



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

Council Member Tammy Grimes – District 5

CITY COUNCIL MEETING AGENDA

February 10, 2020

7:00 p.m.

3120 Stonecrest Blvd. Suite 190

Stonecrest, Georgia

- 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 January 27, 2020 City Council Meeting Minutes
- VII. PRESENTATIONS:**
 - a. Mr. Larry Walker
 - b. Parks & Recreation Master Plan- Presentation by the SGA's of Arabian Mountain HS & Miller Grove HS
- VIII. APPOINTMENTS:**

CONSENT AGENDA

- a. **2020 Complete Count census Committee**
- b. **Post Office Committee**
- c. **Public Safety Committee**
- d. **Parks Committee**
- e. **SPLOST Citizens Oversight Advisory Committee**

- f. **Film Committee**
- g. **Education Committee**
- h. **Sports Authority Committee**
- i. **Commercial Industrial District Committee (CID)**
- j. **Browns Mill-Panola Overlay Committee**
- k. **Stonecrest Technology Committee**
- l. **Staff Appointments**

IX. PUBLIC COMMENTS

X. PUBLIC HEARINGS:

- a. Urban Redevelopment Agency Plan (Sears)
- b. Urban Redevelopment Agency Plan (Sam's)

XI. NEW BUSINESS:

- a. MOA for Summer Camp Services
- b. P&R camera system at Browns Mill Recreation & Aquatic Centers, License plate reader at Five (5) Park Facilities

XII. OLD BUSINESS:

- a. Urban Redevelopment Agency Plans Resolution

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.

Council Meeting

MINUTES:

- a. Approval of the January 27, 2020 City Council Meeting Minutes



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

CITY COUNCIL MEETING MINUTES

January 27, 2020

7:00 p.m.

3120 Stonecrest Blvd. Suite 190

Stonecrest, Georgia

I. CALL TO ORDER: Mayor Jason Lary

II. ROLL CALL: All members present.

III. INVOCATION: Invocation was led by Pastor Rita Davis.

IV. PLEDGE OF ALLEGIANCE

V. APPROVAL OF THE COUNCIL AGENDA:

Motion 1- was made by Council Member Rob Turner to approve the agenda and was seconded by Council Member Jimmy Clanton.

Motion passed unanimously.

VI. MINUTES:

Motion 2- was made by Council Member George Turner to approve the Council Meeting Minutes from January 13, 2019 and Council Member Jimmy Clanton gave the second.

Motion passed unanimously.

VII. PRESENTATIONS:

None.

VIII. APPOINTMENTS:

None.

IX. PUBLIC COMMENTS:

None.

X. PUBLIC HEARINGS:

a. RZ-19-009/ SLUP-19-008 (3210, 3320, and 3300 Turner Hill Road)

Motion 3- was made by Council Member Jimmy Clanton to open the public hearing and was seconded by Council Member George Turner.

Motion passed unanimously.

Chris Wheeler, planning and Zoning Director gave the Mayor and Council the recommendation from the Planning and Zoning Board for a deferral. Noted that the developers of the project were involved in the volcano eruption in New Zealand and was seriously injured.

Opposes-

Bernie Knight

Dave Marcus

Michelle Stephens-Smith

Proponents-

None.

Motion 4- was made by Council Member Clanton and seconded by Council Member Tammy Grimes to close the Public Hearing.

Motion passed unanimously.

Motion 5- was made by Council Member Jimmy Clanton to defer for 12 months and was seconded by Council Member Rob Turner.

Motion passed unanimously.

b. SLUP-19-007 (3620 Klondike Rd.)

Motion 6- was made by Council Member Jimmy Clanton to open the Public Hearing and was seconded by Council Member George Turner.

Motion passed unanimously.

Proponents-

Dr. Dana Avist (Applicant)

Anthony Forrest

Marilyn Brown

Plantan Hernandez

Yolanda Kendell

Opposes-

Nichelle Stephens-Smith

Motion 7- was made by Council Member Rob Turner to close the public hearing and was seconded by Council Member Jimmy Clanton.

Motion passed unanimously.

Motion 8- was made by Council Member Tammy Grimes to defer for 30 days and was seconded by Council Member George Turner.

There was discussion whether or not a specified date was needed.

Motion 9- was made by Council Member Tammy Grimes to modify Motion 8 to defer the decision until February 24, 2020 and was seconded by Council Member George Turner.

Motion passed unanimously.

XI. NEW BUSINESS:

XII. OLD BUSINESS:

a. URA Implementation Resolution

Motion 10- was made by Council Member Jimmy Clanton to approve Resolution 2020-01-003 and was seconded by Council Member Rob turner.

Motion passed unanimously.

XIII. EXECUTIVE SESSION:

WHEN AND EXECUTIVE SESSION IS REQUIRED, ONE WILL BE CALLED FOR THE FOLLOWING ISSUES: 1) PERSONNEL, 2) LITIGATION, 3) REAL ESTATE

XIV. CITY MANAGER COMMENTS:

City Clerk notified Mayor and Council of her upcoming training in Jekyll Island.

Deputy City Manager- Plez Joyner reminded everyone of the Kangaroos upcoming basketball game on Sunday at 3pm located at Browns Mill Park.

XV. CITY ATTORNEY COMMENTS:

No comments

XVI. MAYOR AND COUNCIL COMMENTS:

Council Member Rob Turner Will be having their monthly breakfast meeting on 2/8/2020 at the House of Hope at 9am. This month's topic is "Sex Trafficking."

Council Member Jimmy Clanton – 1st Saturday of the Month is the Community Awareness Meetings held at the AEI Center at 10:00am. More information is located at stonecrestga.gov

2/7/2020 there will be African Dancers at the Browns Mill Park beginning at 7pm.

There will be a Black History Mobile Musuem on February 7-8.

Black History Family Day at Flat Rock from 10am-4pm.

On February 29, 2020 there will be a Small Business Expo and more information to come.

Council Member George Turner- Invited the community to the Complete Census Count Meeting and to the countywide SPLOST Meeting.

Council Member Tammy Grimes- Save the date 1/28/2020 for District 5 Talk with Tammy from 6p-7p at the Stonecrest Library.

Mayor Jason Lary-

Thanked everyone for coming out to participate in the meeting. Congratulated Rob Turner on receiving the Completion Certificate for Elected Officials from GMA.

XVII. ADJOURNMENT:

Motion 8- was made by Council Member George Turner to adjourn the Council Meeting and a second was provided by Council Member Rob Turner.

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 COUNCIL CONSENT AGENDA ITEM

SUBJECT: CONSENT AGENDA APPOINTMENTS

☐ ORDINANCE	☐ POLICY	☐ STATUS REPORT
☐ DISCUSSION ONLY	☐ RESOLUTION	☒ OTHER

Council Meeting: 02/10/2020

SUBMITTED BY: Mayor and Council

PURPOSE: 2020 Appointments

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Approval or Denial by Council

2020 Complete Count Census Committee

1. Kendra Price
2. Melva Hubbard
3. Adrion Bell
4. Al Franklin
5. Barbara Lee
6. Jazzmin Cobble, Post 3
7. Francis Savoy D2
8. George Turner, Jr.
9. Ramonda Raven
10. Laveeta Branche
11. Patsi Turner
12. Angela Wilson
13. Donna Douglas
14. Sandra Edwards
15. Michael Morgan
16. Gertrude Morgan
17. LaDetra Burks
18. George Turner, Post 4
19. Tammy Grimes, Post 5

Post Office Committee

1. Clarence Robinson
2. Terry Lee
3. Adrion Bell
4. George Turner
5. Eric Hubbard
6. George Turner, Post 4

Police Advisory Committee

1. Barbara Hall
2. Adrion Bell
3. Eldron Bell
4. Chief Billy Grogan
5. Chief Keith Meadows
6. Antonio Render
7. Mayor Jason Lary
8. Pearlene Williams

Parks Committee

1. Revonda Cosby
2. Cheryl Mathis
3. Jimmy Clanton, Post 1
4. Plez Joyner
5. Chris Wheeler
6. Kelly Jordan
7. Eric Hubbard
8. Jetha Wagner
9. Sean de Palma
10. Dave Marcus

One representative from the following:

1. Stonecrest Business Alliance
2. Parks of Stonecrest Community Civic Association
3. Klondike Area Civic Association

SPLOST Citizens Oversight Advisory Committee

1. Lemuel Hawkins
2. Shawn Jones
3. Darrel Taylor
4. Kerry Williams
5. Plez Joyner
6. Suzanne Frick
7. Erica Dixon
8. Michelle Emanuel
9. Jason Lary
10. Jimmy Clanton

Film Committee

1. Rob Turner, Post 2
2. Jazzmin Cobble, Post 3
3. Patreece DeChabert
4. Verda Watson
5. Stacy Thibodeaux
6. Clarence Boone
7. Will Settle
8. LaRhonda Sutton
9. Tammy Grimes, Post 5

Education Committee

1. Tammy Grimes, Post 5
2. Dr. Barbara Lee
3. Vickie Turner
4. Thad Mayfield

Sports Authority Committee

1. Brandon Riley
2. Plez Joyner
3. Jimmy Clanton, Post 1
4. Mayor Jason Lary
5. Charnessa Grace
6. Tammy Grimes, Post 5

Commercial Industrial District Committee (CID)

1. Jimmy Clanton, Post 1
2. Rob Turner, Post 2
3. Chris Wheeler
4. Plez Joyner
5. Bernie Knight
6. Greg Flannigan

Browns Mill-Panola Committee

1. George Turner, Post 4
2. Jazzmin Cobble, Post 3
3. Dave Marcus
4. Chris Wheeler
5. Kelly Jordan



CITY COUNCIL AGENDA ITEM

SUBJECT: MOA Summer Camp

☐ ORDINANCE ☐ POLICY ☐ STATUS REPORT
☐ DISCUSSION ONLY ☐ RESOLUTION ☒ OTHER

Council Meeting: 2/10/2020

**SUBMITTED BY: Sean de Palma, Parks
and Recreation Director**

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

Memorandum of Agreement

*Browns Mill Recreation Center Youth Services
Between
the City of Stonecrest, Georgia and Metropolitan Atlanta YMCA
South DeKalb Branch*

WITNESSETH:

WHEREAS, the City of Stonecrest, Georgia (“City”) is responsible for providing youth services (Summer Camp) at the Browns Mill Recreation Center for its citizens; and

WHEREAS, after interviewing potential providers and evaluating the needs of the City, the City Department of Parks and Recreation has determined that South DeKalb Family YMCA is the best candidate to provide youth services at the Browns Mill Recreation Center; and

WHEREAS, the City and South DeKalb Family YMCA (“YMCA”) have partnered to design a program with enriching activities that provide the youth of Stonecrest the opportunity to grow; and

WHEREAS, these activities include programming, arts and crafts, physical activities, team building, and character development; and

WHEREAS, the State Purchasing Division has established a list of goods and services for which the competitive bid requirements have been waived; and

WHEREAS, the cost per child for such services will be \$90.00 charged to citizens who wish to register for Summer Camp programming; and

WHEREAS, the City will not be directly responsible for the expenses related to the YMCA providing youth services at Browns Mill Recreation Center, the cost per child will cover all expenses. The city will be responsible for the facility repairs, upgrades and maintenance as required by the YMCA.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

SECTION 1: PARTIES

This Memorandum of Agreement (“MOA”) is made and entered into by and between the City of Stonecrest, Georgia, 3120 Stonecrest Boulevard, Suite 190, Stonecrest, GA 30038 (“City”) and the South DeKalb Family YMCA a branch of The Young Men’s Christian Association of Metropolitan Atlanta, Inc. d/b/a YMCA of Metro Atlanta, 569 Martin Luther King Jr. Drive NW 1100 Atlanta, GA 30314.

SECTION 2: PURPOSE AND SCOPE OF SERVICES

The purpose of this MOA is to establish the terms and conditions under which the YMCA will provide youth services at the Browns Mill Recreation Center. The YMCA will provide Summer Camp programs that incorporate all aspects of traditional Camp activities – arts and crafts, swimming, sports, and age appropriate activities. The YMCA will provide youth services for kids’ ages 5 – 15 from 6:30am to 6:30pm. The YMCA will also provide breakfast and lunch. Parents are responsible for providing two snacks daily.

SECTION 3: TERM

This MOA shall become effective upon execution by all parties and remain in effect until May 31, 2021, unless terminated by one of the parties as provided below. Amendments may be added to this document regarding future services including but not limited to Sports, After School, Exercise classes.

The City may terminate this Contract for cause upon ten (30) days prior written notice to the YMCA of its default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

This MOA may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail to the address listed above.

All parties may request changes to this agreement at any time by written notice to the other parties’ signatory of this agreement. Such changes as are mutually agreed upon by and between the parties shall be incorporated in written amendments to this agreement and executed in the same manner as this Agreement. This Agreement may only be modified by an instrument in writing executed by the City and YMCA. The parties agree to cooperate with each other by executing such documents as may be necessary to evidence such mutually agreeable modifications and refinements.

SECTION 4: ROLES AND RESPONSIBILITIES OF THE PARTIES

[2998232/1]

A. YMCA

The YMCA shall:

1. Provide a youth services Summer Camp program for children ages 5-15 from 6:30am – 6:30pm with enriching activities that include S.T.E.A.M. (science, technology, engineering, arts, and math) programming, arts and crafts, physical activities, team building, and character development at a maximum cost of \$90.00 per child beginning on May 26 – July 31st, 2020.
2. Staff the center with a Camp Director and counselors
3. Ensure all staff provides a high level of service has completed a criminal background check and trained in First Aid and CPR.
4. The programs shall be monitored by the YMCA corporate compliance team.
5. Ensure staff receive 10 hours of childcare training per year.
6. Provide a staff to child ratio of 1:15 ages 9-15 and 1:10 ages 5-8.
7. Provide financial assistance to families in need to participate in YMCA programs.
8. Provide breakfast and lunch. Parents are responsible for providing two snacks daily.
9. Summer Camp exemption from Bright from The Start

B. CITY OF STONECREST

The City of Stonecrest shall:

1. Complete all necessary renovations and upgrades to Browns Mill Recreation Center.
2. Maintain Browns Mill Recreation Center in a safe and clean condition.

SECTION 5: INDEMNIFICATION AND HOLD HARMLESS

The YMCA agrees to protect, defend, indemnify, and hold harmless the City, its council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the YMCA. YMCA's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

YMCA further agrees to protect, defend, indemnify, and hold harmless the City, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

SECTION 6: INSURANCE

[2998232/1]

YMCA promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. YMCA will provide a certificate of insurance to the City by August 5, 2019. The certificate of insurance will indicate that YMCA has made The City of Stonecrest an "additional insured" on YMCA's policy with respect to the use by YMCA of the above described premises.

SECTION 7: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

All parties shall comply with all applicable local, state, and federal laws and regulations. Nothing in this Agreement alters, or seeks to alter, the existing statutory authority of the parties under state or federal law. If any of the provisions of this Agreement are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 8: RIGHTS IN DOCUMENTS, MATERIALS, AND DATA PRODUCED

For the purposes of this agreement, 'data' includes, but is not limited to, writings, sound recordings, photographs, films, videotapes, or other graphic representations and works of a similar nature. The parties shall have the right to use same without restriction or limitation and without compensation to the other parties of the agreement.

SECTION 9: COUNTERPARTS

This MOA may be executed by any number of counterparts with the same effect as if all the Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart; Upon written permission by parents and according to bright from the Start rules and regulations.

SECTION 10: RENT

Operator shall pay the City the Percentage Rent, without deduction, offset, prior notice, or demand, as follows:

(A) Commencing at the end of the third calendar quarter of 2020 and continuing quarterly at the end of each third quarter annually throughout the term of this Agreement, Operator shall pay the City for the Brown's Recreation Center at the times and in the manner specified within this Agreement a Percentage Rent of 10% of Operators gross revenues from the Summer Camp program for the applicable quarterly period by a factor of 10 percent (10%). The Percentages Rent shall be paid at the end of the third calendar quarter of each year, in arrears within forty-five (45) days following the end of each third calendar quarter. The Percentage Rent shall be calculated, and paid percentage rent received from the Operator into two separate and newly created capital improvement reserve accounts ("Reserve Accounts") which shall be used solely by the City for capital improvement and major repairs within Brown's Mill Recreation Center. Use of this Reserve Account to improve and repair the Brown's Mill Recreation Center will be done in collaboration and coordination with the Operator

SECTION 11: RECORDS, REPORTS, AUDITS

(A) Gross Revenues Statements from Summer Camp within sixty (60) days following the end of the operating Summer during the Term. Operator shall furnish the City with an audited statement of Operator's Summer gross revenues for Summer Camp.

(D) Audit Procedures. The City shall be entitled to question at any time and from time to time during the Term of this Agreement, the sufficiency or accuracy of any Summer Gross Revenues Statements.

Counterpart 1 of 2 to the Memorandum of Agreement

Witness:

City of Stonecrest, Georgia

Municipal Clerk

Jason Lary, Sr., Mayor

Date

Approved as to Form:

Recommended:

Approved:

South DeKalb Family YMCA
Metropolitan Atlanta YMCA

Attested

Title: _____
Date: _____



CITY COUNCIL AGENDA ITEM

SUBJECT: URA Plans Resolution

☐ ORDINANCE ☐ POLICY ☐ STATUS REPORT
☐ DISCUSSION ONLY ☐ RESOLUTION ☐ OTHER

Council Meeting: 2/10/2020

SUBMITTED BY: Plez Joyner, Deputy City Manager

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Approval

RESOLUTION APPROVING URBAN REDEVELOPMENT PLANS

WHEREAS, pursuant to Chapter 61 of Title 36 of the Official Code of Georgia Annotated, entitled the “Urban Redevelopment Law,” as amended (the “Urban Redevelopment Law”), the City Council of the City of Stonecrest (the “City”) held public hearings on February 10, 2020 on (1) a proposed urban redevelopment plan entitled “The City of Stonecrest City Hall Urban Redevelopment Plan” and (2) a proposed urban redevelopment plan entitled “The City of Stonecrest Government Complex Urban Redevelopment Plan” (each an “Urban Redevelopment Plan” and collectively the “Urban Redevelopment Plans”), copies of which are on file with the City; and

WHEREAS, public notice of such public hearings was published in (1) The Champion Newspaper, a newspaper having a general circulation in the area of operation of the City, on February 6, 2020 and (2) the On Common Ground News, a newspaper having a general circulation in the area of operation of the City, on January 31, 2020, and proof of such publication is on file with the City; and

WHEREAS, the City has prepared and adopted a general plan for the physical development of the City as a whole (giving due regard to the environs and metropolitan surroundings) (the “General Plan”) pursuant to the Urban Redevelopment Law; and

WHEREAS, no families will be displaced from the urban redevelopment areas described in the Urban Redevelopment Plans, and therefore no method for relocation of such families need be provided; and

WHEREAS, each Urban Redevelopment Plan conforms to the General Plan; and

WHEREAS, each Urban Redevelopment Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the urban redevelopment area described in each such Urban Redevelopment Plan by private enterprise; and

WHEREAS, each Urban Redevelopment Plan constitutes an appropriate part of the City’s workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of pockets of blight, to encourage needed urban rehabilitation, and to provide for the redevelopment of pockets of blight, all as set forth in the Urban Redevelopment Law; and

WHEREAS, after careful study and investigation, the City desires to approve each Urban Redevelopment Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Stonecrest, that all statements, findings, and recitations set forth in the above and foregoing preambles are hereby determined and declared to be true and correct.

BE IT FURTHER RESOLVED that each Urban Redevelopment Plan and the urban redevelopment projects set forth therein are hereby approved.

BE IT FURTHER RESOLVED that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

BE IT FURTHER RESOLVED that this resolution shall be effective immediately upon its adoption by the City Council of the City.

PASSED, ADOPTED, SIGNED, APPROVED, and **EFFECTIVE** this 10th day of February 2020.

CITY OF STONECREST

(SEAL)

By: _____
Mayor

Attest:

City Clerk

CITY CLERK'S CERTIFICATE

I, **MEGAN REID**, the duly appointed, qualified, and acting City Clerk of the City of Stonecrest (the "City"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on February 10, 2020 by the City Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of __ Yea and __ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

GIVEN under my hand and the seal of the City, this 10th day of February 2020.

(SEAL)

City Clerk, City of Stonecrest