



Michael L. Thurmond
Chief Executive Officer

DeKalb County Zoning Board of Appeals
Department of Planning & Sustainability
178 Sams Street,
Decatur, GA 30030

Wednesday, November 8, 2023

Planning Department Staff Analysis



Cedric Hudson
Interim Director

D2. Case No: A-23-1246638 Parcel ID(s): GDOT Right of way- Interstate 20 Bridge over Snapfinger Creek

Commission District 05 Super District 07

Applicant: East Interchange Builders, LLC
5240 Panola Industrial Blvd, Suite G
Decatur, GA 30035

Owner: Georgia Department of Transportation
600 W Peachtree St NW
Atlanta, GA 30308

Project Name: Georgia Department of Transportation's (GDOT) I-285 at I-20 East Interchange Reconstruction (PI No. 0013915)

Location: **GDOT Right of way- Interstate 20 Bridge over Snapfinger Creek**

Request: A variance is being requested for Sec. 14-442(c) – If an applicant proposes to revise the floodway boundaries, no permit authorizing the encroachment into or an alteration of the floodways shall be issued by the floodplain coordinator until an affirmative conditional letter of map revision is issued by FEMA and a no-rise certification is approved by the floodplain coordinator under Sec. 14-447.

Staff Determination: Land Development recommends denial

STAFF FINDINGS:

1. Per the attached document, GDOT and their consultants were made aware of the County ordinance sections to comply with, several years ago, when they met the County staff to discuss the project. And, they were informed that per the County ordinance any proposed changes to the floodway requires prior approval from FEMA through the CLOMR process. The team working on the HEC-RAS seemed to have failed to review the ordinance to assess compliance with the County codes and its implications on the project schedule. Therefore, the hardship related to the project schedule cannot be considered as undue or exceptional.
2. The following is a response from the County CRS coordinator regarding the variance request: DeKalb County participates in the FEMA Community Rating System (CRS) and thus, expected to implement various activities in line with the Program. To this end, the Activity 430 (Higher Regulatory Standards) require regulations to protect existing and future development and natural floodplain functions that exceed the minimum criteria of the National Flood Insurance Program.

One way DeKalb County insure this is enshrined in Sec. 14-442 and more particular, in sub-section (c) of the County codes requiring an “affirmative conditional letter of map revision” (CLOMR) be issued by FEMA for any proposed alteration/revision to floodway boundaries before any concurrence to the proposed development.

It is therefore important to inform that credits for the Activity 430 may become prorated if there are instances in which the Element is not fully implemented irrespective of the reason for such as contained in Activity 431.b(6) of the CRS Coordinator’s Manual. This would no doubt have adverse effect on our overall credit points which may in turn affect our classification and consequently impact flood insurance premiums for residents of the County.

Against this backdrop, any variance request as it relates to Article IV, Chapter 14, Section 442(c) must be considered with the understanding of the possible implication on our approved credits.

Activity 431.b(6) of the CRS Coordinator’s manual states “Credit for any element is prorated if the sampling done during verification finds instances in which the element is not fully implemented. It does not matter why it is not fully implemented. For example, if a review of Elevation Certificates finds that some new buildings did not have the required freeboard because of legally issued variances, the credit is prorated”

- 3- Per the information in item#2 above, the proposed project may not result in any adverse impact to the floodplain, but the approval of such variance will impact the County credit/score, and therefore could result in a higher flood insurance cost to County residents. As stated in the CRS Coordinator’s Manual: Under the Community Rating System (CRS), communities can be rewarded for doing more than simply regulating construction of new buildings to the minimum national standards. Under the CRS, the flood insurance premiums of a community’s residents and businesses are discounted to reflect that community’s work to reduce flood damage to existing buildings, manage development in areas not mapped by the NFIP, protect new buildings beyond the minimum NFIP protection level, preserve and/or restore natural functions of floodplains, help insurance agents obtain flood data, and help people obtain flood insurance



DeKalb County
GEORGIA

Development Services Center
178 Sams Street
Decatur, GA 30030
www.dekalbcountyga.gov/planning
404-371-2155 (o); 404-371-4556 (f)

Chief Executive Officer
Michael Thurmond

DEPARTMENT OF PLANNING & SUSTAINABILITY

Interim Director
Cedric Hudson

ZONING BOARD OF APPEALS APPLICATION FOR PUBLIC HEARING (VARIANCES, SPECIAL EXCEPTIONS, APPEALS OF ADMINISTRATIVE DECISIONS)

Applicant and/or
Authorized Representative: East Interchange Builders LLC
Mailing Address: 5240 Panola Industrial Blvd, Suite G
City/State/Zip Code: Decatur, GA 30035
Email: shausler@walshgroup.com
Telephone Home: _____ Business: 770-527-6998

OWNER OF RECORD OF SUBJECT PROPERTY

Owner: Georgia Department of Transportation
Address (Mailing): 600 W Peachtree St NW, Atlanta, GA 30308
Email: bquarles@dot.ga.gov Telephone Home: _____ Business: 404-632-1781

ADDRESS/LOCATION OF SUBJECT PROPERTY

Address: I-20 at Snapfinger Creek Bridge City: Decatur, Stonecrest State: GA Zip: 30335
District(s): 15 Land Lot(s): 128, 97 Block: N/A Parcel: N/A
Zoning Classification: GDOT ROW Commission District & Super District: 5, Super 7

CHECK TYPE OF HEARING REQUESTED:

- ☒ X VARIANCE (From Development Standards causing undue hardship upon owners of property.)
☐ SPECIAL EXCEPTIONS (To reduce or waive off-street parking or loading space requirements.)
☐ OFFICIAL APPEAL OF ADMINISTRATIVE DECISIONS.

PLEASE REVIEW THE FILING GUIDELINES ON PAGE 4. FAILURE TO FOLLOW GUIDELINES MAY RESULT IN SCHEDULING DELAYS.

Email plansustain@dekalbcountyga.gov with any questions.

DEPARTMENT OF PLANNING & SUSTAINABILITY

ZONING BOARD OF APPEALS APPLICATION


AUTHORIZATION OF THE PROPERTY OWNER

I hereby authorize the staff and members of the Zoning Board of Appeals to inspect the premises of the Subject Property.

I hereby certify that the information provided in the application is true and correct.

I hereby certify that I am the owner of the property subject to the application. * See attached Project Agreement for documentation of GDOT owning property

DATE: August 31, 2023

Applicant 
Signature: A. Steven Hausler, Jr., Authorized Representative
East Interchange Builders LLC

DATE: _____

Applicant _____
Signature: _____

DEPARTMENT OF PLANNING & SUSTAINABILITY

ZONING BOARD OF APPEALS APPLICATION

AUTHORIZATION TO REPRESENT THE PROPERTY OWNER


I hereby authorize the staff and members of the Zoning Board of Appeals to inspect the premises of the Subject Property.

I hereby certify that the information provided in the application is true and correct.

I hereby certify that I am the owner of the property and that I authorize the applicant/agent to apply for a hearing to the Zoning Board of Appeals for the requests as shown in this application. * See attached Project Agreement for documentation of GDOT owning property

DATE: August 31, 2023

Applicant/Agent
Signature:


A. Steven Hausler, Jr., Authorized Representative
East Interchange Builders LLC

TO WHOM IT MAY CONCERN:

(I)/ (WE): Georgia Department of Transportation
(Name of Owners)

being (owner/owners) of the property described below or attached hereby delegate authority to the above signed agent/applicant.

* See attached Project Agreement Article 2.1 for documentation that East Interchange Builders LLC is authorized to submit application

Notary Public

Owner Signature

Notary Public

Owner Signature

Notary Public

Owner Signature

**DESIGN, BUILD, AND FINANCE AGREEMENT
for the
I-285 / I-20 EAST INTERCHANGE PROJECT**

Between

State Road and Tollway Authority,

**a body corporate and politic and an instrumentality and
public corporation of the State of Georgia**

and

**East Interchange Builders, LLC, ¶
a Limited Liability Company**

Dated as of June 17, 2022

**DESIGN, BUILD AND FINANCE AGREEMENT
FOR THE I-285 / I-20 EAST INTERCHANGE PROJECT**

This Design, Build, and Finance Agreement for the I-285 / I-20 East Interchange Project (this “Project Agreement”) is entered into and effective as of June 17, 2022 (the “Effective Date”), by and between the State Road and Tollway Authority, a body corporate and politic and an instrumentality and public corporation of the State of Georgia, (“Authority”), and East Interchange Builders, LLC, a Delaware limited liability company (“Developer”).

R E C I T A L S

A. Pursuant to the O.C.G.A. § 32-10-60, *et seq.* (the “Authority Act”), particularly § 32-10-60(5) of the Authority Act, Authority is authorized to undertake certain “project[s],” approved by Authority and the Georgia Department of Transportation (“GDOT”).

B. Pursuant to § 32-10-63(5) of the Authority Act, Authority is permitted to make “contracts, leases, or conveyances as ... legitimate and necessary” to carry out the purpose for which it was created.

C. Pursuant to the Authority Act, GDOT, as grantor, and Authority, as grantee, entered into that certain Estate for Years (I-285 / I-20 East Interchange Project), on June 17, 2022, relating to the conveyance of the real property interests needed by Authority to advance the development of the hereinafter referenced Project (the “Estate for Years”), as contemplated in the Authority Act and the Official Code of Georgia Annotated (the “Code”) § 44-6-100.

D. The State of Georgia (the “State”) desires to facilitate private sector investment and participation in the development of the State’s transportation system via public-private partnership agreements, and the Georgia Legislature has enacted O.C.G.A. § 32-2-78 *et seq.*, and GDOT has adopted Chapter 672-17 of the Rules and Regulations of GDOT (the “Rules”), to accomplish that purpose.

E. GDOT, pursuant to Article IX, Section III, Paragraph I (a) of the Constitution of the State, GDOT and Authority are permitted to enter into intergovernmental contracts, and pursuant to O.C.G.A. § 32-2-61, GDOT is expressly permitted to enter into intergovernmental contracts, including with Authority, concerning the joint or separate use of facilities and the provision of services (among other things).

F. GDOT and Authority are parties to that certain Intergovernmental Agreement (I-285 / I-20 East Interchange Project) dated as of June 17, 2022 (the “Intergovernmental Agreement”) setting forth certain terms and conditions pursuant to which, among other things, (i) the parties will assist one another in connection with the development, design, construction, financing, and implementation of the Project, (ii) Authority has memorialized its acceptance of the RFP (defined in Recital K below) selection recommendation made by the State Transportation Board, and (iii) Authority has designated GDOT as the project manager and agent (for purpose of this Project Agreement, the “project manager”) for Authority with respect to the transactions contemplated herein.

G. The State Transportation Board (acting for and on behalf of GDOT) and Authority have each passed a joint resolution (the “Joint Resolution”), dated May 21, 2020 and June 23, 2020, respectively, pursuant to which (i) GDOT and Authority have (a) approved the Project as a joint undertaking and (b) allocated roles and responsibilities relating to the design, construction, financing, and implementation of the Project, and (ii) GDOT has authorized the inclusion of the payment to Authority, with respect to the capital and other agreed-upon costs of the Project, in GDOT’s annual budgetary and appropriations actions (including amounts that are necessary for Authority to carry out its obligations under this Project Agreement).

H. GDOT and Authority are parties to that certain Memorandum of Understanding (I-285 / I-20 East Interchange Project) dated as of June 17, 2022, which must be affirmatively renewed by GDOT and Authority each Fiscal Year to remain in effect (the “MOU”), pursuant to which GDOT commits and agrees to transfer certain funds to Authority relating to the Project from annually budgeted and appropriated amounts, subject in all cases, to the provisions of PA Section 1.3.4 (*Project Administration*).

I. Pursuant to the provisions of the Code and the Rules, GDOT issued a Request for Qualifications on July 31, 2020, as amended, requesting submittals of statements of qualifications from respondents desiring to develop, design, finance, and construct the I-285 / I-20 East Interchange Project (as further defined hereunder, the “Project”) through a design-build-finance agreement.

J. GDOT received six responsive statements of qualification by September 16, 2020, and subsequently shortlisted four responsive proposers.

K. On June 22, 2021, GDOT issued to the shortlisted proposers a Request for Proposals to design, construct and finance the I-285/I-20 East Interchange MMIP Project through a Design-Build-Finance Agreement, Project P.I. No. 0013915 (as subsequently amended pursuant to Amendment No. 1, issued July 13, 2021, Amendment No. 2, issued September 10, 2021, Amendment No. 3, issued November 17, 2021, Amendment No. 4, issued December 21, 2021, and Amendment No. 5, issued January 21, 2022, collectively, the “Request for Proposals”).

L. On January 27, 2022, GDOT received responses to the RFP, including the response of East Interchange Builders, on behalf of Developer (the “Proposal”).

M. As part of the RFP, GDOT required that shortlisted proposers commit to entering into a Project Agreement with Authority for the development, design, financing, and construction of the Project.

N. An RFP selection recommendation committee comprised of GDOT staff determined that the proposer that formed Developer submitted the Proposal that provides the State with the best value, as measured against the selection criteria contained in the RFP (i.e., was the “Best Value Proposer”).

O. On April 21, 2022, the State Transportation Board accepted the recommendation of the GDOT steering committee and the RFP selection recommendation committee and authorized GDOT’s staff on behalf of Authority to negotiate this Project Agreement.

P. Authority has been authorized to enter into this Project Agreement, the other “DBF Documents” and the “Security Documents” (each defined in PA Exhibit 1 (*Abbreviations and Definitions*)), each of which forms a part hereof, pursuant to, among others, Section 32-10-63(5) of Authority Act, all for the express purpose of facilitating the public-private partnership contemplated under the Code and the Rules, and thereby serving the best interests of the citizens of this State.

NOW, THEREFORE, in consideration of the Work to be performed by Developer, and Developer’s financing obligations with respect thereto, the foregoing premises and the covenants and agreements set forth herein, the Parties hereby agree as follows:

**Article 1 DEFINITIONS; DBF DOCUMENTS; ORDER OF PRECEDENCE;
PROJECT ADMINISTRATION**


1.1 Definitions

Definitions for certain terms used in this Project Agreement and the other DBF Documents are contained in PA Exhibit 1 (*Abbreviations and Definitions*).

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Project Agreement, including the requirements of the DBF Documents, as of the date first above written.

**EAST INTERCHANGE BUILDERS,
LLC**

**STATE ROAD AND TOLLWAY
AUTHORITY**

By: 

By: _____

Name: Gregory A. Ciambone

Name: _____

Title: Manager

Title: _____

Attested by:

Attested by:

By: _____

By: _____

Name: Jared Snell

Name: _____

Title: Authorized Signatory

Title: _____

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Project Agreement, including the requirements of the DBF Documents, as of the date first above written.

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LLC**

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By: _____

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Title: Manager

Title: _____

Attested by:

Attested by:

By:  _____

By: _____

Name: Jared Snell

Name: _____

Title: Authorized Signatory

Title: _____

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Project Agreement, including the requirements of the DBF Documents, as of the date first above written.

**EAST INTERCHANGE BUILDERS,
LLC**

**STATE ROAD AND TOLLWAY
AUTHORITY**

By: _____

By: Heather Aquino

Name: _____

Name: Heather Aquino

Title: _____

Title: Interim Executive Director

Attested by:

Attested by:

By: _____

By: 

Name: _____

Name: Matthew F. Childs

Title: _____

Title: Senior Attorney

Article 2 GRANT OF AUTHORITY AND RIGHT OF WAY

2.1 Grant of Authority for Undertaking

Authority grants to Developer the exclusive right (revocable only in accordance with this Project Agreement), and Developer accepts such right and acknowledges its obligation, to design, construct, and finance the Project, and to perform the remainder of the Work, all in accordance with the DBF Documents.

2.2 Right of Way; Property Ownership

2.2.1 Developer is required to construct the Project on and within the property identified in the NEPA Approval (the "Property") but without limiting Developer's rights and obligations under PA Section 6.2.11 (*Provided Environmental Approval Re-evaluation*), PA Section 2.6.6 (*Developer Proposed/Developer Acquired Right of Way*), and PA Section 2.7 (*Developer Proposed/State Acquired Right of Way*).

2.2.2 Authority will provide Developer with access rights to the Project Limits in accordance with this PA Article 2 (*Grant of Authority and Right of Way*), PA Exhibit 4 (*Parcel Acquisition Table*), and TP Section 6 (Right of Way (ROW)).

2.2.3 Developer acknowledges and agrees that:

2.2.3.1 on and from the date GDOT acquires the fee title to each Parcel in the Project Limits, GDOT is and shall remain throughout the Term, the sole owner of the fee title to such Parcels;

2.2.3.2 Authority is and shall remain throughout the Term, the grantee of an estate for years provided under the Estate for Years; and

2.2.3.3 the Project and all Permanent Works located on the Project Limits from time to time shall be and remain the property of:

(a) Authority or GDOT, to the extent of their respective interests of record or as they may otherwise agree from time to time; or

(b) to the extent GDOT has otherwise agreed, a Governmental Entity or Utility Owner.

2.2.3.4 Notwithstanding anything to the contrary in the DBF Documents, Developer's access right to the Project Limits provided, and subject to the terms and conditions under this PA Article 2 (*Grant of Authority and Right of Way*) and TP Section 6 (Right of Way (ROW)), may, in each case where applicable, be restricted (or certain activities be restricted) to those portions of parcels that are not within the "do not disturb" areas identified in TP Attachment 6-2 (State Proposed/State Acquired Required Clearance) and TP Attachment 6-3 (State Proposed ROW) or where there are constraints regarding placement of certain structures, further to TP Section 1-8 (Structure). If so restricted, Developer shall, as part of the Work, observe, and cause each Developer-Related Entity to observe, all such restrictions.

2.2.4 Without limiting Developer's right to claim relief or compensation in accordance with PA Article 13 (*Relief Events; Compensation Events*), Authority hereby reserves for itself and for GDOT (pursuant to the requirements of the Estate for Years) the right to enter upon, possess, control and utilize the Project Limits without payment of compensation to Developer in accordance with and subject to the terms of this Project Agreement.

2.2.5 Developer acknowledges that Authority and GDOT (in the Estate for Years) have granted, and hereby reserve the right to grant, to other parties utility and other permits (including

Encroachment Permits) and easements and modifications thereto and rights of use to the Project Limits subject to the limitations of this Project Agreement.

2.2.6 Developer shall perform the applicable Acquisition Services and comply with the requirements set forth in TP Section 6 (Right of Way (ROW)) with respect to all State Proposed/State Acquired Right of Way, State Proposed/Developer Acquired Right of Way, Developer Proposed/Developer Acquired Right of Way, and Developer Proposed/State Acquired Right of Way.

2.2.7 Developer shall prepare and submit the ROW Acquisition Plan in accordance with TP Section 6.2.8 (ROW Acquisition Plan).

2.3 Existing Right of Way

Authority grants to Developer, as of the date of issuance of NTP1 and until the Termination Date:

2.3.1 a non-exclusive right of access, ingress and egress to all real property comprising the Existing Right of Way; and

2.3.2 the right to grant to Developer-Related Entities a non-exclusive right of access, ingress and egress to all real property comprising the Existing Right of Way, for the sole purpose of performing its obligations and exercising its rights under this Project Agreement.

2.4 State Proposed/State Acquired Right of Way

2.4.1 The Parties acknowledge that as of the date of this Project Agreement:

2.4.1.1 Authority has acquired a right of access to, or interest in, each State Proposed/State Acquired Right of Way for which the Parcel Availability Date is on or prior to the Effective Date; and

2.4.1.2 Authority has not acquired a right of access to, or interest in, the State Proposed/State Acquired Right of Way for which the Parcel Availability Date is after the Effective Date.

2.4.2 Reserved.

2.4.3 Reserved.

2.4.4 Authority will provide Developer with updated information on the State Proposed/State Acquired Right of Way referred to in PA Section 2.4.1.2 (*State Proposed/State Acquired Right of Way*) as such information becomes available and confirm once Authority has acquired each Parcel.

2.4.5 Developer shall perform the Post-Acquisition Services for the State Proposed/State Acquired Right of Way in accordance with TP Section 6.6 (Post-Acquisition Services).

2.4.6 If Authority fails to acquire a right of access to, or interest in, a Parcel that is State Proposed/State Acquired Right of Way by the relevant Parcel Availability Date, Developer shall have a right to assert a claim for relief and compensation in accordance with PA Article 13 (*Relief Events; Compensation Events*).

2.4.7 Authority or GDOT will be responsible for, and shall not have a right to claim from Developer any payment or reimbursement for, all costs and expenses associated with acquiring each Parcel of State Proposed/State Acquired Right of Way, including:

DeKalb County Zoning Board of Appeals

Variance Application

Letter of Intent

Property Owner: Georgia Department of Transportation

The project is Georgia Department of Transportation's (GDOT) I-285 at I-20 East Interchange Reconstruction (PI No. 0013915) and is a \$697M investment by GDOT. This critical junction in DeKalb County requires operational and geometric improvements to address inefficient flow of traffic and safety performance. The project reconfigures the I-285/I-20 east interchange and includes additional improvements along I-20, necessitating the need to replace the I-20 bridge over Snapfinger Creek.

The I-20 over Snapfinger Creek bridge crossing is designated as FEMA Zone AE with a floodway. The proposed bridge replacement meets a no-rise, reducing water surface elevations and floodplain widths upstream of the bridge. A variance is being requested for Sec. 14-442(c) – *If an applicant proposes to revise the floodway boundaries, no permit authorizing the encroachment into or an alteration of the floodways shall be issued by the floodplain coordinator until an affirmative conditional letter of map revision is issued by FEMA and a no-rise certification is approved by the floodplain coordinator.*

The project reduces the floodway width at one cross section within GDOT right-of-way. The floodway reduction is within GDOT right-of-way and will not impact other properties. Therefore, we are requesting Floodplain Manager and Community concurrence on the project without a Conditional Letter of Map Revision (CLOMR). Response to the five items to be discussed in the letter of intent are below.

1. There is an extraordinary or exceptional physical condition(s) pertaining to the particular piece of property (such as, but not limited to, lot size, lot shape, specimen tree(s), steep slope(s), or preservation of historic characteristics of the property), which was not created by the current owner, previous owner, or applicant; by reason of a clearly demonstrable condition(s), the strict application of the requirements of this chapter would deprive the property owner of rights and privileges enjoyed by other property owners in the same zoning district, as distinguished from a special privilege or convenience sought by the property owner.

Response: The extraordinary condition in this case is that the property in question is Georgia Department of Transportation (GDOT) property and improvements are related to a public project. Said public project intends to improve traffic operations and safety along the I-20 corridor in DeKalb County. As part of the project, the I-20 bridge over Snapfinger Creek is going to be replaced and the existing bridge piers in Snapfinger Creek are set to be removed. While the project is a betterment to the community; proposes to reduce the floodplain limits broadly upstream; and will reduce the floodway limits specifically on GDOT property, the DeKalb County ordinance, as written, could require the GDOT to submit for a CLOMR. This process would delay the project schedule and potentially the opening date of the roadway improvements in this area.

2. The requested variance does not go beyond the minimum necessary to afford relief and does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the zoning district in which the subject property is located.

Response: The requested variance is consistent with the intergovernmental processes established between state and county levels in the execution of capital improvement projects for public benefit. Typically, GDOT projects that limit floodplain or floodway impacts (even rises) within GDOT's right-of-way have not had the requirement to complete a CLOMR since GDOT considers changes inside of GDOT ROW to be integral to the bridge structure and do not affect any other property. A requirement of a CLOMR would be damaging to the project schedule since work on the Snapfinger Creek bridge would not be able to start until the CLOMR was approved and the Snapfinger Creek bridge is the critical path in the overall project schedule. The project team respectfully requests a variance on the submission of a CLOMR and is willing to perform a LOMR after construction or providing all revised map data to DeKalb County to include in their ongoing county-wide flood map update.

3. [The grant of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the zoning district in which the subject property is located.](#)

Response: The proposed bridge replacement will not be detrimental to public welfare and property and will in fact result in improvements to the floodplain, reducing the water surface elevations and floodplain widths upstream of the bridge. The County ordinance that we are requesting a variance on would seemingly punish the project team's improvements to the floodplain and floodway by requiring a time-consuming CLOMR process.

In addition to the benefits to Snapfinger Creek, the bridge replacement is part of a larger project that will improve traffic flow and safety, providing benefits to locals, the state, and the region as the busy I-285/I-20 interchange and respective interstate corridors are vital links for both personal vehicles and commercial trucks.

4. [The literal interpretation and strict application of the applicable provisions or requirements of this chapter would cause undue and unnecessary hardship.](#)

Response: As stated in the other items above, strict interpretation of this local ordinance and requirement of a CLOMR would be damaging to the project schedule. Work on the Snapfinger Creek bridge would not be able to start until the CLOMR was approved and the Snapfinger Creek bridge is the critical path in the overall project schedule.

The floodway is being improved and the change is limited to GDOT right-of-way, but the local ordinance is written that any alteration of the floodway will require CLOMR, rather than just encroachments in floodways or worsening of floodways. The Floodplain Manager does not have the authority to grant project concurrence without the Zoning Board's variance approval on the requirement of issuance of an approved CLOMR by FEMA.

5. [The requested variance would be consistent with the spirit and purpose of this chapter and the DeKalb County Comprehensive Plan text.](#)

Response: According to the DeKalb 2050 Unified Plan Comprehensive Transportation Plan, priorities include improving quality of life, improving safety, improving maintenance, increasing access, encouraging economic development, and better accommodating movement of goods. The project will exemplify these priorities given the project's need and purpose is to mitigate congestion, contribute to efficiencies in the movement of both people and goods, and enhance

safety and mobility. The Plan shows the importance of transportation system benefits, social benefits, environmental benefits, health and safety benefits, and economic and financial benefits and the project will align providing those benefits. Reduced traffic congestion resulting in time savings, reduced stress levels, improved quality of life, and improved air quality and enhanced access, convenience, and mobility, to name a few.

The project is being constructed to carry out GDOT's priorities and long-term plan for transportation needs, and the project is part of GDOT's Major Mobility Investment Program (MMIP). The MMIP includes large-scale projects that will build a better Georgia by enhancing mobility and safety, fueling economic growth, and improving Georgians' quality of life. The grouping of projects is expected to yield a significant reduction in congestions along key freight and passenger corridors. The projects will create additional capacity, improve the movement of freight, provide operational improvements and efficiencies, enhance safety, and decrease travel times.

It is our belief that this requested variance and the goals of the GDOT project is 100% consistent with the spirit and purpose of this chapter and the DeKalb County Comprehensive Plan text.

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

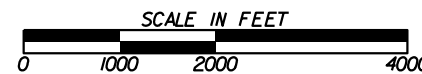
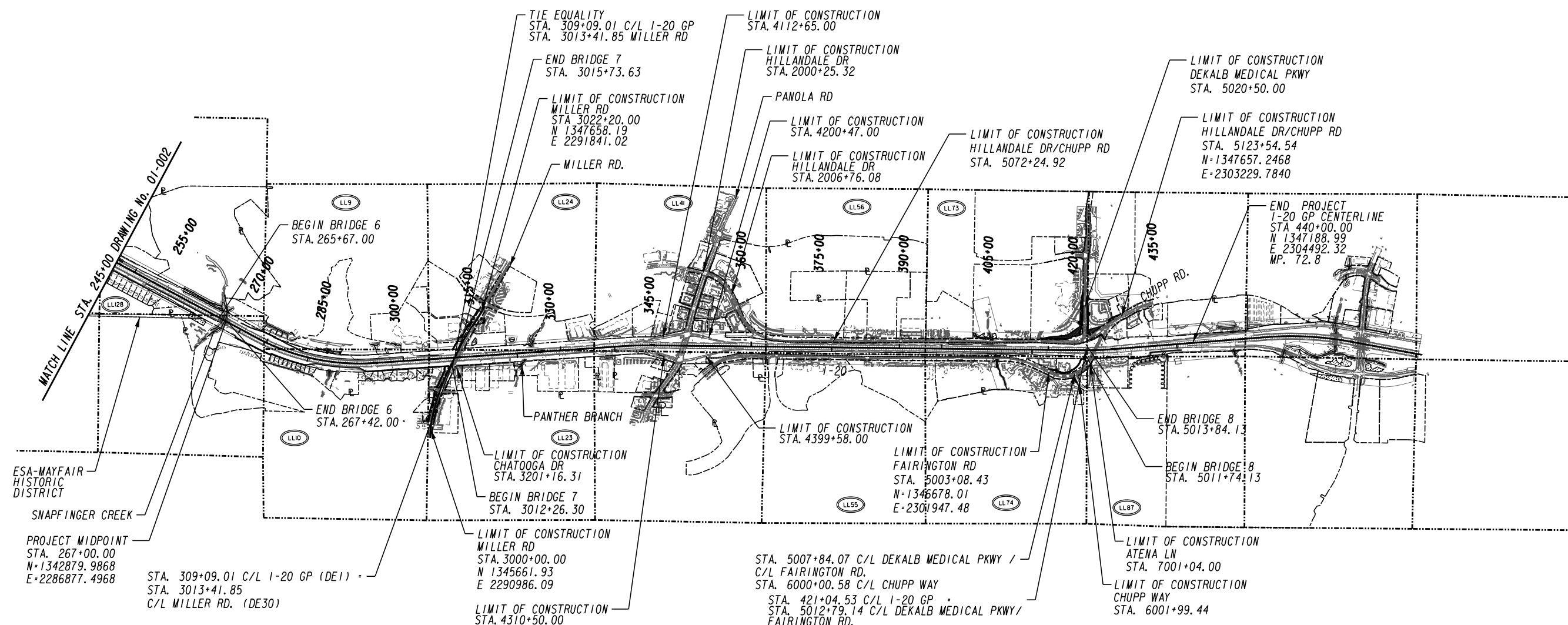
PLAN AND PROFILE OF PROPOSED I-285 AT I-20 EAST INTERCHANGE RECONSTRUCTION

FEDERAL AID PROJECT

FEDERAL ROUTE • I-20 / I-285

STATE ROUTE • SR402 / SR407

P.J.NO. 0013915





THE DRAWINGS AS LISTED BELOW
HAVE BEEN SIGNED AND SEALED BY

ROBERT N. ASKEW
PE NO 034588

ARCADIS U.S., INC.
2839 PACES FERRY ROAD SE
SUITE 900
ATLANTA, GEORGIA 30339
CERTIFICATE OF AUTHORIZATION :
CERTIFICATE OF AUTHORIZATION EXPIRATION DATE:

2023.08.23

DRAWING No	DRAWING DESCRIPTION
01-0003	COVER SHEET
01-0005A	SIGNATURE SHEET
02-0001	INDEX SHEET
03-0001 - 03-0010	REVISION SUMMARY DRAWING
04-0001 - 04-0010	GENERAL NOTES
05-0001	TYPICAL SECTIONS
05-0011 - 05-0012	TYPICAL SECTIONS
05-0021 - 05-0023	TYPICAL SECTIONS
11-0004 - 11-0006	CONSTRUCTION LAYOUT DRAWING/STAKEOUT DRAWING
11-0010	CONSTRUCTION LAYOUT DRAWING/STAKEOUT DRAWING
13-0020 - 13-0025	MAINLINE PLAN DRAWINGS
13-0038 - 13-0038A	MAINLINE PLAN DRAWINGS
15-0018 - 15-0024	MAINLINE PROFILE DRAWINGS
16-0051 - 16-0055	CROSSROAD PROFILE DRAWINGS
17-0001 - 17-0002	DRIVEWAY PROFILE DRAWINGS
19-1000 - 19-1000H	CONSTRUCTION STAGING TYPICALS
19-1000J	CONSTRUCTION STAGING TYPICALS
19-1001 - 19-1028	CONSTRUCTION STAGING PLAN
19-1188 - 19-1279	CONSTRUCTION STAGING CROSS SECTIONS
19-1155 - 19-1160	CONSTRUCTION STAGING CROSS SECTIONS FAIRINGTON RD.
19-1035 - 19-1053	CONSTRUCTION STAGING CROSS SECTIONS HILLDALE DR.
20-0003	DETOUR SIGNING PLAN
20-0020 - 20-0025	CONSTRUCTION STAGING DETAILS
20-0038	CONSTRUCTION STAGING DETAILS
23-0193 - 23-0282	CROSS SECTIONS
23-0811 - 23-0832	CROSS SECTIONS FAIRINGTON RD.
24-0020 - 24-0025	UTILITY PLANS
24-0038	UTILITY PLANS
31-0030 - 31-0033	RETAINING WALL ENVELOPES
31-0035 - 31-0040	RETAINING WALL ENVELOPES
32-0009 - 32-0010	RETAINING WALL PLANS
33-0024 - 33-0034	NOISE BARRIER ENVELOPES



THE DRAWINGS AS LISTED BELOW
HAVE BEEN SIGNED AND SEALED BY

AMANDA MARIE CHECK
PE NO 37554

ARCADIS U.S., INC.
2839 PACES FERRY ROAD SE
SUITE 900
ATLANTA, GEORGIA 30339
CERTIFICATE OF AUTHORIZATION#:
CERTIFICATE OF AUTHORIZATION EXPIRATION DATE:

2023.08.23

DRAWING No	DRAWING DESCRIPTION
21-0020 - 21-0038A	DRAINAGE AREA MAP
22-0020 - 22-0025	DRAINAGE PROFILES
22-0025 - 22-0025	DRAINAGE PROFILES
22-0038 - 22-0038C	DRAINAGE PROFILES
38-0001 - 38-0010	SPECIAL CONSTRUCTION DETAIL

NOTE: DRAWINGS IN SECTIONS 40, 41, 52, AND 56 ARE GDOT STANDARDS AND DETAILS AND ARE NOT COVERED BY THIS SIGNATURE AND SEAL. DRAWINGS IN SECTION 38 CONTAIN GDOT SPECIAL DESIGN DETAILS AND ARE NOT COVERED BY THIS SIGNATURE AND SEAL UNLESS OTHERWISE LISTED IN THE ABOVE DRAWINGS LIST.

NOT TO SCALE

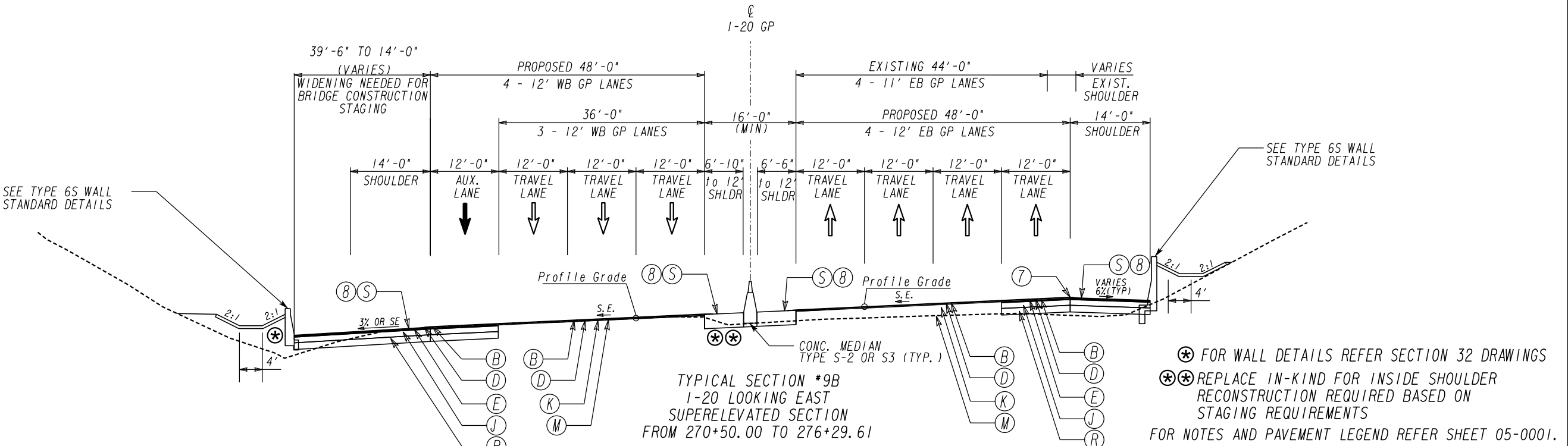
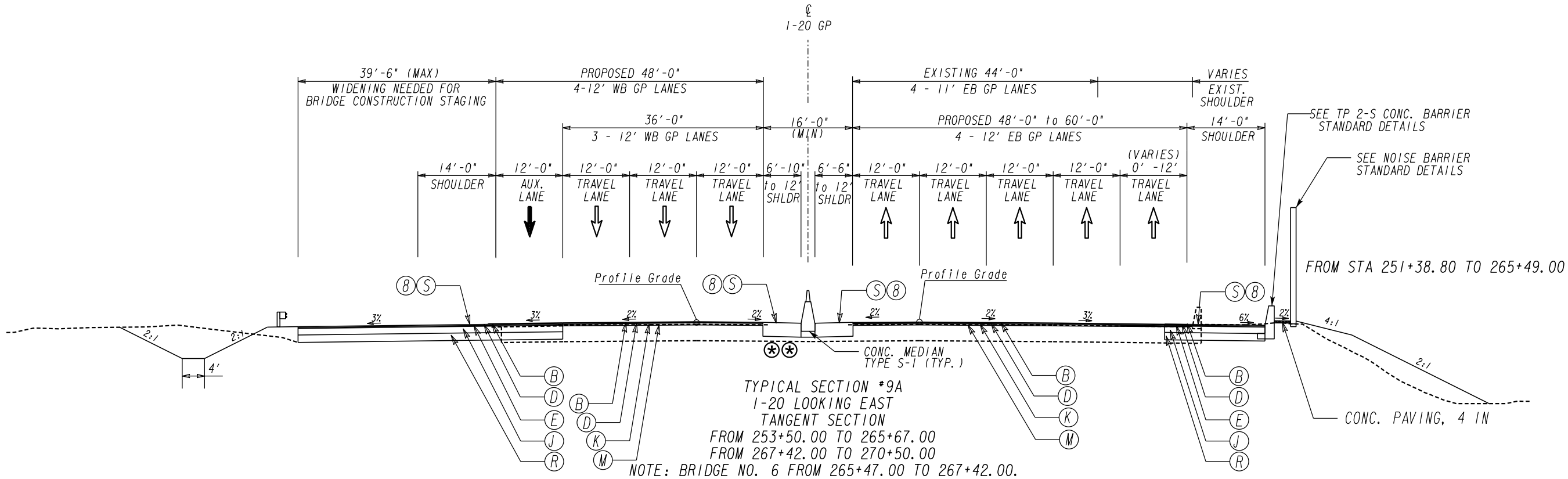
REVISION DATES

EOR SIGNATURES

I-285 AT I-20 EAST
INTERCHANGE RECONSTRUCTION

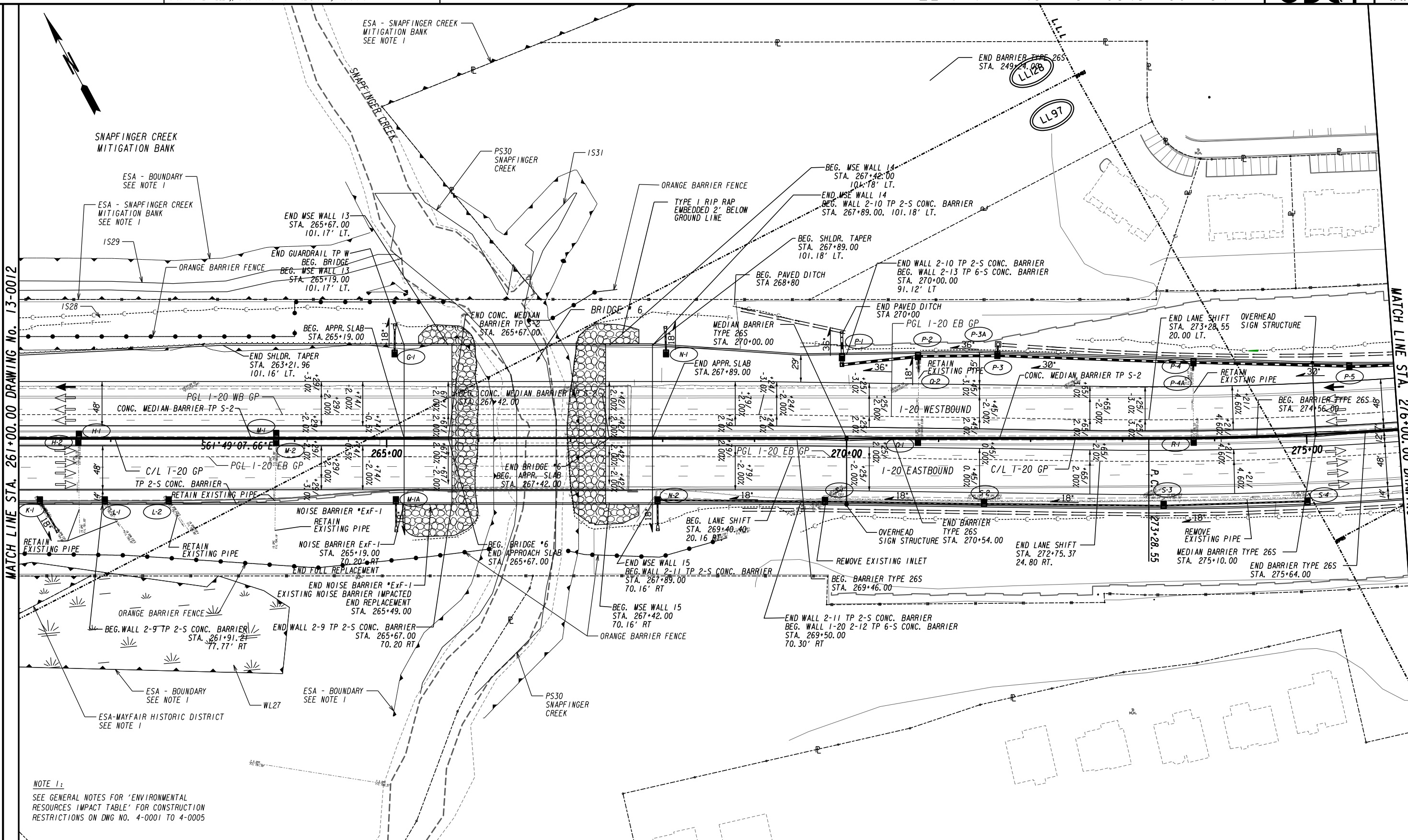
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VERIFIED:		DATE:		

01-0005A



MATCH LINE STA. 261+00.00 DRAWING No. 13-0012

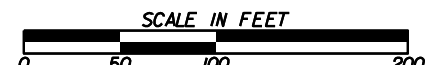
MATCH LINE STA. 276+00.00 DRAWING No. 13-0014



NOTE 1:
SEE GENERAL NOTES FOR 'ENVIRONMENTAL
RESOURCES IMPACT TABLE' FOR CONSTRUCTION
RESTRICTIONS ON DWG NO. 4-0001 TO 4-0005

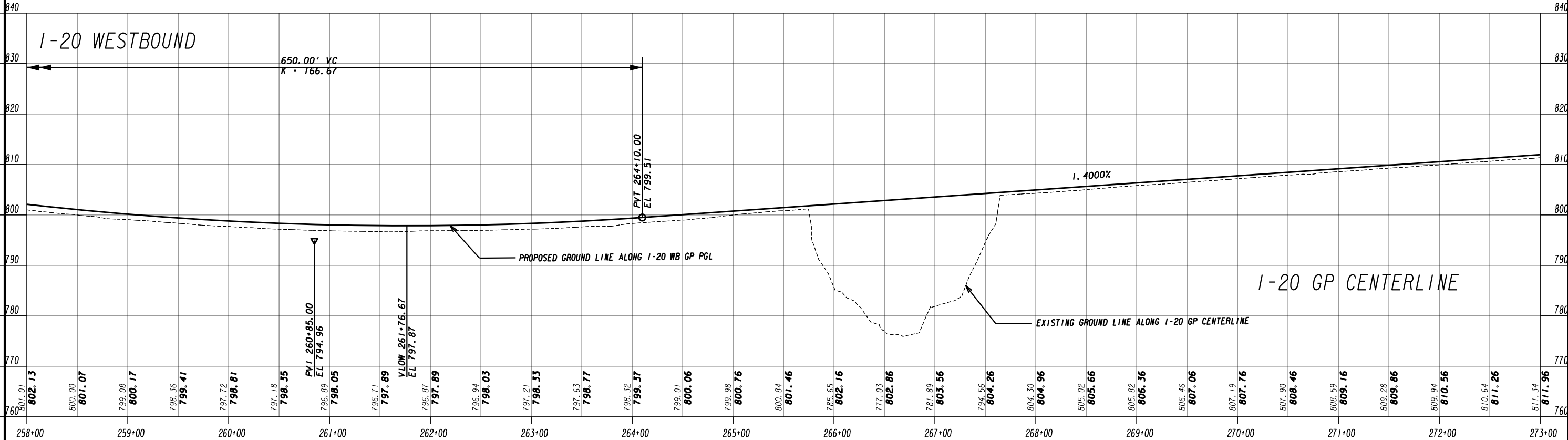
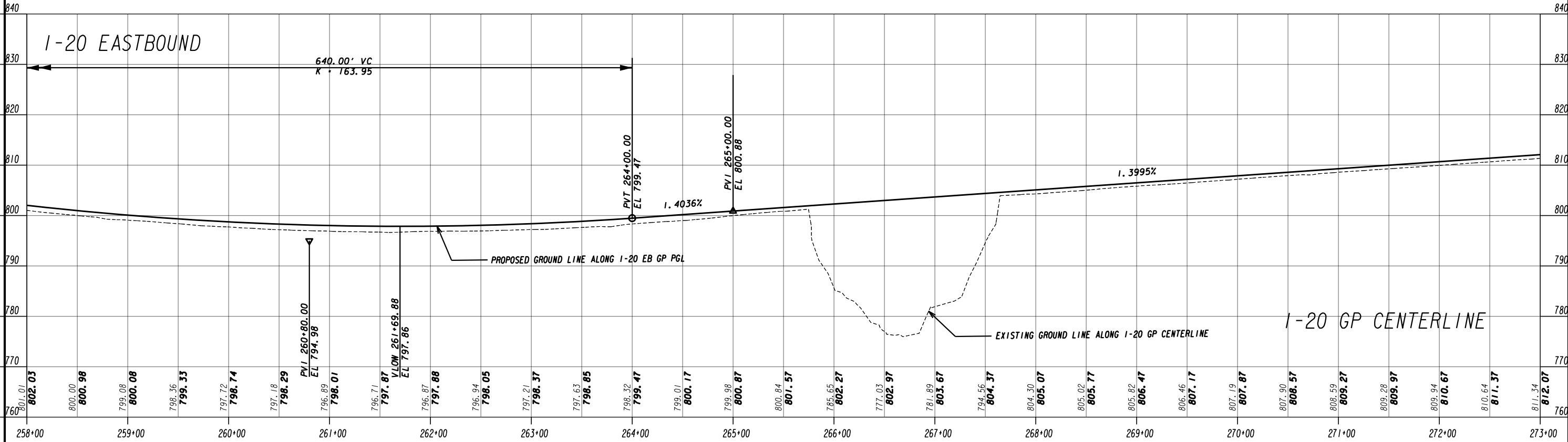
PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR	---
& MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
REQ'D LIMIT OF ACCESS	---
REQ'D LIMIT OF ACCESS & R/W	---
ORANGE BARRIER FENCE	---
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)	---
STORM DRAIN PIPE	---



REVISION DATES	

CONSTRUCTION PLAN			
1-285 AT I-20 EAST INTERCHANGE RECONSTRUCTION			
CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	
DRAWING No.			13-0013





STAGE I

1. PLACE TEMPORARY SHORING AS NECESSARY.
2. SHIFT TRAFFIC ON I-20 WESTBOUND TO CONFIGURATION SHOWN IN STAGE 1.
3. PLACE TEMPORARY BARRIER, METHOD 2, MAINTAINING 3'-11"-0" WESTBOUND LANES.
4. REMOVE PORTION OF EXISTING BRIDGE AS SHOWN.
5. CONSTRUCT PROPOSED NEW CONSTRUCTION AS SHOWN.

STAGE II

1. PLACE TEMPORARY BARRIER, METHOD I, AND SHIFT I-20 WESTBOUND TRAFFIC TO CONFIGURATION SHOWN STAGE II.
2. REMOVE EXISTING PORTION OF EXISTING BRIDGE AS SHOWN.
3. CONSTRUCT PROPOSED NEW CONSTRUCTION AS SHOWN.
4. LAP STAGE I AND STAGE II DECK REBAR.
5. POUR 4'-17/16" POUR STRIP.

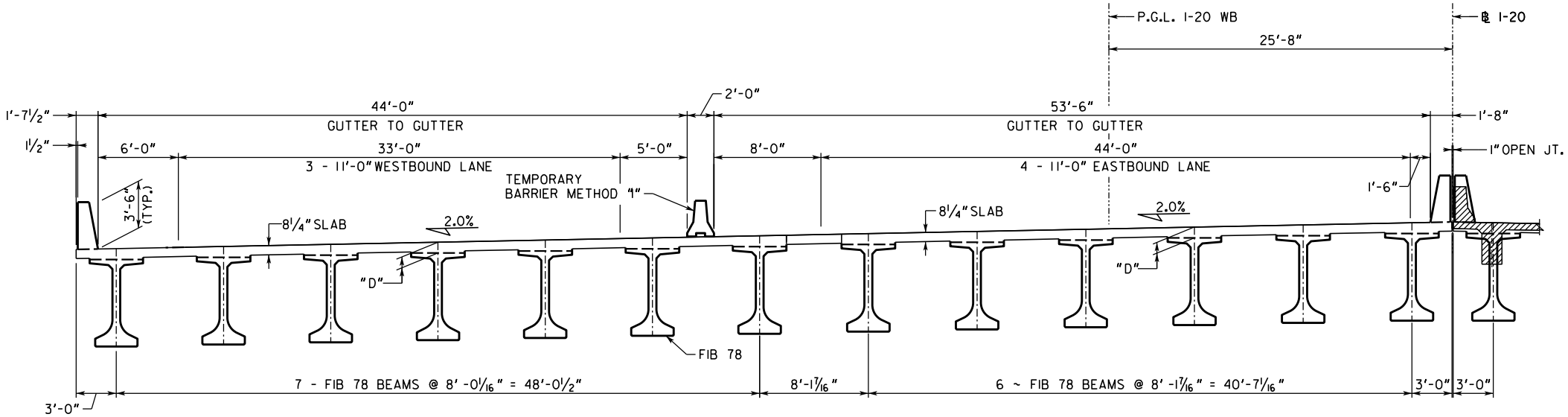


DIMENSION "D" IS MEASURED FROM TOP OF SLAB TO TOP OF BEAMS AT CENTERLINE BEARING. VARY "D" BETWEEN BEARINGS TO COMPENSATE FOR DEAD LOAD DEFLECTION, BEAM THROW, AND VERTICAL CURVE. MAINTAIN A CONSTANT SLAB THICKNESS OF 8 1/4". "D" IS ESTIMATED TO BE 13 1/2".

☐ EXISTING STRUCTURE
☒ EXISTING STRUCTURE TO BE REMOVED
☐ NEW CONSTRUCTION



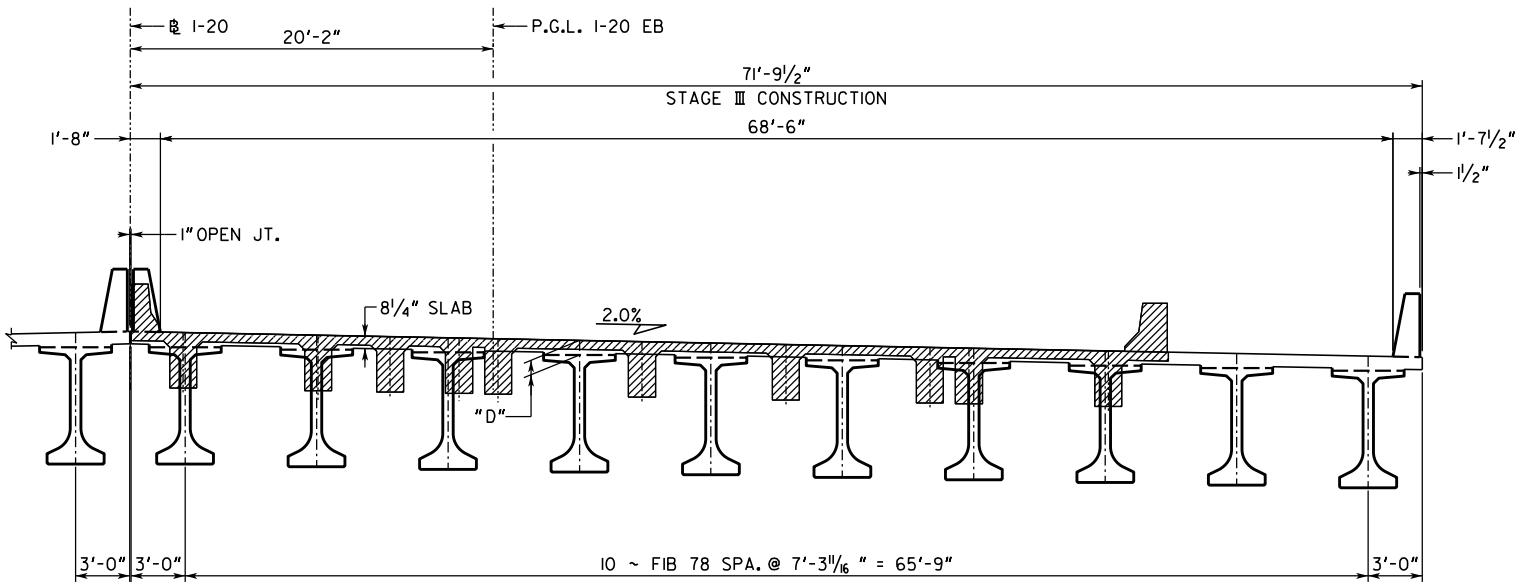
DATE						GEORGIA DEPARTMENT OF TRANSPORTATION ENGINEERING DIVISION-OFFICE OF BRIDGES AND STRUCTURES	
REVISIONS						DECK SECTION (I) I-20 OVER SNAPPINGER CREEK	
						DEKALB COUNTY 0013915	
						SCALE:3/32" = 1'-0" JANUARY 2023	
BY						DESIGNED ENM DRAWN CSY	CHECKED KAK DESIGN GROUP REVIEWED DLC/SKG APPROVED ENM



STAGE III

CONSTRUCTION SEQUENCE

- STAGE III
1. PLACE TEMPORARY BARRIER, METHOD I AS SHOWN IN CONFIGURATION.
 2. SHIFT TRAFFIC ON I-20 WESTBOUND AND EASTBOUND AS SHOWN IN CONFIGURATION.
 3. REMOVE PORTION OF EXISTING BRIDGE AS SHOWN.
 4. CONSTRUCT PROPOSED NEW CONSTRUCTION AS SHOWN.



STAGE III

LEGEND

- EXISTING STRUCTURE
- EXISTING STRUCTURE TO BE REMOVED
- NEW CONSTRUCTION

BRIDGE NO. 6

GEORGIA
DEPARTMENT OF TRANSPORTATION
ENGINEERING DIVISION-OFFICE OF BRIDGES AND STRUCTURES

DECK SECTION (2)
I-20 OVER SNAPPINGER CREEK

DEKALB COUNTY 0013915

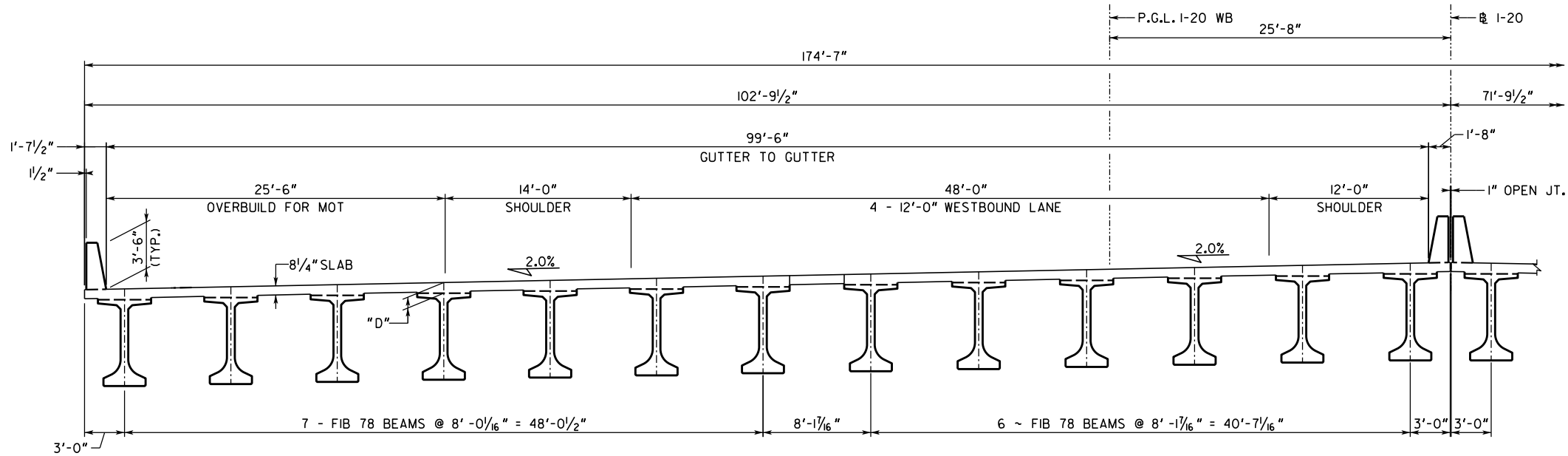
SCALE: 3/32" = 1'-0" JANUARY 2023

DESIGNED	CHECKED	REVIEWED	DLC/SKG
DRAWN	DESIGN GROUP	APPROVED	

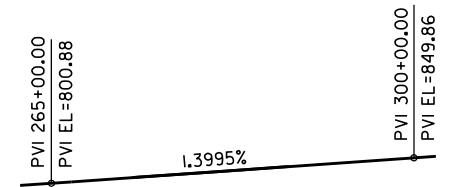


INFRASTRUCTURE
CONSULTING & ENGINEERING
ARCADIS

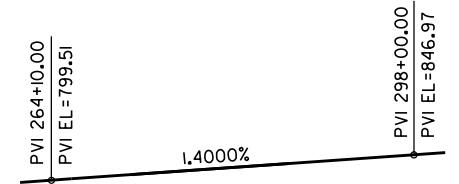
DRAWING NO.
35-0018
BRIDGE SHEET
3 OF 4



STAGE IV



PROPOSED GRADE DATA
ALONG I-20 (EASTBOUND)

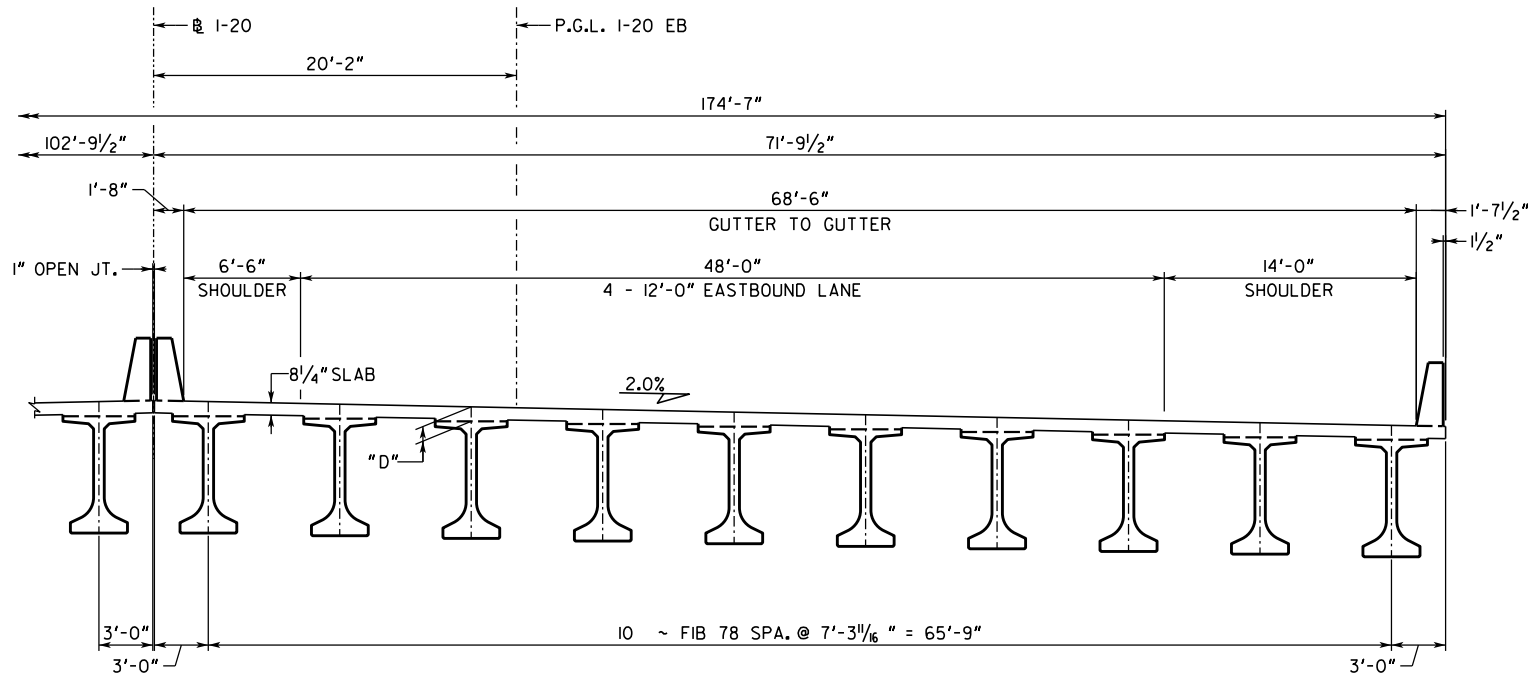


PROPOSED GRADE DATA
ALONG I-20 (WESTBOUND)

CONSTRUCTION SEQUENCE

STAGE II

1. REMOVE TEMPORARY BARRIER.
2. SHIFT I-20 WESTBOUND AND EASTBOUND TRAFFIC TO FINAL CONFIGURATION.



STAGE IV

ELEVATION DATA TABLE		
LOCATION	WB PGL	EB PGL
STATION	BEGIN BR. 265+67.00 END BR. 267+42.00	BEGIN BR. 265+67.00 END BR. 267+42.00
ELEVATION	BEGIN BR. 801.70 END BR. 804.15	BEGIN BR. 801.81 END BR. 804.26

BRIDGE NO. 6

GEORGIA
DEPARTMENT OF TRANSPORTATION
ENGINEERING DIVISION-OFFICE OF BRIDGES AND STRUCTURES

DECK SECTION (3)
I-20 OVER SNAPPINGER CREEK

DEKALB COUNTY

0013915

SCALE: 3/32" = 1'-0"

JANUARY 2023

DESIGNED ENM	CHECKED KAK	REVIEWED DLC/SKG
DRAWN GSY	DESIGN GROUP	APPROVED DPD



DRAWING NO.
35-0019

BRIDGE SHEET
4 OF 4





FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR DRAFT FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99 With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		20.2 Cross Sections with 1% Annual Chance 17.5 Water Surface Elevation
		Coastal Transect
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-436-2627) or visit the FEMA Flood Map Service Center website at <https://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates, refer to the Flood Insurance Study Report for this jurisdiction.

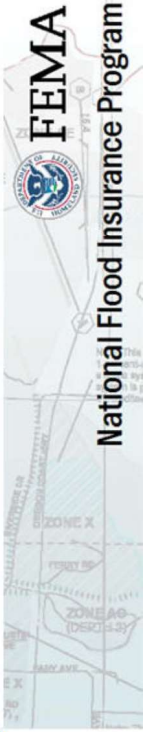
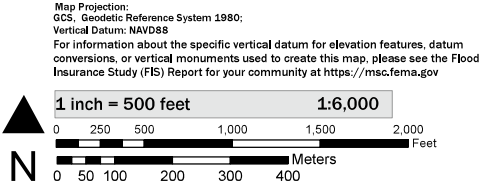
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-436-6820.

Basemap information shown on this FIRM was provided in digital format by the United States Geological Survey (USGS). The basemap shown is the USGS National Map Orthoimagery, Last refreshed October, 2020.

This map was exported from FEMA's National Flood Hazard Layer (NFHL) on 4/13/2021 5:36 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time. For additional information, please see the Flood Hazard Mapping Updates Overview Fact Sheet at <https://www.fema.gov/media-library/assets/documents/118418>.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards. This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date.

SCALE



NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

PANEL 154 OF 201

Panel Contains:		
COMMUNITY	NUMBER	PANEL
CITY OF STONECREST	130268	0154
DEKALB COUNTY	130065	0154

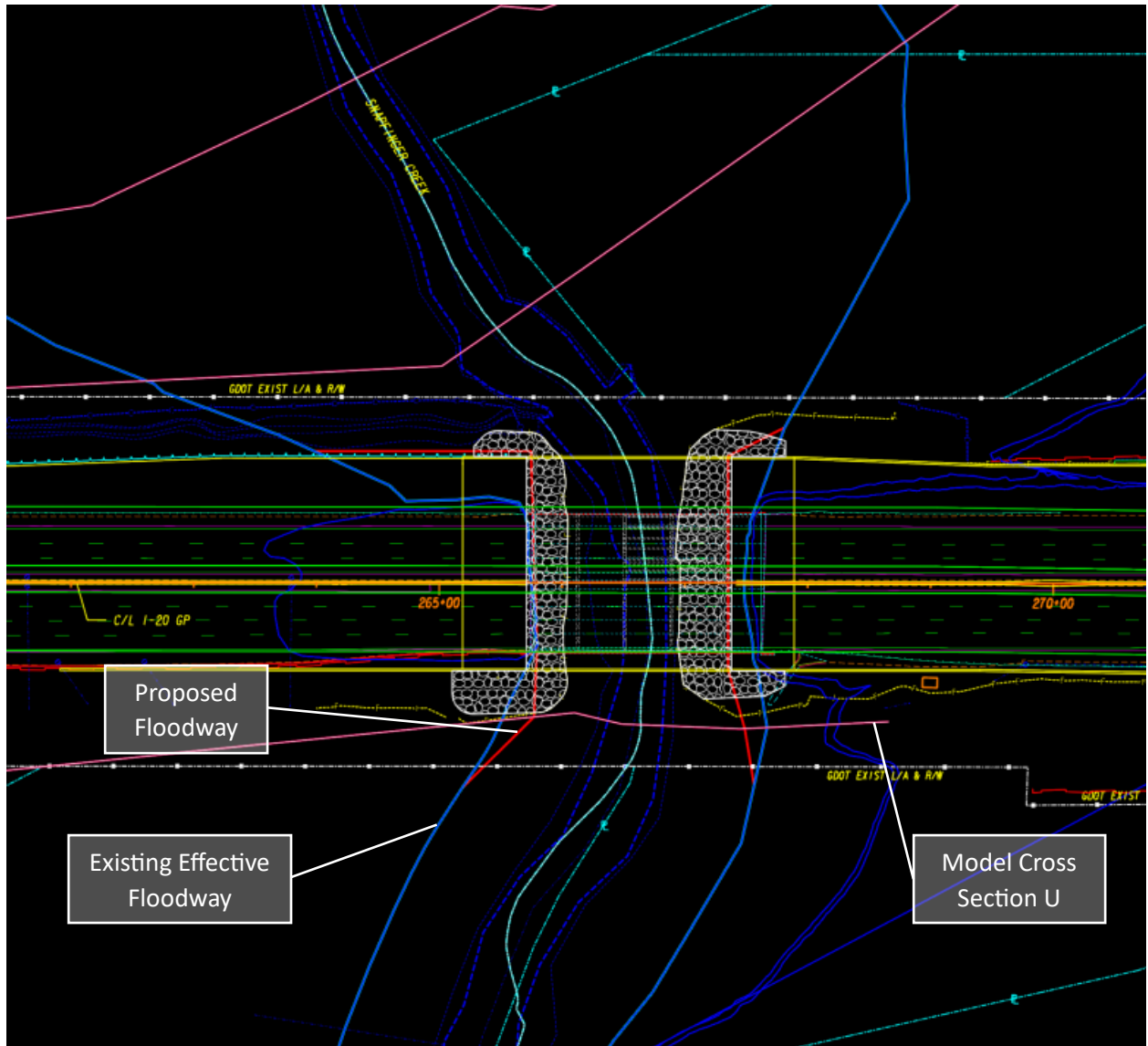


Figure 2: PROPOSED FLOODWAY REDUCTION IN GDOT RIGHT-OF-WAY