rogers Lake Rd Sidewalks (Segment 1)	Install new sidewalk on west side of Rogers Lake Road from Rogers Crossing Drive to Lithonia Industrial Boulevard	Bike-Ped – Trail	\$440,600
BP-105	Rogers Lake Rd Sidewalks (Segment 2)	Install new sidewalk on west side of Rogers Lake Road from Lithonia Industrial Boulevard to Chapman Road	Bike-Ped – Pedestrian	\$659,200
BP-110	Snapfinger Woods Dr Sidewalks (Segment 2)	Install missing sidewalk segment from Acuity Way to Miller Road	Bike-Ped – Pedestrian	\$134,500
BP-111	Snapfinger Woods Dr Sidewalks (Segment 3)	Install missing sidewalk segment on one side of Snapfinger Woods Drive from 5096 Snapfinger Woods Drive to 5360 Snapfinger Woods Drive	Bike-Ped – Pedestrian	\$457,100
BP-112	Thompson Mill Rd Sidewalk	Install new sidewalk on north side of Thompson Mill Rd from Winding Grove Dr to city limits	Bike-Ped – Pedestrian	\$825,000
BP-113	Woodrow Dr Sidewalks	Install missing sidewalk segment from 2975 Woodrow Drive to Woodrow Drive	Bike-Ped – Pedestrian	\$114,700
BP-118	Stonecrest Path (Segment 1)	Shared-use path from the Klondike Road PATH trail to Forest Lake Parkway.	Bike-Ped Trail	\$2,396,000
BP-119	Stonecrest Path (Segment 2)	Shared-use path from Forest Lake Parkway to Rockland Road.	Bike-Ped Trail	\$1,882,400
BP-120	PATH to LIB Connection Path	Shared-use path from LIB to Mall Parkway PATH Trail.	Bike-Ped Trail	\$1,937,000

Project ID	Project Name	Description	Project Type	Total Project Costs
BP-121	LIB Path (Segment 1)	Shared-use path from E Glen Road extension (NR-2) to US 278 (Covington Highway), potential coordination with O-4 in Mid-Term.	Bike-Ped Trail	\$1,788,000
BP-122	LIB Path (Segment 2)	Shared-use path from US 278 (Covington Highway) to Stone Mountain Lithonia Road, potential coordination with O-5 in Mid-Term.	Bike-Ped Trail	\$2,384,000
BP-123	LIB Path (Segment 3)	Shared-use path from Stone Mountain Lithonia Road to Rogers Lake Road.	Bike-Ped Trail	\$1,639,000
BP-124	Turner Hill Sidewalks	Sidewalks along Turner Hill Road from Mall Parkway to Rockland Road, potential coordination with RC-6	Bike-Ped Trail	\$660,000







## City-Wide Programs and Policies

Based on input received from community stakeholders and coordination with City of Stonecrest staff, a series of transportation improvement programs and policies were identified to encourage future enhancements, efficiencies and safety throughout the City of Stonecrest. These improvements require additional input, coordination, studies, and potential cost assessments prior to proceeding with implementation. Proposed city-wide programs and policies include:

- Streetscape and Beautification Program:** With new transportation improvements there is an opportunity to incorporate design elements that provide a specific identity for Stonecrest. A Stonecrest Streetscape Design study should be developed with guidelines for cohesive streetscape design throughout the City of Stonecrest. Beautification measures should be initially focused along key transportation corridors entering the City of Stonecrest including major commercial areas in the Stonecrest Mall area and surrounding developments adjacent to I-20. Specific Stonecrest design elements could include new decorative streetlights and mastarms, pedestrian light poles, signage, landscaping and banners. These improvements would encourage citywide placemaking, wayfinding, and safety.
- Gateway Bridges Study:** With the reconstruction of I-20 under GDOT's managed lane project comes an opportunity to conduct a study that identifies potential gateway features and bridge design elements for planned rebuild bridges along I-20. Potential bridge locations would include Panola Road, Fairington Road and Turner Hill Road.
- Local Truck Traffic Ordinance:** As traffic congestion and industries continue to grow, there has been a growing concern with pass-through freight truck traffic on local residential streets in Stonecrest. In this era of electronic wayfinding devices where drivers are typically directed towards the quickest route, regardless of roadway classification, it is extremely important for the City to identify and establish local truck routes. This will provide the local road network that is structurally able to accommodate heavy vehicles while restricting them from utilizing routes that are not designed for that level of traffic. This is typically



*Figure 5-4: Cumberland Boulevard area Right-of-Way Signage and Beautification*



*Figure 5-5: Peachtree Street Gateway Bridge over I-85*



*Figure 5-6: Example of Trucks Prohibited Signage*



accomplished through an ordinance adopted by the City Council that clearly identifies the roadways available for use establishes the acceptable weight restrictions, any exemptions or applicable special conditions; and the fine schedule for any violations. The ordinance would establish specific criteria for truck restrictions (i.e. weight, size, number of wheels, etc.) and enforceable violations, including fines.

- **Traffic Operations Program:** The City should create a program that coordinates traffic operations within the City and the surrounding areas in DeKalb County. GDOT has established the Regional Traffic Operations Program (RTOP) as a multi-jurisdictional program to improve traffic flow and reducing vehicle emissions through improved signal timing. RTOP assists local jurisdictions to quickly find and repair problems and the ability to remotely monitor all corridors which will allow quicker response times to repair signal problems. The US 278 (Covington Highway) corridor is included in RTOP. Beyond the RTOP corridors, continued coordination on operations and maintenance of traffic is needed in southeast DeKalb County with a new Traffic Operations Center to focus on improving traffic flow. A study to determine the feasibility of implementing a Traffic Operations Center should be conducted.
- **Travel Demand Management:** Due to the impacts of the recent COVID-19 pandemic, the demand for transit service in the Atlanta region has decreased by 50% with traffic on the highways system reducing nearly 70%. As the economy begins to open back up, these numbers are subject to increase however we may not see them as high as they were before. The Atlanta region, similar across the US, will likely experience a “new normal” with more people and industries encouraging working remotely, which could reduce traffic congestion growth long-term. Other measures to reduce traffic and encourage multi-modal travel include Travel Demand Management (TDM). TDM strategies can increase overall efficiency of a transportation network by encouraging a mode shift from single-occupant vehicles (SOV) to other types of travel modes. TDM programs focus on peak period travel periods with greater commuting patterns for work trips and include incentives and information to encourage travelers and employer-based companies to modify traditional travel behavior. Specific TDM strategies include telecommuting, carpooling/vanpooling, flexible work schedules, transit pass subsidies and mixed-use developments. The City can partner with agencies such as the Georgia Commute Options and local businesses to encourage implementing more TDM strategies.
- **Smart Cities:** As the City of Stonecrest advances into the future, integrating new innovative technologies that support greater efficiency of the transportation network will be key. Communities are becoming more technology driven through partnerships and implementation of infrastructure, such as high data capacity fiber-optic and wireless networks to integrate communication with evolving technologies. The City's transportation network and infrastructure can take advantage of operation and energy efficiency solutions such as alternative fuel vehicles, LED street lighting and connected and autonomous vehicles. The City should explore research in new technologies, new policies, and infrastructure that supports future technology enhancements.

# Implementation Action Plan

This is a historic moment in time for the City of Stonecrest as this initial TMP will set the foundation for the City's growth and development. The recommendations for transportation improvements identified in this plan will serve as the vision and a valuable tool for the Stonecrest to guide investments in the years to come. The TMP will ensure that the transportation goals and priorities of the City to prepare for and respond to traffic, safety, future land use and new developments overtime. As funding levels for transportation improvements can be limited and competitive, City staff and decision-makers must be strategic advancing cost-effective projects that enhance existing transportation network, reduce congestion, encourage more transit and active transportation use.

Coordination with regional agencies, including GDOT, MARTA, ATL, ARC, and DeKalb County, is vital to securing potential funding and supporting efficient implementation of improvements across all transportation modes. Continued public, stakeholder, and elected official outreach on the TMP is also important to maintain support of programs and future SPLOST measures. Transportation and land use plan coordination is needed to support better connectivity between existing and planned developments and encourage preservation of multi-modal transportation corridors. As projects are further defined, more detailed cost estimates will be needed. Over the 30-year TMP timeframe, as needs and funding sources evolve, it will be critical for the City to continue to utilize this document as a framework to advance transportation efforts. The TMP should be utilized by City staff to guide the implementation of plan recommendations over time, but a process to monitor and update the program should include future updates to the TMP every 5-10 years. The following are recommended actionable steps for the City to best utilize and implement the TMP moving forward:

## Adopt the Transportation Master Plan (TMP)

This Transportation Master Plan is the result of a rigorous evaluation of the existing conditions and a forecast of future conditions. Goals and objectives were developed and the public was engaged through many different opportunities and techniques. The final document is designed to provide a financially feasible and constructible vision of the future of transportation that has the support of Stonecrest's residents and policy makers. It will provide the policy basis for investments and what projects and programs the City wishes to fund to provide transportation services.

## Develop a Staffing Plan for Delivery of TMP

Upon adoption of the TMP, it becomes incumbent on the City of Stonecrest to identify the methodology, or staffing plan, for implementing the recommendations. Simply put, a staffing plan must support the TMP. To successfully own, operate and maintain a transportation network, the City must decide if the path to success will be through the creation of a Public Works Department or will these functions be out-sourced to a private firm with a small City staff to manage the contract.

## Coordinate on TMP Implementation

Upon formal adoption of the TMP, the City should begin preparations for plan implementation. Before project implementation can occur, the City should to continue coordination by setting up meetings with regional partners and agencies to present and discuss the TMP and its recommended



projects. It is beneficial for regional partners and transit agencies, such as ARC, GDOT, the ATL, and MARTA, to be aware of and familiar with recommended transportation projects. The City should then prepare a schedule for entering in the regional “Call for Projects” process with both ARC and the ATL issuing their call for projects to program and prioritize regional transportation (ARC) and transit (the ATL) projects seeking federal funding. With ARC serving as the federally designated Metropolitan Planning Organization (MPO) for the 20-county Atlanta region, projects can be selected every four years to be included in the long-term vision of the Regional Transportation Plan (RTP), with the Transportation Improvement Program (TIP) covering the first six years of the RTP consisting of high-priority projects with committed funds. The ATL has its own call for projects cycle every year for the Atlanta Regional Transportation Plan (ARTP), which serves as the primary source of transit projects to be included in ARC’s TIP and RTP.

The City of Stonecrest benefits from the transit services provided by MARTA and GRTA Xpress. Funding for planned bus stop amenities improvements in DeKalb County and the new transit hub in Stonecrest is already committed and programmed by MARTA. Continued coordination and more detailed identification of future transit needs that support both regional connectivity and local circulation in Stonecrest from residential areas to key commercial districts, new developments and recreational areas, such as Arabia Mountain trailheads should be explored.

## **Create a TMP Dashboard to Ensure Accountability & Monitor Success**

In order to ensure the success with implementation of the TMP, the City of Stonecrest should consider creating a TMP analytics dashboard to monitor and track the delivery of projects. The TMP dashboard would have the capability to link a map of the recommended TMP with project descriptions, costs and programming information. The dashboard would also ensure quality and consistency of project information, phasing, total system costs and funding allocations. The functionality of the dashboard should incorporate real time information on the transportation program and have the capability to compare current with historic trends and performance measures for projects. The outputs of the dashboard would include automated reporting to help the City’s transportation staff present key data points regarding the progress of project delivery, financial information, schedules of key milestones and other project details of the program.

## **Develop a Robust and Achievable Resurfacing Program**

The focus of the City from its founding has been resurfacing deteriorating roadways. A study was conducted by the City in 2019 to assess and rate pavement conditions for existing roadways. The result of the study recommended the establishment of a roadway maintenance program with pavement conditions assessed every three years. A list and map of the proposed 5-year rehabilitation program can be found in Appendix B.

A 12-year resurfacing cycle is a reasonable goal for the City. This equates to approximately 17 miles per year, based on the current City street inventory of 205 miles. Long term, a policy and program goal should be to establish a data-driven resurfacing program designed to preserve and lengthen pavement lifespan. The goal, as it relates to the TMP, would be for this model to be implemented in five to eight years. This would allow for many of the existing roadways that are in disrepair to be resurfaced and a pavement preservation strategy to be implemented in the long-term.

## Program Management, Special Engineering and Planning Studies

Whichever staffing model is selected, appropriate funding levels to effectively manage the transportation program must be accounted for. Program management should include salary, benefits, and any overhead expenses for all staff and any costs for supplemental consulting services.

In an effort to remain flexible and responsive to ever changing conditions in the City of Stonecrest or the immediate surrounding area, it is prudent to anticipate that unique or unexpected situations might arise that will require the City to perform evaluations quickly. It is prudent to dedicate a percentage of funding so a quick response can be accommodated.

Another task that demands attention is funding engineering work to have projects “shovel ready” for any potential or unique funding opportunities that may arise. An example would be the distinct possibility that the federal government may pass an infrastructure funding bill in response to the on-going COVID-19 pandemic. Projects that have completed design, environmental and right-of-way acquisition activities would be highly competitive for these funds.

## Develop a Capital Construction Plan, including Bicycle/Pedestrian Improvements

This activity is, by far, the most expensive endeavor to fund. However, the City of Stonecrest can identify ways to leverage the City’s funding with state or federal partners to implement these projects. The existing transportation system plays a key role in establishing corridors and where future growth may occur. The availability of transportation capacity can influence where growth occurs within the City. At the same time, the transportation system must be responsive to both growth and the needs and demands of the larger region.

## Develop an Operational Plan (Routine Maintenance, Traffic Signal Maintenance/Operations, Landscaping)

Maintaining right-of-way and operating traffic signals are often forgotten activities. By making appropriate investment in these activities, the City will likely experience a reduced burden of funding significant reconstruction of roadway infrastructure and a reduced number of resident complaints.

- **White line to white line:** Tasks associated include restriping the roadways on a regular interval, pavement preservation activities, such as crack sealing and patching and traffic signal maintenance. Transportation infrastructure is subject to harsh environmental conditions and as such, require regular maintenance to remain in peak operating status.
- **White line to back of right-of-way:** These are considered traditional routine maintenance activities. These include ditch maintenance, mowing, litter removal, vegetation management, sign maintenance and even removal of dead animals. Keeping the shoulders well maintained, and enhanced with well-designed landscaping, can become a source of community pride. It is well documented that mowing and litter removal are highly desired by the public, so having a strong routine maintenance program should be considered.





CITY OF STONECREST  
**TRANSPORTATION  
MASTER PLAN**



# City of Stonecrest Transportation Master Plan

September 2020



— CITY OF STONECREST —

# TRANSPORTATION MASTER PLAN

An illustration at the bottom of the title features a red horizontal line. Above this line, from left to right, are icons for a modern building, a bus with 'MARTA' written on its side, a car, a jagged mountain range, a family of three walking, a person on a bicycle, and a cluster of trees.

City Council Meeting

September 14, 2020

# Purpose of Transportation Master Plan

- Address transportation issues and needs in the City of Stonecrest
- Establish study goals and objectives
- Identify mobility solutions and enhancements
- Create a 30-year vision for transportation
- Establish transportation policies, programs and projects
- Identify costs and funding opportunities
- Define actions to leverage funding and implement projects



## Improve Connectivity for Live, Work and Play

Develop multi-modal transportation solutions that provides seamless connectivity for residents and visitors to access jobs and other activities.



## Reduce Traffic Congestion

Enhance traffic capacity and travel flow along major roadways.



## Enhance Biking and Walking Access

Identify bicycle and pedestrian infrastructure improvements that provide greater access to transit and recreational areas.



## Increase Travel Safety

Incorporate design treatments and policy measures to increase mobility and safety.



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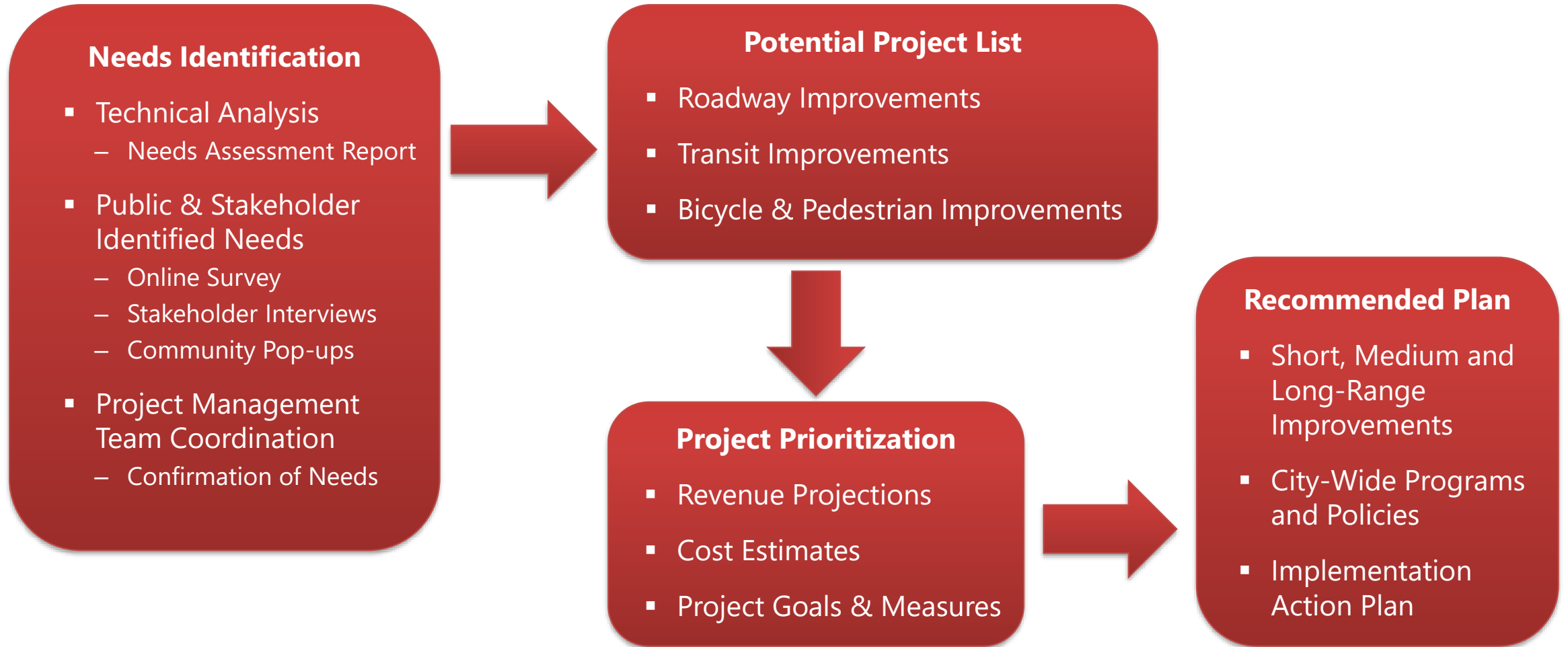
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# Project Timeline



# Project Development Process



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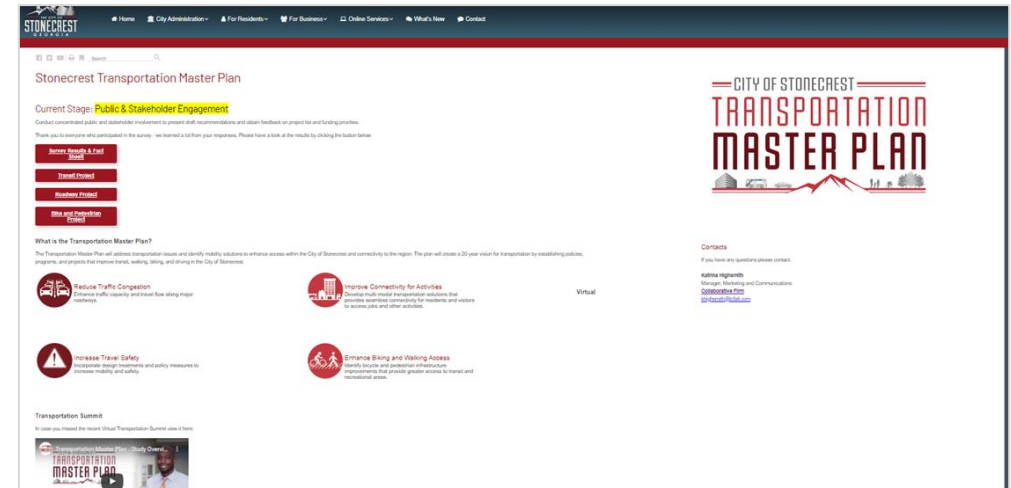
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# TMP Outreach Strategy

- Engage and educate public and stakeholders on Transportation Master Plan
- Identify transportation needs and opportunities
- Project Webpage and Fact Sheet
- Project Updates
  - City Council
  - SPLOST Citizens Oversight Advisory Committee
- Social Media Outreach and Email Distribution
  - Facebook, Twitter, Instagram, Mail Chimp
  - Next Door Mobile Application-Stonecrest Residents
  - HOA Groups
  - On Common Ground & The Champion
- Estimated reach of approximately 245,000 people



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# Stakeholder Interviews & Focus Groups

- Total of 75 participants representing local and regional organizations including:
  - City of Stonecrest Elected Officials and Staff
  - Stonecrest Business Alliance
  - Chamber of Commerce
  - Lithonia Industrial Park
  - Snapfinger Woods Industrial Park
  - Arabia Mountain National Heritage Area
  - Allen Family Investments, LLC
  - Stonecrest Connect
  - DeKalb County
  - MARTA



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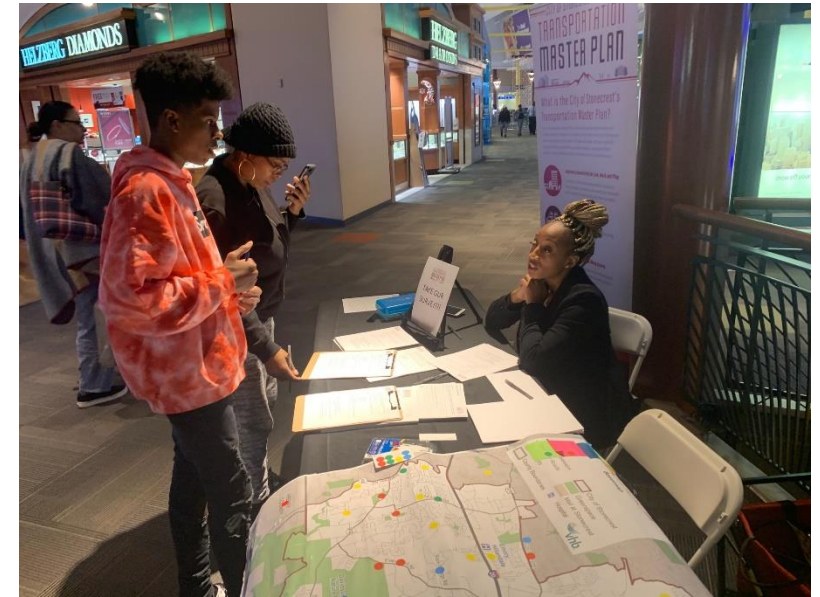


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# Public Outreach Activities & Events

- Online Survey – 140 survey responses received
- Community Pop-Up Events - 75 participants
  - Stonecrest Fest – *October 5, 2019*
  - Browns Mill Community Center Re-Opening – *October 12, 2019*
  - Stonecrest Mall – *November 21, 2019*
  - Salem-Panola Library – *December 7, 2019*
  - Stonecrest Library – *December 10, 2019*
  - Browns Mill Community Center – *January 26, 2019*
  - Stonecrest City Hall – *February 20, 2020*
- Virtual Transportation Summit – 54 participants



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Next Step Action Plan

# Needs Assessment Key Takeaways

- **Prioritize maintenance** of existing roadways and transportation infrastructure
- **Identify intersection improvements** that increase efficiency and address safety
- **Expand transit service** in unserved and underserved areas (south of Interstate 20)
- **Construct new sidewalks** to connect neighborhoods, schools, parks, community facilities and transit
- **Extend multi-use paths** between recreational, communities and new developments to encourage walking and biking
- **Identify funding sources** and program management structure and partnerships to deliver transportation improvements

## WHAT WE HEARD FROM YOU



**91%** OF PEOPLE COMMUTE TO, FROM AND AROUND THE CITY OF STONECREST

**TOP 5** REPORTED INTERSECTIONS WITH THE HIGHEST TRAFFIC CONGESTION AND/OR SAFETY ISSUES IN THE CITY OF STONECREST

- 1 Turner Hill Road at I-20
- 2 Panola Road at I-20
- 3 Evans Mill Road at Mall Parkway
- 4 Panola Road at Covington Highway
- 5 Turner Hill Road at Mall Parkway

## HOW WOULD YOU IMPROVE TRANSPORTATION IN THE CITY OF STONECREST?

**89%**

Repave/repair streets and/or sidewalks



**75%**

Add new bike lanes and/or multi-use paths



**74%**

Add new transit



**63%**

Improve existing transit



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Next Step Action Plan

# Universe of Projects

## Maintenance

- Resurfacing
- Routine Maintenance
- Landscaping

## Capacity

- Widen Roads
- Construct New Roads

## Operations

- Intersection Improvements
- Traffic Signals
- Safety Improvements

## City-Wide Programs and Policies

- Streetscape Design & Beautification
- Gateway Bridges
- Traffic Operations Management
- Local Truck Traffic Ordinance
- Travel Demand Management (TDM)

## Bicycle & Pedestrian

- New Pedestrian Facilities
- New Bicycle Facilities

## Transit

- New Bus Shelters
- Expanded Bus Routes
- New Transit Center

## Program Management, Engineering & Planning Studies



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Next Step Action Plan



# Current and Potential Funding

- Current funding sources
  - City of Stonecrest SPLOST
  - GDOT Local Maintenance & Improvement Grant (LMIG)
- Available funding sources
  - GDOT Off-System Safety and Federal-Aid Program
  - ARC Transportation Improvement Program (TIP) and Livable Centers Initiative (LCI)
  - Congestion Mitigation & Air Quality (CMAQ)
  - MARTA Tax
- Potential funding sources
  - State and Federal Infrastructure Funding
  - Georgia Transportation Infrastructure Bank (GTIB)
  - Community Improvement District (CID)
  - Impact Fees
  - Tax Allocation Districts (TAD)
  - Bonding

Funding Source	2020 – 2024	2025 – 2029	2030 – 2039	2040-2050	Total
SPLOST	\$28,000,000	\$30,000,000	\$70,500,000	\$95,400,000	\$223,900,000
GDOT LMIG	\$3,100,000	\$3,600,000	\$8,300,000	\$11,200,000	\$26,200,000
Future Sources	\$6,200,000	\$11,500,000	\$26,700,000	\$36,100,000	\$80,500,000
<b>Total</b>	<b>\$37,300,000</b>	<b>\$45,100,000</b>	<b>\$105,500,000</b>	<b>\$142,700,000</b>	<b>\$330,600,000</b>

\$2,000,000 per year estimate for additional funding based on success in peer cities. Projected starting in 2022 and inflated 2% per year.





# Recommended City-Wide Programs and Polices

- Streetscape and Beautification Program
- Gateway Bridges Study
- Local Truck Traffic Ordinance
- Traffic Operations Program
- Travel Demand Management (TDM)
- Smart Cities/Future Technologies



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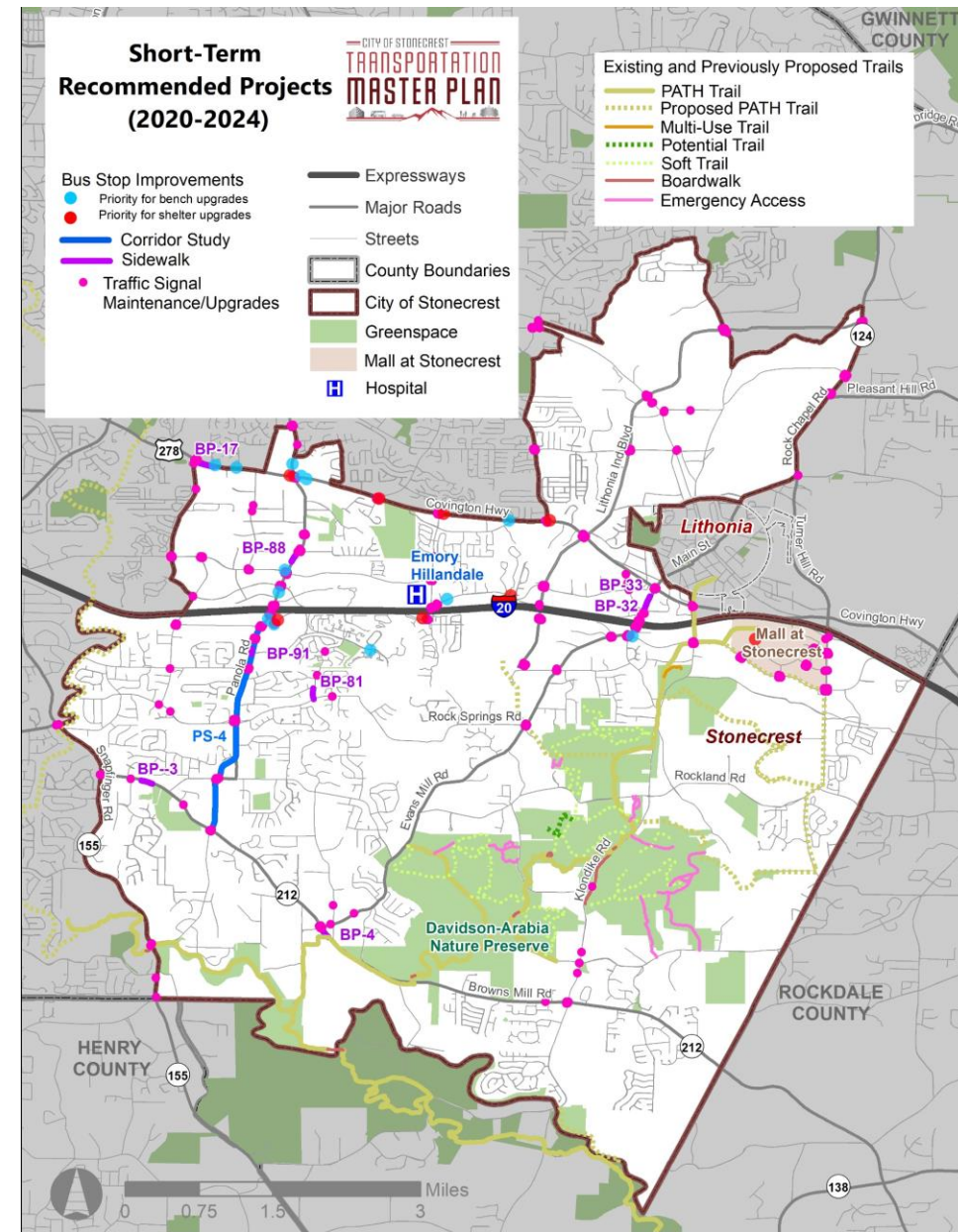
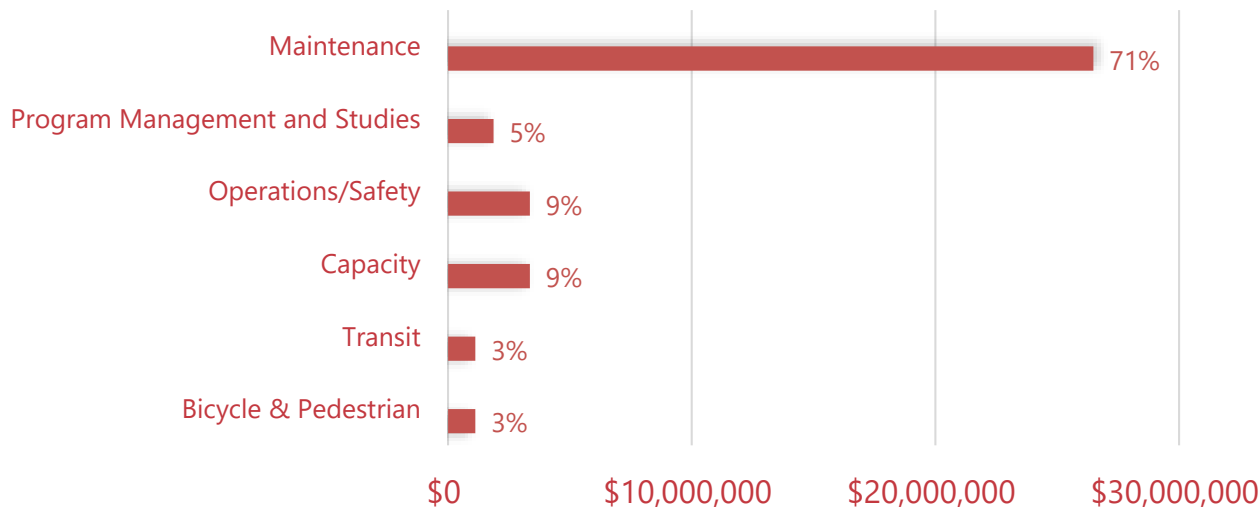
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Next Step Action Plan



# Short-Term Plan (2020-2024)

- Constrained list of lower-cost, higher priority projects
- Prioritize repaving and maintenance of existing roadways based on 5-year pavement rehabilitation program
- Smaller-scale improvements that address immediate safety and connectivity needs



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Next Step Action Plan

# Short-Term Plan (2020-2024)

Project ID	Project Name	District
O-6	Quick Response Improvements	Citywide
M-1	Resurfacing/Bridge Maintenance Program*	Citywide
I-18	Traffic Signal Maintenance/Upgrades	Citywide
T-7	Bus Stop Enhancements	1,2,3
PS-1	Gateway Bridges Study	2,3,5
PS-2	Stonecrest Streetscape Design	Citywide
PS-3	Freight Traffic Ordinance	Citywide
PS-4	Panola Road Study	3,4
BP-3	Browns Mill ES Sidewalks	4
BP-4	Browns Mill Rd Sidewalks (Segment 1)	4
BP-17	Covington Hwy Sidewalk - Miller Rd	2
BP-32	Evans Mill Rd Sidewalks (Segment 1)	5
BP-33	Evans Mill Rd Sidewalks (Segment 2)	5
BP-81	Ottawa Trl Sidewalk	3
BP-88	Panola Rd Sidewalks – North Segment 1	3
BP-91	Panola Rd Sidewalk – Segment 1	2

RC – Roadway Capacity   NR – New Road   O – Operational Improvements   I – Intersection Improvement   T – Transit   PS – Planning Studies   BP – Bicycle/Pedestrian

*\*Based on proposed 5-year rehabilitation program in City of Stonecrest 2019 Pavement Management Analysis Report*



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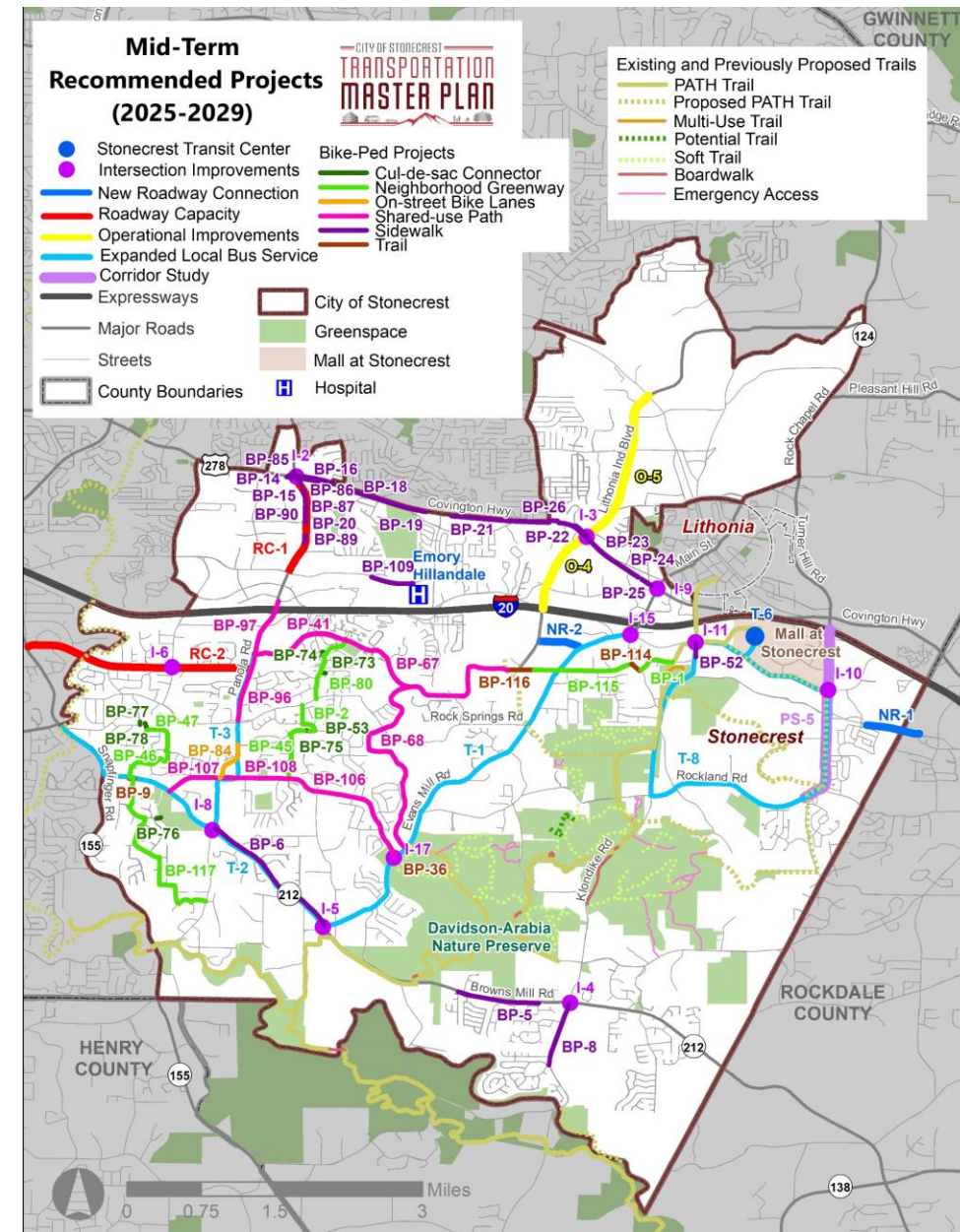
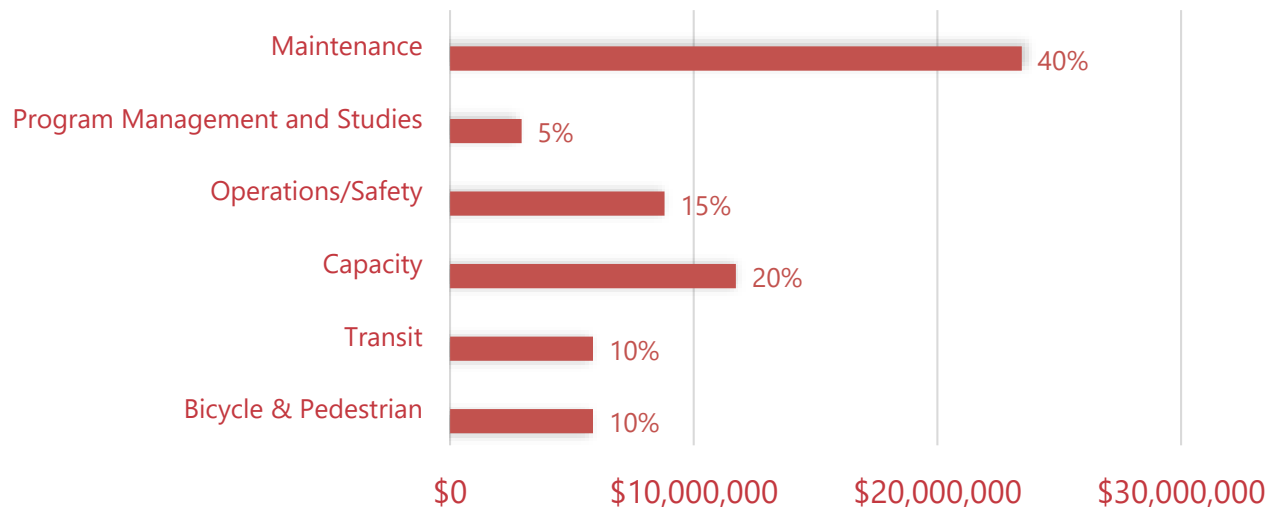


Next Step Action Plan



# Mid-Term Plan (2025-2029)

- Constrained list of projects within projected available funding
- Capacity and operations project development and implementation
- Bicycle/pedestrian and transit expansion



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Next Step Action Plan

# Mid-Term Plan (2025-2029)

Project ID	Project Name	District	Project ID	Project Name	District
RC-1	Panola Road Widening	2	BP-22	Covington Hwy Sidewalks – Central (Segment 4)	2
RC-2	Thompson Mill Road Widening	2,3	BP-23	Covington Hwy Sidewalks – East (Segment 1)	1
NR-1	Hayden Quarry Road/Sigman Road Extension	1	BP-24	Covington Hwy Sidewalks – East (Segment 2)	1
NR-2	East Glen Road Upgrade and Extension	5	BP-25	Covington Hwy Sidewalks – East (Segment 3)	1
O-4	Lithonia Industrial Boulevard (LIB) Operational Improvements (Segment 1)	1,2	BP-26	Covington Hwy Sidewalks - Central (North Side – Segment 1)	2
O-5	Lithonia Industrial Boulevard (LIB) Operational Improvements (Segment 2)	1,2	BP-36	Install shared-use path on Evans Mill Rd from Salem Rd to Pole Bridge Creek Path	5
I-2	Panola Road at US 278 (Covington Highway)	2	BP-41	Fairington Pkwy Path (Segment 1)	3
I-3	US 278 (Covington Highway) at Lithonia Industrial Boulevard	1,2	BP-45	Fannin Dr/Rock Pine Dr Neighborhood Greenway	4
I-4	Klondike Road at SR 212 (Browns Mill Road)	5	BP-46	Herrenbut Rd/Framington Dr Neighborhood Greenway (Segment 1)	4
I-5	Evans Mill Road at SR 212 (Browns Mill Road)	4,5	BP-47	Herrenbut Rd/Framingham Dr Neighborhood Greenway (Segment 2)	4
I-6	Miller Road at Thompson Mill Road	2	BP-53	Brisbane Way Neighborhood Greenway	4
I-8	Panola Road at US 212 (Browns Mill Road)	4	BP-67	Joels Lake Path	3,5
I-9	Evans Mill Road at US 278 (Covington Highway)	1,5	BP-68	Pole Bridge Creek Path	3,4
I-10	Mall Parkway at Turner Hill Road	1	BP-73	Aberdeen Way/Ottawa Trl Cul-de-sac Connector	3
I-11	Klondike Road at Mall Parkway	1	BP-74	Highland Park Cir/Ottawa Trl Cul-de-sac Connector	3
I-15	Mall Parkway at Evans Mill Road	1,5	BP-75	Rocky Pine Dr/La Fleur Trl Cul-de-sac Connector	4
I-17	Salem Road at Evans Mill Road	4,5	BP-76	Wolverton Dr Cul-de-sac Connector	4
T-1	Expanded Local Bus Service along Evans Mill Road	4,5	BP-77	Rondelay Dr Cul-de-sac Connector	4
T-2	Expanded Local Bus Service along SR 212 (Browns Mill Road) and SR 155 (Snapfinger Road)	4	BP-78	Herrenbut Rd Cul-de-sac Connector	4
T-3	Expanded Local Bus Service along Panola Road	3,4	BP-80	Ottawa Trl Neighborhood Greenway	3
T-6	Stonecrest Mobility Hub	1	BP-84	Panola Rd Bike Lanes	4
T-8	Expanded Local Bus Service along Rockland Road and Klondike Road	1,5	BP-85	Panola Road Sidewalks - North (West Side)	2
PS-5	Turner Hill Road Study	1	BP-86	Panola Rd Sidewalks (West Side)	2
BP-1	Arabian Woods Dr/Arabian Ter Neighborhood Greenway	1	BP-87	Panola Rd Sidewalks - North (East Side)	2
BP-2	Brisbane Way Neighborhood Greenway	4	BP-89	Panola Rd Sidewalks – North Segment 2	2
BP-5	Browns Mill Rd Sidewalk - East	5	BP-90	Panola Rd Sidewalks – East Segment 1	2
BP-6	Browns Mill Rd Sidewalks - North	4	BP-96	Panola Rd Shared-use Path - Central	3
BP-8	Klondike Rd Sidewalk - South	5	BP-97	Panola Rd Path Crossing	3
BP-9	Browns Mill Rd Path	4	BP-106	Salem Rd Path - East	4
BP-14	Covington Rd Sidewalks (South Side)	2	BP-107	Salem Rd Path - West	4
BP-15	Covington Hwy Sidewalks (North Side)	2	BP-108	Salem Rd Path - Central	4
BP-16	Covington Hwy Sidewalks - West (South Side)	2	BP-109	Snapfinger Woods Dr Sidewalk (Segment 1)	2
BP-18	Covington Hwy Sidewalks – Central (Segment 1)	2	BP-114	Woodrow Rd Path (Segment 1)	1,5
BP-19	Covington Hwy Sidewalks – Central (Segment 2)	2	BP-115	Woodrow Rd Neighborhood Greenway	5
BP-20	Covington Hwy Sidewalks - West (North Side)	2	BP-116	Woodrow Rd Path (Segment 2)	5
BP-21	Covington Hwy Sidewalks – Central (Segment 3)	2	BP-117	Sheffield Woods Neighborhood Greenway	5

RC – Roadway Capacity   NR – New Road   O – Operational Improvements   I – Intersection Improvement   T – Transit   PS – Planning Studies   BP – Bicycle/Pedestrian



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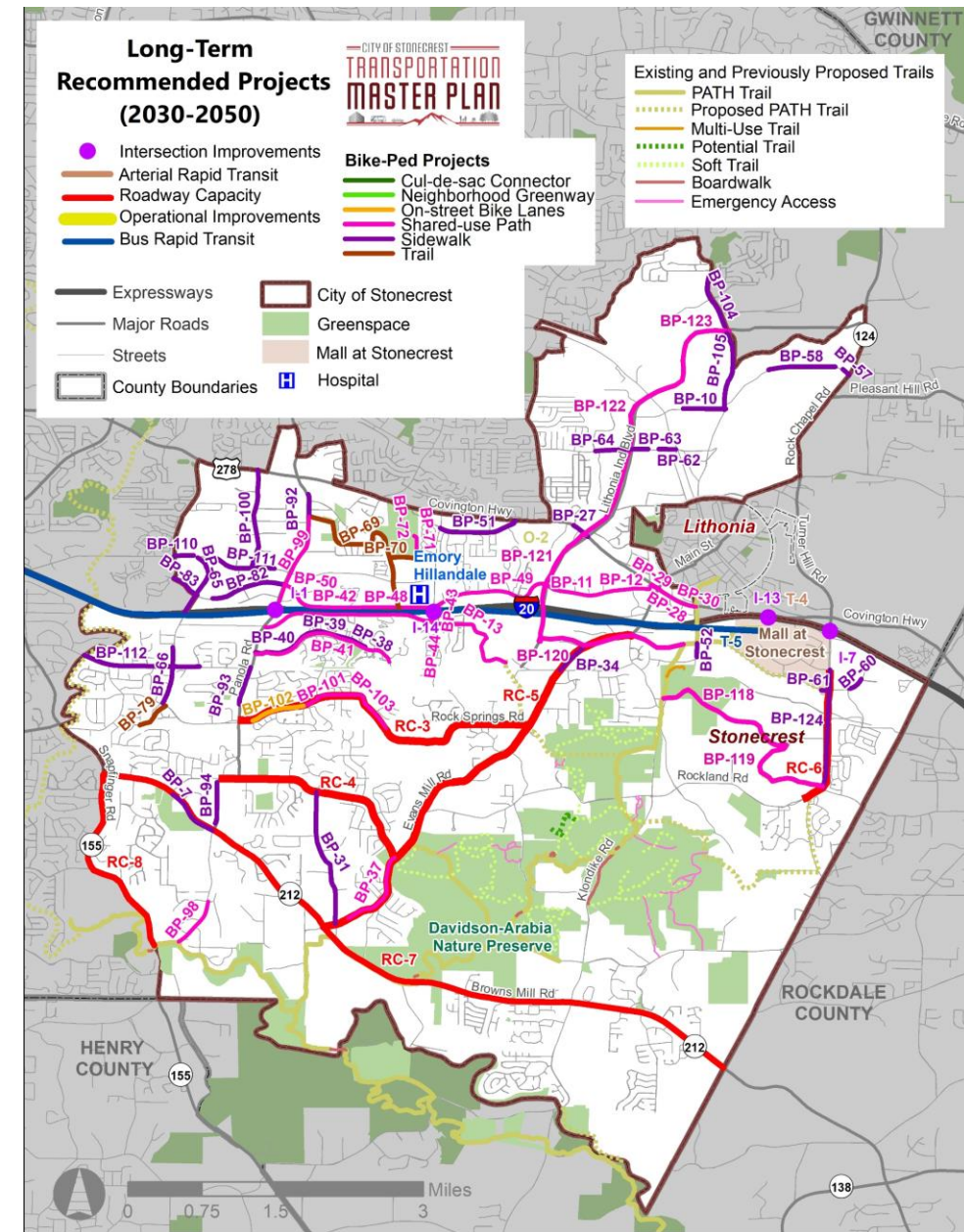
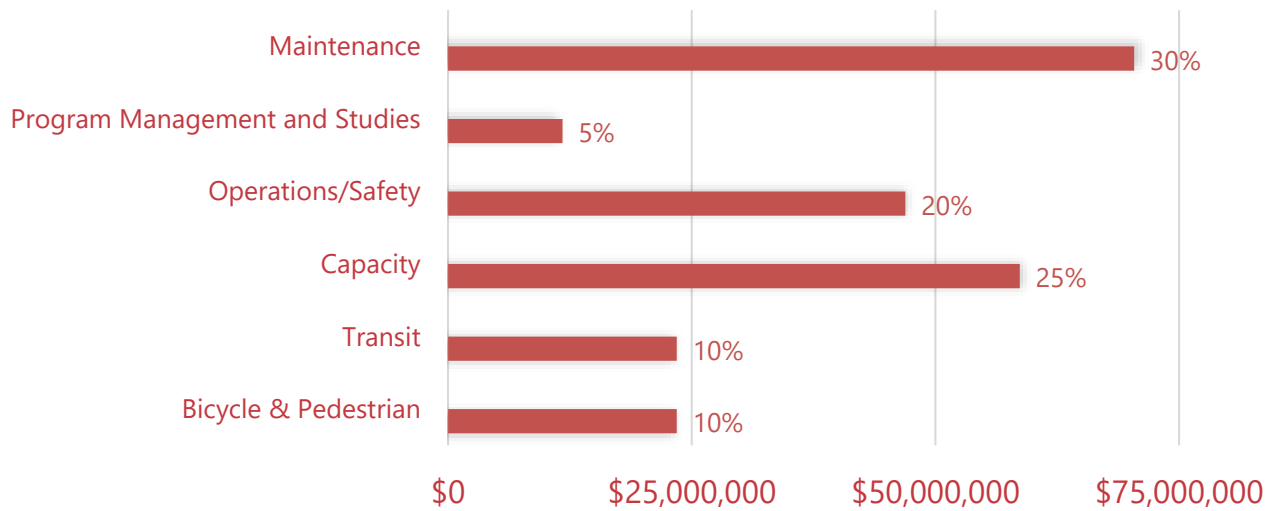
Sustainability Goals



Next Step Action Plan

# Long-Term Plan (2030-2050)

- Unconstrained “aspirational” list of projects beyond projected available funding
- Larger-scale capacity, operations, transit and bicycle and pedestrian improvements
- Reassessed and prioritized in future TMP updates



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Economic Development



Sustainability Goals



Next Step Action Plan



# Long-Term Plan (2030-2050)

Project ID	Project Name	District
RC-3	Rock Springs Road Widening	3,4,5
RC-4	Salem Road Widening	4
RC-5	Evans Mill Road Widening	4,5
RC-6	Turner Hill Road Widening	1
RC-7	SR 212 (Browns Mill Road) Widening	4,5
RC-8	SR 155 (Snapfinger Road) Widening	4
O-2	US 278 (Covington Highway) RTOP Corridor	1,2
O-3	SE DeKalb Traffic Operations Center	Citywide
I-1	Panola Road: Segment 3 Operations Improvements - Includes I-20 Interchange	2,3
I-7	Turner Hill Road at I-20 East	1
I-13	New I-20 East Express Lanes Access Point (Stonecrest Mall)	1
I-14	New I-20 East Express Lanes Access Point (Fairington Road)	2,3,5
T-4	US 278 (Covington Hwy) ART	1,2
T-5	BRT (Bus Rapid Transit) to Downtown Atlanta	1,2,3,5
BP-7	Browns Mill Rd Sidewalks - South	4
BP-10	Chapman Rd Sidewalks	1
BP-11	Chupp Rd Path (Segment 1)	1
BP-12	Chupp Rd Path (Segment 2)	1
BP-13	Chupp Way Path	5
BP-27	Covington Hwy Sidewalks - Central (North Side - Segment 2)	2
BP-28	Covington Hwy Path (Segment 1)	1
BP-29	Covington Hwy Path (Segment 2)	1
BP-30	Covington Hwy Path (Segment 3)	1
BP-31	Crossvale Rd Sidewalks	4
BP-34	Evans Mill Rd Sidewalks - North (Segment 1)	5
BP-37	Evans Mill Rd Path (Segment 2)	4,5
BP-38	Fairington Pkwy Sidewalks (Segment 1)	3
BP-39	Fairington Pkwy Sidewalks (Segment 2)	2
BP-40	Fairington Pkwy Sidewalks (Segment 3)	2
BP-41	Fairington Pkwy Path (Segment 1)	2
BP-42	Fairington Pkwy Path (Segment 2)	2
BP-43	Fairington Rd Bridge Path	2,5
BP-48	Hillandale Dr Path (Segment 1)	2
BP-49	Hillandale Dr Path (Segment 2)	2
BP-50	Hillandale Dr Path (Segment 3)	2
BP-51	Hillvale Rd Sidewalks	2
BP-52	Klondike Rd Sidewalks	1
BP-57	Maddox Rd Sidewalks (Segment 1)	1

Project ID	Project Name	District
BP-58	Maddox Rd Sidewalks (Segment 2)	1
BP-60	Mall Pkwy Sidewalks (Segment 2)	1
BP-61	Mall Pkwy Sidewalks (Segment 3)	1
BP-62	Marbut Rd Sidewalks (Segment 1)	1
BP-63	Marbut Rd Sidewalks (Segment 2)	1
BP-64	Marbut Rd Sidewalks (Segment 3)	1
BP-65	Miller Rd Sidewalks	2
BP-66	Miller Rd Sidewalks - South	2
BP-69	Miller Grove Path - North	2
BP-70	Miller Grove HS Path	2
BP-71	Southeast Athletic Complex/Miller Grive HS Connector	2
BP-72	Miller Grove Path - South	2
BP-79	Bouie Theme ES Trail	4
BP-82	Panola Industrial Blvd Sidewalks (Segment 1)	2
BP-83	Panola Industrial Blvd Sidewalks (Segment 2)	2
BP-92	Panola Rd Sidewalks - East Segment 2	2
BP-93	Panola Rd Sidewalks - West	3
BP-94	Panola Rd Sidewalks - South	4
BP-98	Panola Rd Path - South	4
BP-99	Panola Rd Path - North	2
BP-100	Park Central Blvd Sidewalks	2
BP-101	Rock Springs Rd Path (Segment 1)	3,4
BP-102	Rock Springs Rd Path (Segment 2)	3,4
BP-103	Rock Springs Path - North	3
BP-104	Rogers Lake Rd Sidewalks (Segment 1)	1
BP-105	Rogers Lake Rd Sidewalks (Segment 2)	1
BP-110	Snapfinger Woods Dr Sidewalks (Segment 2)	2
BP-111	Snapfinger Woods Dr Sidewalks (Segment 3)	2
BP-112	Thompson Mill Rd Sidewalk	2,3
BP-113	Woodrow Dr Sidewalks	5
BP-118	Stonecrest Path (Segment 1)	1
BP-119	Stonecrest Path (Segment 2)	1
BP-120	PATH to LIB Connection Path	5
BP-121	LIB Path (Segment 1)	1,2,5
BP-122	LIB Path (Segment 2)	1,2
BP-123	LIB Path (Segment 3)	1
BP-124	Turner Hill Sidewalks	1

RC – Roadway Capacity   NR – New Road   O – Operational Improvements   I – Intersection Improvement   T – Transit   PS – Planning Studies   BP – Bicycle/Pedestrian



Mobility



Land Use



Livability



Economic Development



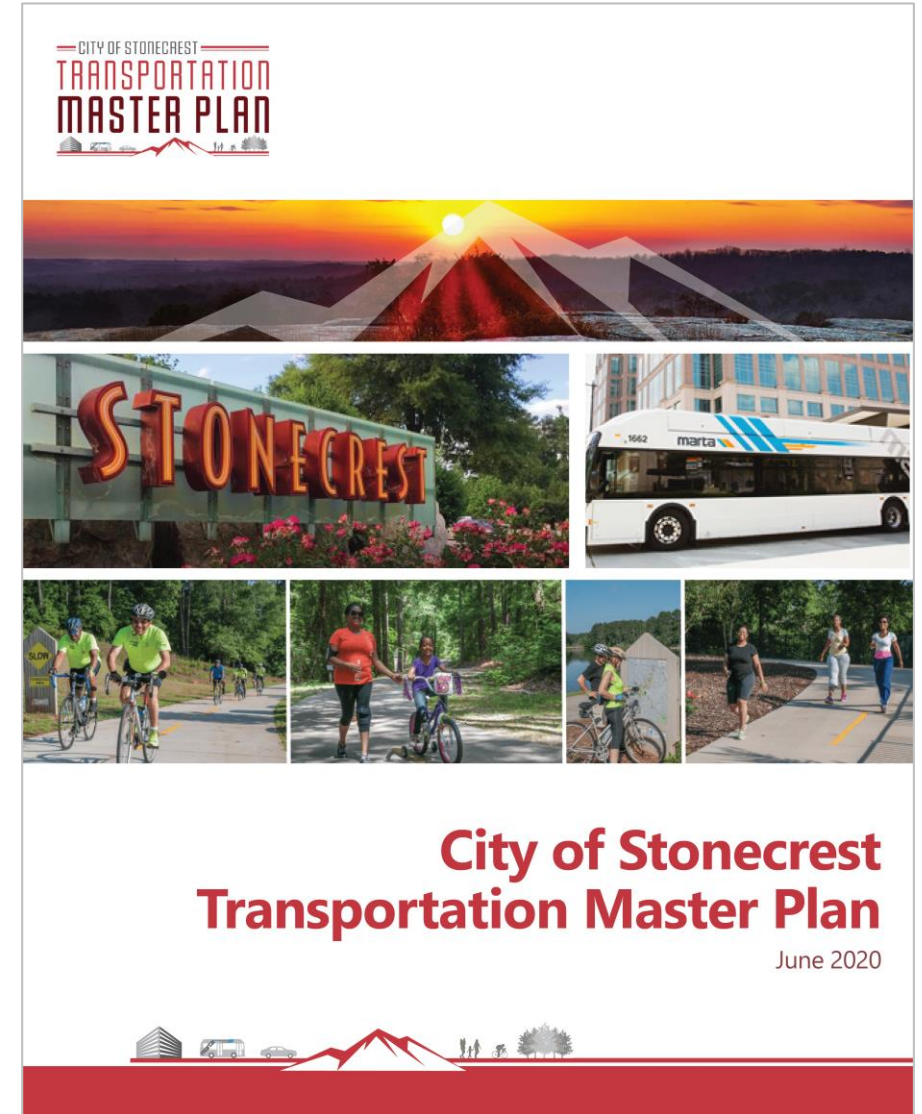
Sustainability Goals

Next Step Action Plan



# Implementation Action Plan

- Adopt the Transportation Master Plan (TMP)
- Coordinate on TMP Implementation
  - Present TMP to Regional Partners and Agencies
  - Develop Schedule & Prepare for “Call for Projects”
- Prepare a Staffing Plan for Delivery of TMP
- Develop a Robust and Achievable Resurfacing Program
- Advance Program Management, Special Engineering & Planning Studies
- Develop an Operational Plan (Routine Maintenance, Traffic Signal Maintenance/Operations, Landscaping)
- Create a TMP Dashboard to Ensure Accountability & Monitor Success



Mobility



Land Use



Livability



Economic Development



Sustainability Goals

Next Step Action Plan





— CITY OF STONECREST —

# TRANSPORTATION MASTER PLAN

An illustration at the bottom of the title section showing various transportation and urban elements. From left to right: a modern building with horizontal lines, a bus with 'MARTA' written on its side, a car, a stylized mountain range, a family of three (two adults and a child) walking, a person on a bicycle, and a cluster of trees. The entire illustration is set against a red horizontal line.

Questions and Discussion

XI. OLD BUSINESS:

- b. Approve Stonecrest 2020 Paving Project –  
Phase 2

**PROFESSIONAL ENGINEERING AND DESIGN  
SERVICES AGREEMENT**

This Professional Engineering and Design Services Agreement (the “Agreement”) is made and entered by and between the **CITY OF STONECREST, GEORGIA** (the “City”), a municipal corporation duly organized by and existing under the laws of the State of Georgia, and **SOUTHEASTERN ENGINEERING, INCORPORATED** (“SEI”), a corporation existing under the laws of the State of Georgia. The City and SEI may be referred to herein individually as a “Party” or collectively as “Parties.”

**WITNESSETH:**

**WHEREAS**, the City intends to resurface public streets within its municipal limits (the “Project”) and desires to engage a qualified and experienced professional to provide certain engineering and design services concerning the Project;

**WHEREAS**, SEI has represented to the City that it is qualified and experienced to perform the professional engineering and design services described herein and has available the personnel and facilities necessary to accomplish said services within the time period(s) stated herein; and

**WHEREAS**, the City, in reliance upon said representations, desires to employ SEI to perform said engineering and design services on the terms and conditions set forth herein and, in turn, SEI desires to obtain such employment.

**NOW, THEREFORE**, in consideration of the mutual covenant, promises and obligations set forth below and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows:

**1. Description of Services:**

- (a) Scope of Services. SEI shall provide to the City the professional engineering and design services for the Project as described in the document entitled “Construction Engineering & Inspections 2020 Street Resurfacing Scope of Work” which is attached hereto as **Exhibit A**.
- (b) Change of Scope of Services. The Parties recognize that, during the course of the performance of the services identified in Paragraph 1(a), the scope of the Project may need to be reduced, expanded or otherwise modified. In such event, the City may, at any time during the term of the Agreement, make changes to the scope of the services identified in Paragraph 1(a). If any such change causes an increase or decrease in SEI’s cost of performing any part of its obligations under the Agreement, upon SEI’s request and the City’s written authorization, an equitable adjustment shall be made to the contract price and a written amendment to the Agreement shall be made reflecting such change and equitable adjustment. Any claim by SEI for an equitable adjustment shall be made in writing and delivered to the City prior to SEI’s performance with the additional or revised services. SEI shall not perform any such additional or revised services until it

receives from the City written authorization to the equitable adjustment. Nothing in this subparagraph shall excuse SEI from proceeding with the performance of its obligations under the Agreement in accordance with the original terms and conditions stated herein.

**2. Term, Commencement and Termination:**

- (a) Term of Agreement. The Agreement shall commence on the Effective Date and terminate automatically upon the latter of the following events: (1) the completion by SEI of all services identified in Paragraph 1; or (2) the issuance by the City of the final payment owed to SEI for all services identified in Paragraph 1. Notwithstanding this language or any other provision to the contrary in the Agreement, the term of the Agreement shall not exceed one (1) year from the Effective Date.
- (b) Commencement. SEI shall commence the performance of the services provided in Paragraph 1 within ten (10) calendar days after the Effective Date.
- (c) Termination for Default.
  - (1) The City may, subject to the provisions of subparagraph (3) below, by written notice of default to SEI, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if SEI fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if SEI 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.
  - (2) 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 SEI shall be liable to the City for any excess costs for the same; provided, that SEI shall continue the performance of this Agreement to the extent not terminated hereunder.
  - (3) Except with respect to defaults of subcontractors, SEI 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 SEI. 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 SEI. 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 SEI and the subcontractor, and without the fault or negligence of either of them, SEI 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 SEI to meet the required delivery schedule. For purposes of this subparagraph, the term "subcontractor" shall mean a subcontractor at any tier.
  - (4) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that SEI 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 had been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

- (5) The rights and remedies of the City provided in subparagraph (c) ("Termination for Default") shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
  - (d) **Termination for Convenience.** Notwithstanding Paragraph 2(a) or any other provision to the contrary herein, the City shall have the unilateral right to terminate the Agreement at any point during any term of the Agreement, solely at its discretion and without cause, by providing thirty (30) days written notice to SEI of its desire to terminate. If the Agreement is terminated (in whole or in part) by the City pursuant to this subparagraph, SEI shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by SEI for the actual labor reasonably used by SEI 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 SEI for: (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to SEI's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under this subparagraph exceed the rates and/or prices otherwise set forth in this Agreement.
3. **Compensation:** The City shall compensate SEI for all services provided under Paragraph 1 at the rates and/or prices set forth in Exhibit A. Invoices to the City shall not be submitted until the schedule of completion and completion of narrative reports are updated and submitted to the City. The City shall remit to SEI payment for the amount identified in an invoice on or before thirty (30) days after the date of the invoice.
  4. **Assignment and Subcontracting:** Notwithstanding any other provision to the contrary herein, SEI shall not assign the Agreement (or any portion thereof) nor shall SEI subcontract for completed or substantially completed services provided under Paragraph 1 without the prior express written consent of the City. No assignment or subcontract by SEI, including any assignment or subcontract to which the City consents, shall in any way relieve SEI from complete and punctual performance of its obligations under the Agreement.
  5. **The City's Assistance and Cooperation:** During SEI's performance of the services provided under Paragraph 1, the City may (but has no obligation to) provide assistance to, or cooperate with, SEI in any activity or activities that facilitate the proper performance and completion by SEI of the services provided under Paragraph 1. Such assistance and cooperation by the City 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 the Agreement; and (iii) permitting use of test materials or documentation not performed or produced under the Agreement. Such assistance or cooperation by the City shall not be construed, and SEI agrees that it will not claim that any such assistance or cooperation operates, to relieve SEI from complete, proper and punctual performance of all of SEI's obligations to the City arising under the Agreement.
  6. **Responsibility of SEI:** SEI acknowledges that the City is employing it to professionally render the services provided under Paragraph 1 only and that any payment(s) made to it by

the City under the Agreement are compensation solely for such services. SEI agrees to follow the applicable standard of professional care in performing the services provided under Paragraph 1. SEI agrees to perform the services provided under Paragraph 1 in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time such services are rendered. No review of SEI's professional work product provided pursuant to the Agreement, including (but not limited to) any plans and specifications, by any employee or agent of the City shall relieve SEI of any responsibility with respect to such professional work product.

7. **Work on the City's Designated Premises:** In the event that SEI, any employee or agent of SEI, or any subcontractor of SEI enters the City's designated premises for any reason in connection with this Agreement, SEI and such other parties shall observe all applicable security requirements and all applicable plant safety, plant protection, and traffic regulations. SEI shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of SEI, any employee or agent of SEI, or any subcontractor of SEI, save and except damage caused by the sole negligence of the City. SEI and any subcontractor retained or used by SEI in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover SEI's and such subcontractor's legal liability on account of accidents to their employees. SEI and any such subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. SEI and any such subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of SEI and any subcontractor on account of accidents arising out of the operations of SEI or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, SEI shall furnish to the City certificates from SEI's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.
8. **Risk Management Requirements:** SEI shall abide by the City's applicable Risk Management Requirements.
9. **Indemnification:**
  - (a) To the fullest extent permitted by law, SEI shall indemnify and hold harmless the City (including its elected officials, officers, directors, employees and agents) from and against all claims, costs, losses and damages (including, but not limited to, all fees and charges of engineers, consultants, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to SEI's performance of the services provided under Paragraph 1, provided that any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the work itself) but only to the extent caused by any negligent or intentional act or omission of SEI, any employee or agent of SEI, or any subcontractor of SEI.

- (b) In any and all claims against the City (including any and all claims against its elected officials, officers, directors, employees and agents) by any employee (or the survivor or personal representative of such employee) of SEI, any subcontractor of SEI or any individual or entity directly or indirectly employed by SEI or such subcontractor to perform any of the services provided under Paragraph 1, or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph (a) of Paragraph 9 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for SEI, any subcontractor of SEI or any individual or entity directly or indirectly employed by SEI or such subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.
- (c) Regardless of any other term of this Agreement, in no event shall either Party be responsible to the other Party for any incidental, consequential or other indirect damages.

**10. Relationship of the Parties:**

- (a) Independent Contractor. Nothing contained in the Agreement shall be deemed to create any relationship other than that of independent contractor between the City and SEI. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and SEI. It is expressly agreed that SEI is acting as an independent contractor of the City and not as an employee in performing the services provided under Paragraph 1 of the Agreement.
- (b) Employee Benefits. SEI 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 by the City to SEI under this Agreement. SEI shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the services provided under Paragraph 1.

**11. Conflicts of Interest:** SEI warrants and represents that:

- (a) Its performance of the services to be provided under Paragraph 1 will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- (b) It is not presently subject to any agreement with a competitor or with any other party that will prevent it from performing in full accord with this Agreement; and
- (c) It 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 SEI shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with its performance of the services to be provided under Paragraph 1.

**12. Waiver of Breach:** The waiver by either Party of a breach or violation of any provision of the Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

**13. User and Ownership of Documents:** Original documents (whether paper or electronic media), such as reports, plans, drawings, specifications, designs and survey notes developed

or prepared by SEI in connection with its performance of the services provided in Paragraph 1 belong to, and remain, the property of the City. SEI may retain copies of such documents for its records and for its professional endeavors.

14. **Attorney's Fees:** To the extent not otherwise addressed in Paragraph 9 or any other provision in the Agreement, SEI agrees to pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing any provision of the Agreement.
15. **Disputes:** Pending resolution of any dispute hereunder, SEI shall proceed diligently with the performance of work in accordance with the City's direction.
16. **Notices:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to SEI or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

**If to the City:**

City Manager  
Stonecrest City Hall  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038

**With copies to:**

Winston A. Denmark  
Fincher Denmark LLC  
8024 Fair Oaks Court  
Jonesboro, Georgia 30326

**If to SEI:**

Southeastern Engineering, Inc.  
2470 Sandy Plains Road  
Marietta, Georgia 30066

17. **Integration:** The Agreement (including any and all exhibits hereto) represents the entire understanding and agreement between the City and SEI as to those matters contained herein. No prior oral or written understanding between the Parties shall be of any force or effect with respect to those matters contained herein. The Agreement may not be modified or altered except in a writing signed by both Parties.
18. **Captions:** All captions, headings, paragraph numbers and subparagraph numbers are solely for the purpose of facilitating references to the Agreement and shall not supplement, limit or otherwise vary the text of the Agreement in any respect.
19. **References:** All references in the Agreement to Paragraphs shall be deemed to refer to the appropriate Paragraph of the Agreement. Use of pronouns or adjectives of one gender shall include the other gender, use of the singular shall include the plural and use of the plural shall



include the singular, all as the context of the Agreement requires. Unless otherwise specified in the Agreement, the terms “herein,” “hereof,” “hereunder” and other terms of similar import, shall be deemed to refer to the Agreement as a whole, and not to any particular Paragraph hereof.

20. **Severability:** If any provision of the 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.
21. **Interpretation:** The Parties acknowledge that each of them (including legal counsel, to the extent each may have employed such counsel in the preparation of the Agreement) have participated fully in the review and the revision of the Agreement prior to its execution. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting any word, phrase, sentence, paragraph, subparagraph, or article in the Agreement. The language in the Agreement shall be interpreted as to its fair meaning and not strictly for or against any party hereto.
22. **Exhibits:** The exhibits referred to in and attached to the Agreement are incorporated herein in full by reference.
23. **No Third-Party Beneficiaries:** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
24. **Participation in Federal Work Authorization Program:** SEI shall participate in the federal work authorization program throughout all applicable time periods of the Agreement, as provided in O.C.G.A. § 13-10-91. Before or at the time of its execution of the Agreement, SEI shall complete and sign (including the signature of a notary public) the form attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout all applicable time periods of the Agreement; and it will contract for the physical performance of services in satisfaction of the Agreement only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor’s federal work authorization program user identification number and the date of authorization shall be included in the affidavit.
25. **Governing Law and Consent to Jurisdiction:** The Agreement is made and entered into in the State of Georgia and the Agreement and the rights and obligations of the Parties 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 dispute arising from this Agreement shall be in the Superior Court of DeKalb County, Georgia.
26. **Execution in Counterparts:** The Agreement may be executed in multiple counterpart copies. Each such counterpart copy shall be deemed an original for all purposes, and all of such counterpart copies shall together constitute one and the same agreement. This Agreement, however, shall not be binding until and unless each of the Parties has executed a

counterpart and delivered a copy of it to the other. The delivery of the executed copy of the Agreement by e-mail or other means of electronic communication will be deemed to be as effective as delivery of an original signature page.

27. **Effective Date:** The Effective Date of the Agreement shall be the date upon which the last Party signs the Agreement as such date is indicated in the signature of the representative of each Party signing the Agreement.

[SIGNATURES CONTAINED ON THE FOLLOWING  
PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement on the date(s) and year written below.

**SOUTHEASTERN  
ENGINEERING,  
INCORPORATED**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF STONECREST, GEORGIA**

By: \_\_\_\_\_

Name: Jason Lary, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Megan Reid, City Clerk

Date: \_\_\_\_\_

# Attachment A

## SCOPE OF WORK

CONSULTANT shall be pre-qualified by the Georgia Department of Transportation in Area 8.01 Construction Supervision. The services to be performed by the CONSULTANT pursuant to this project include, but are not limited, to the following:

**Provide Construction Engineering & Inspection services to include the following:**

- Assure proper coordination of all stakeholders including utility companies.
- Maintain organized, accurate and complete records of all events and activities associated with the project. These will include but not be limited to project diaries, Materials Certification Logs, batch tickets, and any quantity computation documentation. The consultant is expected to measure pay item quantities to verify contractor pay requests. All documents will be kept current and available for inspection and audit by the City for the duration of the project.
- Field mark all patching areas in advance of the contractor activities. Coordination is required with the City to ensure that the allowable patching quantity is not exceeded.
- Provide interpretations of the specifications and special provisions.
- Measure and track contractor performance and ensure that work is completed within the City budget constraints.
- Provide qualified staff for weekend work, if necessary, to oversee potential weekend paving operations.
- Oversee nighttime paving operation, ensuring that adequate lighting and traffic control measures are met per MUTCD standards.
- Make minor adjustments to the construction specifications and/or corresponding documentation to better fit field conditions.
- Act as the representative of the City, while in the field and to make recommendations to the City to resolve issues and disputes which may arise in relation to the construction contract.
- Maintain an appropriate number of qualified staff on sites during contractor operations.
- Review and recommend approval of all contractor invoices and forward invoices to the City for payment. A cost summary sheet shall be included with all invoices. The cost summary sheet shall show all quantities incorporated into the project for that reporting period. These quantities shall be reviewed, verified and checked by the consultant. The summary sheet will have individual line items for each pay item in the construction package. Verified cost summary sheets shall be submitted to the City by the consultant by the 10<sup>th</sup> of each month.

- Forward complete project file and records to the City at project close-out.
- Conduct meetings, as appropriate, between parties associated with this contract and provide minutes from these meetings to the City and the project file.
- Conduct a pre-construction meeting. Discuss scope of the project, the project schedule (including liquidated damages), testing requirements, reporting requirements, erosion control, traffic control, bulletin board requirements, FHWA 1273 requirements, and expected quality of the contractor's work.
- Maintain a current certified log of all materials and their supplier entering and being incorporated into the project.
- Assure that materials sampling and testing is performed as outlined in the GDOT Sampling & Testing Manual. Material testing shall be performed in a GDOT approved Material Testing Laboratory.
- Verify that all materials are from GDOT approved suppliers, and/or that appropriate materials testing is performed and approved. Maintain as part of the project documents current and accurate records of all sampling and materials testing results and material invoices. All materials testing documentation and material invoices shall be in a format which meets GDOT requirements.
- The CONSULTANT will contact the city with ANY item, which significantly changes the character of the original scope of work. The consultant will NOT authorize any additional work without approval of the City.
- Review and assess any claim submitted by the contractor. The City expects that most potential claim situations can be addressed in the field without being "elevated" any further. When the consultant is unable to reach an agreement with the contractor the consultant shall forward the claim to the City with recommendations regarding the disposition of the claim and include back-up information in support of the recommendations.
- Periodically review and verify that the contractor is meeting all NPDES guidelines, if applicable.
- Review and document compliance with all permits issued as part of this project.
- Provide digital photographs on compact disc(s) of the project sites prior to, during and after construction operations.
- Organize, attend and provide minutes of progress meetings with the prime contractor and any subcontractor whose work is on the current critical path.
- The CONSULTANT shall notify utilities to begin required relocations when construction bids are approved by the City Council. This notification shall indicate the approved contractor's name, date of the pre-construction meeting and estimated construction start date.

- Coordinate and attend utility relocation meetings with the contractor and utility companies whose facilities are within the project limits and are in conflict with construction. The consultant will be responsible for facilitating the transfer of information between utility companies and the contractor to prevent delays with utility relocation.
- Review and verify that the traffic control procedures implemented by the contractor conform to the City plans and specifications, GDOT specifications and MUTCD requirements. For projects involving detours, the consultant shall verify that proper signing is being maintained.
- Inform & coordinate with all affected businesses and homeowners prior to working at the affected property.
- Provide direction to the contractor as needed and inspect all work, including but not limited to, traffic control, grading, retaining wall construction, resurfacing of roadway, trail construction, drainage improvements, driveway construction, erosion control, and grassing.
- Inspect all work on the project to verify that materials and workmanship meet or exceed GDOT specifications, standards and details, and the plans, details and contract documents including scope of work and approved budgets.
- Provide monthly progress reports to the City.

#### **CONSULTANT Deliverables to CITY**

- All electronic documents, project files, material invoices, tickets, inspection reports, photographs, and permits associated with this project.

**Design Specifications and Guidelines:** The engineering and design services will be performed in a lump sum approach as follows:

**Total Lump Sum Fee**

**\$ 37,500**

**General Scope of Service:** The WORK under this project is to be commenced upon receipt of "Notice to Proceed" (NTP), anticipated on March 24, 2020. The WORK will be completed by September 25, 2020.

The CONSULTANT shall prepare a schedule showing milestone completion dates based on completing the WORK within the required timeframe (hereinafter referred to as the "Schedule for Completion"), excluding City review time. The Schedule for Completion will be revised to reflect the actual NTP date and will be updated as required throughout the project duration.

Every 30 days commencing with the execution of the project, the CONSULTANT shall submit a report which shall include, but not be limited to, a narrative describing actual work accomplished during the reporting period, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence (hereinafter referred to as "Narrative Report"). No invoice for payment shall be submitted and no payment whatsoever will be made to the CONSULTANT until the Schedule for Completion, and the completion of Narrative Reports are

updated and submitted to the City. In no event shall payment be made more often than once every 30 days.

The CONSULTANT shall coordinate and attend periodic meetings with the CITY regarding the status of the TASK ORDER. The CONSULTANT shall submit transmittals of all correspondence, telephone conversations, and minutes of project meetings.

The CONSULTANT shall accomplish all of the pre-construction activities for the TASK ORDER as part of the WORK. The pre-construction activities shall be accomplished in accordance with the all local codes and ordinances (where applicable), the applicable guidelines of the American Association of State Highway and Transportation Officials, current edition, hereinafter referred to as "AASHTO", the GDOT's Standard Specifications Construction of Roads and Bridges, current edition, TASK ORDER schedules, and applicable guidelines of the Georgia Department of Transportation.

The CONSULTANT agrees that all reports, plans, drawings studies, specifications, estimates, maps, computations, computer diskettes and printouts and any other data prepared under the terms of this TASK ORDER shall become the property of the City. This data shall be organized, indexed, bound and delivered to the City no later than the advertisement of the PROJECT for letting. The City shall have the right to use this material without restriction or limitation and without compensation to the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of interpreting all designs, drawings, specifications, and other services furnished by or on behalf of the City pursuant to this TASK ORDER. The CONSULTANT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this TASK ORDER. All revisions shall be coordinated with the GDOT and CITY prior to issuance. The CONSULTANT shall also be responsible for any claim, damage, loss or expense resulting from the incorrect interpretation of provided designs, drawings, and specifications pursuant to this TASK ORDER.

For each "Phase" enumerated in "Design Specifications and Guidelines," the fees shall be paid for such phase as provided however, CONSULTANT agrees that fees are earned pursuant to the WORK performed, which in no event shall exceed the amount set forth in the attached Fee Schedule and which hourly rate shall in no event exceed that provided in the Contract Agreement. Accordingly, invoices shall be submitted pursuant to completion of the Work performed based upon percentage completion of the relevant Phase.



## **CONTRACT AGREEMENT 2020 STREET RESURFACING**

This Agreement made and entered into by and between **The City of Stonecrest, Georgia**, (“City”) having its principal place of business at 3120 Stonecrest Boulevard, Stonecrest, Georgia 30038 and **ER Snell Contracting Company, Inc.** ("Contractor"), located at 1785 Oak Road, Snellville, GA 30078, (collectively the “Parties”) and is effective on the date this Agreement is fully executed by the Parties.

WHEREAS, the City of Stonecrest and Contractor have a current contract for the 2020 Street Resurfacing (ITB #2020-001) dated March 3, 2020; and

WHEREAS, the Contractor has completed all streets in said contract with the exception of a portion of Panola Road, Chupp Road, and the Regency Woods Subdivision; and

WHEREAS, the City of Stonecrest desires to resurface an additional six (6) streets; and

WHEREAS, the Contractor agrees to maintain the Disadvantaged Business Enterprise minimum of five percent (5%) as agreed to in ITB #2020-001;

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1. **SERVICES:** Contractor agrees to render services (“Services”) to the City and to furnish all specified materials or approved equivalent, equipment, and labor to complete the required renderings and assessments as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City Manager or his representatives or as set forth in **Exhibit A, SCOPE of SERVICES**, Contractor agrees to perform the services as directed by the appropriate department head or his designee in the manner and to the extent required by the parties herein, as may be amended in writing herein by mutual agreement of the parties.



2. **COMPENSATION:**

- (a) **Fee** – In consideration of services, City agrees to pay Contractor an amount not to exceed costs detailed in **Exhibit B**, attached hereto and incorporated herein. The full cost of said services shall not exceed for all the services detailed.
- (b) **Manner of Payment** – The City agrees to pay said invoices within thirty (30) days of receiving the same. As the City is a local government entity and thus exempt from sales taxation, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for any services provided in this Agreement.

3. **TERM:** The performance period of this agreement shall be completion of the full scope of work. Contract performance will start on the Effective Date.

4. **TERMINATION FOR CAUSE AND CONVENIENCE:** Either party shall have the right to terminate this Agreement. If the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. “Default” shall mean:

- (a) If the City fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement.
- (b) If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement.
- (c) If either the City or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at time such warranty or representation was made and is materially harmful to other party.
- (d) This Agreement may be terminated by City for convenience by providing Contractor written notice thirty (30) days prior to effective termination date.

(i) If this Agreement is terminated by City for convenience, Contractor shall be exclusively limited to receiving compensation for the pro-rata work performed and appropriately documented to and including the effective date of termination identified in the written notice, but in no event shall Contractor receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by the City for the services provided prior to the termination date shall be refunded by the Contractor within ten (10) days of the date of termination, with the exception of any costs incurred by the Contractor in removal of equipment and shutting down the project, which costs shall be borne by the City in the event of termination for convenience.

5. **TERMINATION OF SERVICES AND RETURN OF PROPERTY:** Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate Services hereunder and shall deliver promptly to the City all property relating to the Services that is owned by the City.

6. **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.
7. **CONFIDENTIALITY:** Both parties will not for any purpose inconsistent with this Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information shared in connection with the services. "Confidential Information" of Parties means any nonpublic, proprietary information or technology used in each party's respective business, and any materials evidencing the same, including, without limitation, certain business and financial information, concepts, flow charts and trade secrets concerning their respective business, operations and assets. "Confidential Information" also includes any information the disclosure of which is limited by state or federal law including, but not limited to, the Georgia Open Records Act. Unless approved in advance in writing or is required to be disclosed by a government agency, by court order, by subpoena or by law, neither Contractor nor the City, nor any of their respective employees, will disclose, transfer, distribute or allow access to any Confidential Information of the other party to third parties (other than representatives of either party, and only after such third parties have been approved in writing by the party whose Confidential Information will be disclosed, and have acknowledged in writing the binding effect of these restrictions). Each party to this Agreement will notify in writing the other party to this agreement of any request, requirement, subpoena or court order to disclose Confidential Information of the other party. The party that regards such information as Confidential Information shall be responsible for seeking a protective order or such other appropriate remedy at law or equity as will protect such information.
8. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS:** Contractor warrants and represents it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate to the highest standards of the profession, and as to perform as necessary to undertake the services under this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace
9. **INDEMNIFICATION:** The Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City or City and its governing officials, agents, employees, and attorneys (collectively, the "City Indemnitees") from and against all third-party liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any City Indemnitee as a result or arising out of (i) the willful misconduct or negligence of Contractor in performing the Services or (ii) a material breach by Contractor of its covenants.

11. **THIRD PARTY BENEFICIARIES:** This Agreement was drafted for the benefit of the Parties to this Agreement only. No other parties other than Contractor and City have any legal rights under this Agreement, and no other parties other than Contractor and City may rely on the provisions of 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, Host Compliance 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, attached hereto and incorporated herein
13. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit B** and hereby incorporated into 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. **FORCE MAJEURE:** The Contractor will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by “Force Majeure.” As used in this Agreement, the term “Force Majeure” means war, mobilization, revolution, civil commotion, riot, act of terrorism, strike or lock-out, flood, hurricane, similar storm or other action of the elements, act of GOD or the public enemy, failure of subcontractors or vendors to complete work as promised (provided that such failure was due to an event or circumstance that would have been a Force Majeure if it had been experienced directly by Host Compliance), and any other cause which is beyond the reasonable control of Host Compliance.
16. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.

**If to the City:**

City of Stonecrest  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038

Fincher Denmark LLC  
Attn: Winston Denmark, Esq  
100 Hartsfield Center Parkway, Suite 400  
Atlanta, Georgia 30354  
Email: [wdenmark@fincherdenmark.com](mailto:wdenmark@fincherdenmark.com)

**If to the Contractor:**

ER Snell Inc.  
1785 Oak Road  
Snellville, Georgia 30078

17. **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.
18. **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; and
  - (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.

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 Fulton County, Georgia.
20. **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.
21. **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.
22. **INTERPRETATION:** It is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.
23. **AMENDMENTS:** Modification or changes in this Agreement must be in writing and signed by the parties to this Agreement.
24. **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.
25. **ENTIRE AGREEMENT:** This Agreement which includes the exhibits 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. This Agreement incorporates all exhibits including the Contractor's Statement of Work and is attached in Exhibit A. In case of conflict between any term of the Contractor's Statement of Work and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
26. **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.
27. **CRIMINAL HISTORY AND BACKGROUND:** Contractor shall ensure prior to onset of this Agreement, that criminal history and background checks are performed on all employees assigned to perform services under the Agreement. The Contractor shall ensure that all persons hired after the Agreement has begun shall undergo a criminal history and background check. This shall be done prior to the employee starting work. The Contractor shall provide to the Procurement department, the names of all personnel assigned to perform services for the City of Stonecrest, prior to the start of work.

IN WITNESS WHEREOF this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, said parties  
have hereunto set their seals the day and year above first written.

**CITY OF STONECREST, GEORGIA,**

BY: \_\_\_\_\_

TITLE:

[Seal]

ATTEST (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR, ER SNELL, INC.**

BY (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

ATTEST (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to form

---

City Attorney

**Exhibit A**  
**Scope of Services**

1. Six (6) streets will be added to the resurfacing list. These streets are listed in Appendix A.
2. Quantities are estimated in Appendix B. Actual quantities may vary.
3. The resurfacing work shall be completed no later than November 20, 2019 or the liquidated damages clause shall apply.

	Street Name	From	To
1	<b>Dekalb Medical Pkwy</b>	Hillandale Drive	Covington Highway
2	<b>Rock Chapel Road</b>	Braswell Street	State Route # 124
3	<b>Minola Road</b>	Miller Road	Panola Road
4	<b>Klondike Road</b>	Hayden Quarry Road	Mall Parkway
5	<b>Mall Parkway</b>	Klondike Road	Turner Hill Road
6	<b>Panola Road</b>	Snapfinger Woods Dr	Panola Way Lane



## Exhibit B Fees

### Additional 2020 Street Resurfacing

ITEM #	Item Description	UNIT	Estimated Qty	Bid Cost	Total Cost
1	Mill Asphalt Conc. Pavement, 3" Depth	SY	33,468	\$2.40	\$ 80,323.20
2	Mill Asphalt Conc. Pavement, 1.5" Depth	SY	133,679	\$2.75	\$ 367,617.25
3	Recycled Aph Conc 19 MM Superpave, GP 2 Only, Incl Bitum Matl & H Lime	TN	2,761	\$67.75	\$ 187,057.75
4	Recycled Aph Conc 9.5 MM Superpave, GP 2 Only, Incl Bitum Matl & H Lime	TN	-	\$72.75	\$ -
5	Recycled Aph Conc 12.5 MM Superpave, GP 2 Only, Incl Bitum Matl & H Lime	TN	12,949	\$75.25	\$ 974,412.25
6	Recycled Asphalt Conc. Leveling, Incl. Bitum. Material, H Lime & Tack	TN	200	\$83.00	\$ 16,600.00
7	Recycled Asphalt Conc. Patching, Incl. Bitum. Material, H Lime & Tack	TN	1,775	\$119.00	\$ 211,225.00
8	6' x 40' Traffic Signal Loop	EA	33	\$1,330.00	\$ 43,890.00
9	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5" YELLOW	LF	62,958	\$0.85	\$ 53,514.30
10	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5" WHITE	LF	101,862	\$0.85	\$ 86,582.70
11	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5" WHITE	LF	3,320	\$1.70	\$ 5,644.00
12	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8" WHITE	LF	8,051	\$4.00	\$ 32,204.00
13	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8" YELLOW	LF	313	\$4.00	\$ 1,252.00
14	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24" WHITE	LF	718	\$10.25	\$ 7,359.50
15	THERMOPLASTIC PVMT.MARKING, ARROW, TP 2	EA	130	\$161.00	\$ 20,930.00
16	RAISED PAVEMENT MARKERS, TP 1 & 3	EA	1,733	\$8.05	\$ 13,950.65
17	THERMOPLASTIC "ONLY"	EA		\$339.00	\$ -
18	THERMOPLASTIC " SCHOOL "	EA		\$804.00	\$ -
<b>TOTAL</b>					<b>\$ 2,102,562.60</b>

	Street Name	From	To	PCI Score	LF	WIDTH	Area SY	Estimated 3" Milling, SY	Estimated 1.5" SY Mill	Leveling Ton	Estimated Patching Ton	Estimated 19 MM, TN	Estimated 12.5 mm, TN	6"x50' Loop	5" Yellow	5" White	5" Skip	8" White	8" Yellow	24" White	TP2 Arrow	RPMs	
1	DEKALB MEDICAL PKWY	HILLDALE DR	COVINGTON HWY	35.4	5090.6	5091	22627		22627		300		1867	3	10182	12930	330	1340	1985	124	35	320	
2	ROCK CHAPEL RD	BRASWELL ST	STATE RTE 124	37.9	4198.8	4760	13222		13222		40	1091		2	8520	8520					3	240	
3	MINOLA DR	MILLER RD	PANOLA RD	39.1	3826	3826	14029		14029		370	1157		3	7652	7652					24	4	190
4	KLONDIKE RD	HAYDEN QUARRY RD	MALL PKWY	41.4	1852	2152	6217		6217		425	513		2	4304	2534		240			24	8	108
5	MALL PKWY	KLONDIKE RD	TURNER HILL RD	42.3	6746.6	7550	52011		52011		240	0		3	15100	20714	440	1140	988	226	40	470	
6	PANOLA ROAD	SPANFINGER WOODS	PANOLA WAY LANE	43.3	8100	varies	59041		59041	200	400	0		20	16200	48612	2550	5331	240	320	40	405	
	TOTAL						167147	33468	133679	200	1775	2761	12949	33	62998	101862	3320	8051	3213	718	130	1733	



**PARTNERS**

WINSTON A. DENMARK  
STEVEN M. FINCHER  
EMILIA C. WALKER

**ASSOCIATES**

VALORRI C. JONES  
LEONID M. FELGIN  
MAX M. CHANG  
DANIELLE M. MATRICARDI  
MICHAEL J. HUENING  
ALIYAH J. BAAITH  
ZALAK N. RAVAL

WRITER'S LINE:  
[mchang@fincherdenmark.com](mailto:mchang@fincherdenmark.com)

**CONFIDENTIAL**  
**ATTORNEY-CLIENT PRIVILEGED INFORMATION**  
**ATTORNEY WORK PRODUCT**

**MEMORANDUM**

**TO:** Mayor and City Council, City of Stonecrest  
**FROM:** Fincher Denmark, LLC  
**BY:** Winston Denmark  
**DATE:** August 21, 2020  
**SUBJECT:** Single Source Procurement for ER Snell, Inc, and Southeastern Engineering, Inc.  
for Street Repaving.

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This memo is to provide details about single source procurement and the justification for the use of single source procurement for the street repaving contracts for ER Snell, Inc. and Southeastern Engineering, Inc.

Earlier this year the City awarded contracts to ER Snell, Inc. for street repaving and Southeastern Engineering, Inc. ("SEI") for construction and engineering services. Both parties are nearing the end of their contract as they are nearing completion of repaving 37 streets. The City would like to use their services again to repave 6 more additional streets. A way to procure their services under the Purchasing Policy is to use single source procurement.

The City of Stonecrest (“City”) initially approved the Purchasing Policy on September 18, 2017, and subsequently approved certain amendments to said Policy on January 3, 2018 and April 16, 2018. The Purchasing Policy provides requirements and recommendations for the procurement of Goods, Services, Professional Services, Real Estate, and Capital Assets. The Purchasing Policy, Article VIII, Section B (Single Source Procurement) may be the most effective way for the City to procure these services. The Section states:

The City may acquire Goods, Capital Assets, Services, Construction and Professional Services pursuant to a Single Source Procurement. A Single Source Procurement is a procurement made from one Person among others in a competitive market place which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling the given purchasing need. The User must provide the justification for the Single Source Procurement to the Purchasing Agent after approval by the City Manager or City Council. The Purchasing Agent may elect to purchase particular brand name Goods or Services when the Goods or Services comprise a major brand system, program or service previously selected by the City and due to operational effectiveness, future enhancements or additions, or maintenance or storage of spare parts precludes the mixing of brands, manufacture, etc.

*Purchasing Policy, Article VIII, Section B.*

The City could justify their use of single source procurement for these contracts a few ways. One way is that the contractor has already repaved 37 streets and has proven to be effective in their duties, and there will be no need to re-bid these services. Also, the contractor is ready and willing to repave the additional streets at the same rate and has already been used by the City effectively. Also, if this was a competitive bid process, the contractor would not have time to repave the additional streets due to the short nature of the street repaving season. The contractor already has the equipment and resources available in the City to finish the additional streets within the short repaving season.

These are all justifications to be considered when approving the use of single source procurement for these contracts. The Purchasing Policy does not provide for an appeal of the use of this procurement and does not provide a basis for justifications that would enable a challenge to say if one justification is better than another justification. The language in the Purchasing Policy only states that “justification” must be provided and gives examples of what could be considered justifications for this type of procurement.

The City has a basis to use this type of procurement and would not violate the Purchasing Policy by going through single source procurement for the street repaving contracts.

XI. OLD BUSINESS:

- c. Approve Stonecrest Housing Authority IGA

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF ADMINISTRATIVE SERVICES  
BETWEEN  
THE STONECREST HOUSING AUTHORITY and  
THE CITY OF STONECREST, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Stonecrest, Georgia ("City"), a municipal corporation, and the Stonecrest Housing Authority ("Housing Authority").

**WHEREAS**, the City of Stonecrest is a municipality created by the 2016 Georgia General Assembly pursuant to Senate Bill 208 (hereinafter referred to as "SB 208"); and

**WHEREAS**, the City of Stonecrest elected to create the Housing Authority in order to serve the citizens of the City of Stonecrest; and

**WHEREAS**, the City and the Housing Authority desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens; and

**WHEREAS**, the Housing Authority desires to contract with the City to conduct all the administrative services for the Housing Authority and to provide a location for its public meetings pursuant to the applicable laws of the State of Georgia.

**NOW THEREFORE**, in consideration of the following mutual obligations, the City and Housing Authority agree as follows:

**ARTICLE 1  
TERM OF AGREEMENT**

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of the City, will renew on an annual basis, and will terminate as set forth herein.

**ARTICLE 2  
DUTIES AND RESPONSIBILITIES**

Pursuant to this Agreement, the City shall provide the personnel, materials, supplies, equipment and facilities to perform the enumerated services (the "Services"):

2.1 The City shall be responsible for maintaining and storing the Public Records of the Housing Authority. "Public Records" shall have the same meaning as defined in O.C.G.A. § 50-18-70(b)(2). The City shall be responsible for retaining the Public Records in accordance with the applicable retention schedules under state law. The City shall provide all software, products, and other administrative services required to maintain and store the Public Records of the Housing Authority.

2.2 The City shall process all open records requests pursuant to O.C.G.A. § 50-18-70 *et seq.* The City Clerk shall serve as the designated records custodian for open record requests for Public Records of the Housing Authority. The City shall be authorized to charge and retain fees authorized by O.C.G.A. § 50-18-71.

2.3 The City shall provide space within City Hall or other City property for the Housing Authority to conduct Public Meetings, as that term is defined under O.C.G.A. § 50-14-1. The City and Housing Authority will confer prior to scheduling meetings for the Housing Authority to ensure sufficient space is available. The City shall post notices of the Public Meeting, in accordance with O.C.G.A. § 50-14-1, at the meeting location, and on the website calendar of the City. The City Clerk or her designee shall attend the meetings and record the proceedings thereof.

2.4 The City shall be responsible for preparing for the review by the Housing Authority Attorney and for its execution and filing by the Housing Authority any financial reporting documents for the Housing Authority, including any reports required to be filed with the Georgia Department of Community Affairs pursuant to O.C.G.A. § 36-81-8(b)(2).

2.5 The City shall name the Housing Authority as an additional insured under its general liability policies.

### **ARTICLE 3 COMPENSATION AND CONSIDERATION**

In consideration for the City performing the Services, the Housing Authority shall pay the City on each December 31 during the Term the greater of One Thousand and no/100 Dollars (\$1,000) or ten percent (10%) of the issuer fees collected by the Housing Authority during the calendar year then ended.

### **ARTICLE 4 LEGAL RESPONSIBILITIES**

4.1 The Housing Authority shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to its actions, except claims or litigation regarding the City's responsibilities and its provision of Services under Article 2 and claims or litigation regarding the acts of agents or employees of the City in connection with this Agreement. The City agrees to reimburse the Housing Authority for all costs, including, but not limited to, court costs and attorney fees for the Housing Authority's attorney or outside counsel, incurred by the Housing Authority as a result of any such claim or litigation, except claims or litigation regarding the acts of agents or employees of the Housing Authority.

4.2 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

**ARTICLE 5  
EMPLOYMENT STATUS**

All City personnel assigned under this Agreement are and will continue to be employees of the City for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

**ARTICLE 6  
TERMINATION AND REMEDIES**

This Agreement shall be for a period of five (5) years from the date hereof. Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least one hundred twenty (120) days prior to the effective date of the termination. All fees payable for any year having less than 12 months during the Term shall be prorated.

**ARTICLE 7  
NOTICES**

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City or the Housing Authority via certified first-class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the City:  
City of Stonecrest, Georgia  
3120 Stonecrest Blvd.  
Stonecrest, GA 30038  
Attention: Mayor

with copy to:

Fincher Denmark LLC  
100 Hartsfield Centre Parkway, Suite 400  
Atlanta, GA 30354  
Attention: Winston Denmark

If to the Housing Authority:  
Chairman, Stonecrest Housing Authority  
c/o City Clerk  
3120 Stonecrest Blvd.  
Stonecrest, GA 30038

With a copy to:

Coleman Talley LLP  
3475 Lenox Road N.E., Suite 400  
Atlanta, Georgia 30326  
Attention: Housing Authority Attorney

**ARTICLE 8  
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 9  
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the Housing Authority. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 10  
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 11  
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.



**ARTICLE 12  
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the City and Housing Authority have executed this Agreement through their duly authorized officers on the day and year first above written.

**CITY OF STONECREST HOUSING AUTHORITY, GEORGIA**

By: \_\_\_\_\_  
Name: William Bruckner  
Its: Chairman

**CITY OF STONECREST, GEORGIA**

\_\_\_\_\_ (SEAL)  
**JASON LARY, SR.**  
Mayor

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

XI. OLD BUSINESS:

- d. Approve DeKalb County Health Department IGA for COVID-19 Testing

## COMMERCIAL LEASE AGREEMENT

This Lease Agreement (this "Lease") is dated as of August \_\_\_\_\_, 2020, by and between the City of Stonecrest, Georgia ("Landlord"), and DeKalb County Board of Health (DCBOH) ("Tenant"). The parties agree as follows:

### PREMISES

Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant full access to the front parking lot of the Property as shown in Exhibit "A" attached hereto and incorporated by reference herein. Access to the Building is limited daily for storing of supplies at the end of the day. Access to the Building may be granted for times during inclement weather conditions where a designated City of Stonecrest employee will open Building for access. Access shall be granted from the entrance on Stonecrest Parkway (the "Premises") located at 2994 Turner Hill Rd. Stonecrest, Georgia 30038 and other designated entrances for traffic flow.

### TERM

The lease term will begin on \_\_\_\_\_, 2020, and will terminate on December 11, 2020.

### LEASE PAYMENTS

Tenant shall pay to Landlord monthly installments of \$1.00, payable in advance on the first day of the month. Lease payments shall be made to the Landlord at 3120 Stonecrest Blvd, Stonecrest, Georgia, 30038. The payment address may be changed from time to time by the Landlord.

### POSSESSION

Tenants shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties, in writing. At the expiration term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear is accepted.

### USE OF PREMISES

Tenant may use the Premises only as a COVID-19 testing site. DCBOH shall setup, at its sole cost and expense, all testing tents, provide for all security with DeKalb County Police, all required traffic control into and out of the Property as a COVID-19

testing site. DCBOH shall promptly remove all tents, debris, and equipment from the Property upon the termination of the Lease Agreement. DCBOH shall provide its own power. Landlord shall provide on-site restrooms to works at the property. The Premises may be used for any other purpose only with the prior written consent of the Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises no later than the first day of the extended absence.

## **PARKING**

Tenant shall be entitled to use the majority of parking spaces for the parking of the Tenant's customers/guests as it related to the COVID-19 Drive-Through Testing Site. The Landlord thereby reserves a small portion of the parking lot to be used for a few city events allowing for 1 ½ lanes at the far right of the entrance.

## **LIABILITY INSURANCE AND INDEMNIFICATION**

Tenant shall maintain liability insurance in a total aggregate sum of at least \$1,000,000. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in full force issued by companies reasonably satisfactory to Landlord. Landlord shall receive written notice from insurer prior to termination of such insurance policies. Tenant shall, to the extent allowed by Law, indemnify and hold Landlord, its agents, officers and employees, harmless for any claims related to the activities of Tenant on the Property, including, but not limited to, any claims related to COVID-19 testing, infection or transmission.

## **MAINTENANCE**

Landlord's obligation for maintenance shall include all other items of maintenance not specifically delegated to the Tenant under this Lease.

Tenant's obligation for maintenance shall include the daily cleaning of the parking lot, driveways, and sidewalks.

## **TERMINATION UPON SALE OF PREMISES**

Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 15 days' written notice to Tenant that the Premises have been sold.

## **DEFAULTS**

Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term of the Tenant. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or other obligations within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any rights afforded by law.

## **CUMULATIVE RIGHTS**

The rights of the parties under this Lease are cumulative and shall not be constructed as exclusive unless otherwise required by law.

## **ACCESS BY LANDLORD TO PREMISES**

Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgages, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in case of an emergency, Landlord may enter the Premises without Tenant's consent. During this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual leasing signs and show the Premises to prospective clients or vendors.

## **DANGEROUS MATERIALS**

Tenant shall not keep or have on the Premises any article of thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

## **COMPLIANCE WITH REGULATIONS**

Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal, and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alternations to the exterior of the building or alterations of a structural nature to the property unless it is agreed by the Landlord. Changes to the design of drive through tents or signage or temporary structures to the parking lot are hereby authorized.

**ASSIGNABILITY/SUBLETTING**

Tenant may not assign or sublease any interest in the Premises, not effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord.

**NOTIFICATION**

All notices or other communications required or permitted to be given under this Lease 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 addresses:

If to DCBOH:                   Dianne McWethy  
(Tenant)                        Division Director, Administration  
                                      DeKalb County Board of Health  
                                      445 Winn Way, P.O. Box 987  
                                      Decatur, GA 30031

If to Landlord:                The City of Stonecrest, Georgia  
                                      Jason Lary, Mayor  
                                      3120 Stonecrest Boulevard  
                                      Stonecrest, Georgia 30038

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notice mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW**

This Lease shall be construed in accordance with the laws of the State of Georgia.

**ENTIRE AGREEMENT/AMENDMENT**

This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY**

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER**

The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver of that party's rights to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT**

The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

*SIGNATURES FOLLOW*



In agreement hereto, representatives of the agreeing Parties, The City of Stonecrest, Georgia and DeKalb County Board of Health, affix their signatures below:

**The City of Stonecrest**

**DeKalb County Board of Health**

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Jason Lary  
Mayor

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S. Elizabeth Ford, M.D., M.B.A.  
District Health Director

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Date

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Date

Attest:

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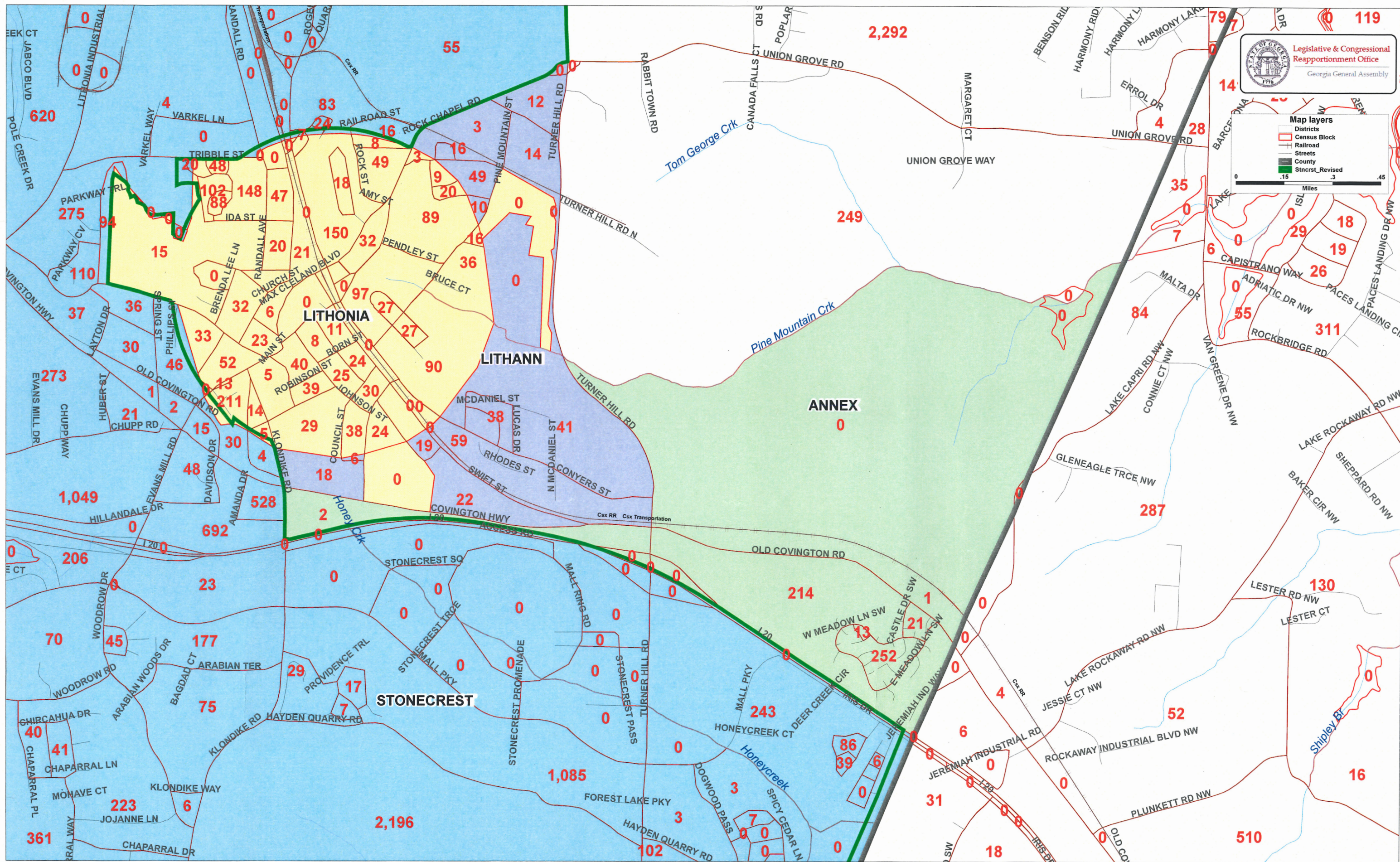
Dianne McWethy  
Division Director, Administration

## XI. OLD BUSINESS:

e. Stonecrest Annexation  
Plan



# Proposed Lithonia and Stonecrest Annexation



Legislative & Congressional Reapportionment Office  
Georgia General Assembly

Map layers  
Districts  
Census Block  
Railroad  
Streets  
County  
Stncrst\_ Revised



## XII. NEW BUSINESS:

### a. COVID-19 Relief Funding Plan

## City of Stonecrest COVID-19 CARES Act Plan

### COVID EXPENSES thru July 20, 2020

Overtime/Hazard Pay	\$	4,000
PPE (face masks, hand sanitizer, face shields, thermometers, etc.)	\$	3,000
Stonecrest Cares Program (development & marketing & PPE)	\$	20,000
City Hall Safety Enhancements (glass partition at receptionist area)	\$	4,000
Other	\$	3,000
<b>Subtotal</b>	<b>\$</b>	<b>34,000</b>

### COVID EXPENSES from June 20 thru December 31

Overtime/Hazard Pay	\$	20,000
PPE (face masks, hand sanitizer, face shields, etc.)	\$	40,000
 Stonecrest Cares Program	 \$	 1,000,000
 City Council Chambers/Court Enhancements	 \$	 20,000
 City Hall Safety Enhancements	 \$	 16,000
 Browns Mill Recreation Center Enhancements	 \$	 20,000



Includes PPE for council and staff

Program that was specifically designed to provide COVID-19 relief and assistance to the Stonecrest community (providing PPE, meals, and rent assistance for the community)

Includes: sanitizing, additional cleaning, sanitizing stations, protective barriers, IT updates, thermometers, etc.

Includes: sanitizing, additional cleaning, sanitizing stations, protective barriers, IT updates, etc.

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COVID-19 Stonecrest Small Business Support	\$	5,000,000
Other	\$	77,000
<b>Subtotal</b>	<b>\$</b>	<b>6,193,000</b>
<b>Total Expense</b>	<b>\$</b>	<b>6,227,000.00</b>
<b>Total Annual Projection</b>	<b>\$</b>	<b>6,227,015.91</b>

Includes: Program development & publicizing, rent supplement, payroll support, advertising, PPE supplies for businesses, etc.

Miscellaneous, administrative expenses

**Stonecrest COVID-19 CARES Act Small Business Support Program**

<b>Tiers</b>	<b>Amount</b>	<b>Explanation</b>	<b>Approx. Number of Businesses</b>	<b>Estimated Expenditure</b>
1 - SuperMax	\$250,000	Re-open/Sustain Signature Stonecrest Establishment and a Stonecrest Business License	* 1-2 businesses	\$500,000
2 - Max	\$100,000	Re-open/Sustain Very Important Stonecrest Establishment that Requires Market Presence and a Stonecrest Business License	* 2-3 businesses	\$300,000
3 - Platinum	\$50,000	Businesses that sustained extraordinary hardship and financial stress during pandemic and a Stonecrest Business License	* 2-3 businesses	\$100,000
4 - Gold	\$25,000	Businesses that sustained extraordinary hardship and financial stress during pandemic and a Stonecrest Business License	* 84 businesses	\$2,100,000
5 - Silver	\$10,000	Small retail establishments with 10 employees or less that require assistance due to COVID-19 and a Stonecrest Business License	* 100 small businesses	\$1,000,000
6 - Bronze	\$5,000	Small retail or commercial establishments with 5 employees or less that require assistance due to COVID-19 and a Stonecrest Business License	* 100 small retail businesses	\$500,000
7 - Partner	\$1,000	Home-based small business that needs financial assistance and a Stonecrest Business License	* 500 small businesses	\$500,000
				<b>\$5,000,000</b>

	City	2019 Pop	Per Cap	Distribution	Countywide Alloc	Distribution Amt
1	Avondale Estates	3129	\$ 174.49	\$ 545,979.21	\$ 163,793.76 <sup>30%</sup>	\$ 382,185.45
2	Brookhaven	55554	\$ 174.49	\$ 9,693,617.46	\$ 2,908,085.24	\$ 6,785,532.22
3	Chamblee	30307	\$ 174.49	\$ 5,288,268.43	\$ 1,586,480.53	\$ 3,701,787.90
4	Clarkston	12637	\$ 174.49	\$ 2,205,030.13	\$ 661,509.04	\$ 1,543,521.09
5	Decatur	25696	\$ 174.49	\$ 4,483,695.04	\$ 1,345,108.51	\$ 3,138,586.53
6	Doraville	10265	\$ 174.49	\$ 1,791,139.85	\$ 537,341.96	\$ 1,253,797.90
7	Dunwoody	49356	\$ 174.49	\$ 8,612,128.44	\$ 2,583,638.53	\$ 6,028,489.91
8	Lithonia	2331	\$ 174.49	\$ 406,736.19	\$ 122,020.86	\$ 284,715.33
9	Pine Lake	754	\$ 174.49	\$ 131,565.46	\$ 39,469.64	\$ 92,095.82
10	Stonecrest	54903	\$ 174.49	\$ 9,580,024.47	\$ 2,874,007.34	\$ 6,706,017.13
						<b>35% Distribution</b> <b>\$ 6,227,015.91</b>
11	Stone Mountain	6281	\$ 174.49	\$ 1,095,971.69	\$ 328,791.51	\$ 767,180.18
12	Tucker	36395	\$ 174.49	\$ 6,350,563.55	\$ 1,905,169.07	\$ 4,445,394.49
	Incorporated	287608		\$ 50,184,719.92	\$ 15,055,415.98	\$ 35,129,303.94
	Unincorporated	430713	\$ 174.49	\$ 75,155,111.37	\$ 22,546,533.41	\$ 52,608,577.96
	<b>County Total</b>					
	<b>CARES Act Funds</b>			<b>\$ 125,339,831.29</b>		
	<b>Countywide Base</b>				\$ 37,601,949.39	