



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 24, 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
 - b. Approval of the February 10, 2020 Special Called Meeting Minutes
 - c. Approval of the February 10, 2020 Council Meeting Minutes
 - d. Approval of the February 13, 2020 Special Called Meeting Minutes
- VII. PRESENTATIONS:**
 - a. Mayor Jason Lary
- VIII. APPOINTMENTS:**

CONSENT AGENDA

- a. **Development Authority**
- b. **2020 Complete Count census Committee**
- c. **Post Office Committee**
- d. **Public Safety Committee**

- e. **Parks Committee**
- f. **SPLOST Citizens Oversight Advisory Committee**
- g. **Film Committee**
- h. **Education Committee**
- i. **Sports Authority Committee**
- j. **Commercial Industrial District Committee (CID)**
- k. **Browns Mill-Panola Overlay Committee**
- l. **Stonecrest Technology Committee**
- m. **Stonecrest Connect Committee**

IX. PUBLIC COMMENTS

X. PUBLIC HEARINGS:

- a. Ordinance for Rezoning Application RZ-19-010/SLUP-19-009

XI. NEW BUSINESS:

- a. Annexation

XII. OLD BUSINESS:

- a. Tax Anticipation Note
- b. Urban Redevelopment Agency
 - i. Bond Schedule
 - ii. Appoints
 - 1. Chair
 - 2. Vice Chair
 - 3. Secretary
- c. Final Plat of Flat Rock Hills Phase 2B
- d. MOA for Summer Camp Services
- e. P&R camera system at Browns Mill Recreation & Aquatic Centers, License plate reader at Five (5) Park Facilities
- f. SLUP-19-007- 3620 Klondike Road

XIII. EXECUTIVE SESSION:

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.

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

Agenda Item VI

January 27, 2020- Regular City Council Meeting Minutes

February 10, 2020- Special Called Meeting Minutes

February 10, 2020- Regular City Council Meeting Minutes

February 13, 2020- Special Called 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 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

SPECIAL CALLED MEETING MINUTES

February 10, 2020

4:30 p.m.

3120 Stonecrest Blvd. Suite 190

Stonecrest, Georgia

I. CALL TO ORDER: Mayor Jason Lary

ROLL CALL: All members present.

II. AGENDA ITEMS

1. Excused absences

There was much discussion regarding excusing absences and if the council was able to retroactively excuse absences.

Motion 1- was made by Council Member Rob Turner to excuse the 2 absences that Council Member Jazzmin Cobble missed on 09/23/2019 and 10/14/2019 and was seconded by Council Member George Turner.

There was much discussion by Mayor and Council as to who could vote on this issue. City Attorney Winston Denmark advised against voting on this issue.

Motion failed 2-2 Council Member Rob Turner and Council Member George Turner voted yay. Mayor Jason Lary and Council Member Jimmy Clanton voted nay. with Council Member Jazzmin Cobble and Council Member Tammy Grimes abstaining.

Motion 2- was made by Council Member George Turner to make a substitute motion that if a Council Member attends one-third of the meetings that the attendance threshold has been met and was seconded by Council Member Rob Turner.

Motion not eligible to be voted on since it was not an item on the agenda.

2. Withdrawal of Lawsuit

There was no action taken since there weren't any lawsuits filed.

III. ADJOURNMENT:

Motion 3- was made by Mayor Jason Lary to adjourn the Special Called Meeting and a second was provided by Council Member Jimmy Clanton.

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

CITY COUNCIL MEETING MINUTES

February 10, 2020

7:00 p.m.

3120 Stonecrest Blvd. Suite 190

Stonecrest, Georgia

I.

II. CALL TO ORDER: Mayor Jason Lary

III. ROLL CALL: All members present.

IV. INVOCATION: Invocation was led by Council Member Rob Turner.

V. PLEDGE OF ALLEGIANCE

VI. APPROVAL OF THE COUNCIL AGENDA:

Motion 1- was made by Council Member George Turner to approve the agenda with the addition of adding the Flat Rock Development Plat Approval and was seconded by Council Member Jimmy Clanton.

Meeting cancelled at 7:06 p.m. due to lack of quorum.

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

SPECIAL CALLED MEETING MINUTES

February 13, 2020

4:30 p.m.

3120 Stonecrest Blvd. Suite 190

Stonecrest, Georgia

I. CALL TO ORDER: Mayor Jason Lary

ROLL CALL: All members present.

II. AGENDA ITEMS

1. Tax Anticipation Note

There was much discussion regarding the need for the Tax Anticipation Note to close on the Sam's property by March 2, 2020.

Motion 1- was made by Mayor Jason Lary to authorize staff to move forward with obtaining a Tax Anticipation Note and to extend the closing date for Sears and the motion was seconded by Council Member Jimmy Clanton.

Motion passed unanimously.

III. ADJOURNMENT:

Motion 3- was made by Mayor Jason Lary to adjourn the Special Called Meeting and a second was provided by Council Member Jimmy Clanton.

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

Consent Agenda
Agenda Item VIII

Development Authority

1. Jimmy Clanton, Post 1
2. Jeff Dickerson- Alternate

2020 Complete Count Census Committee

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

Post Office Committee

1. George Turner, Post 4
2. Tammy Grimes, Post 5
3. Clarence Robinson
4. Terry Lee
5. Adrion Bell
6. Eric Hubbard
7. Shenita Johnson

Police Advisory Committee

1. Mayor Jason Lary
2. Rob Turner, Post 2
3. Barbara Hall
4. Adrion Bell
5. Eldron Bell
6. Chief Billy Grogan
7. Chief Keith Meadows
8. Antonio Render
9. District 3 Representative
10. Michael Williams

Parks Committee

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

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

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. Victoria Turner
10. District 5 Representative

Education Committee

1. Tammy Grimes, Post 5
2. Jazzmin Cobble, Post 3
3. Dr. Barbara Lee
4. Vickie Turner
5. Bernard Smith
6. District 3 Representative

Sports Authority Committee

1. Jimmy Clanton, Post 1
2. Mayor Jason Lary
3. Brandon Riley
4. Plez Joyner
5. District 3 Representative
6. Tony Strozier

Commercial Industrial District Committee (CID)

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

Browns Mill-Panola Overlay Committee

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

Stonecrest Technology Committee

1. Mayor Jason Lary
2. Jimmy Clanton, Post 1
3. Bill Bruckner
4. Plez Joyner
5. Calvin Lawrence
6. Sean Jones

Stonecrest Connect Committee

1. Mayor Jason Lary
2. Jimmy Clanton, Post 1
3. Matt Hampton
4. Ravonda Cosby
5. Bernard Knight
6. Jetha Wagner
7. Plez Joyner
8. Kelly Jordan

Public Hearing

Agenda Item X

RZ-19-010/SLUP-19-009

Applicant Requesting Withdrawal of Application

February 11, 2020

VIA: E-MAIL

Chris Wheeler
City of Stonecrest Planning and Sustainability
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038

RE: Request for Withdrawal Without Prejudice of Rezoning Application (RZ19-000010) and Special Land Use Permit Applications (~~SLU19-000010~~ & ~~SLU19-000011~~) for 3332 Turner Hill Road

SLUP-19-009

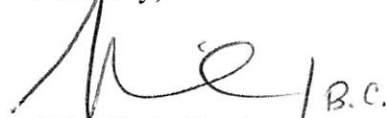
Dear Chris,

On behalf of the applicant, Brownsmill Enterprises Corporation, I am hereby requesting a withdrawal without prejudice of Rezoning Application (RZ19-000010) and Special Land Use Permit Applications (SLU19-000010 & ~~SLU19-000011~~) for 3332 Turner Hill Road.

SLUP-19-009

Feel free to contact me with any questions regarding this request.

Sincerely,



Michèle L. Battle



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

RZ-19-010/SLUP-19-009

Planning Commission February 4th, 2020 / Mayor and City Council Meeting February 24th, 2020

GENERAL INFORMATION

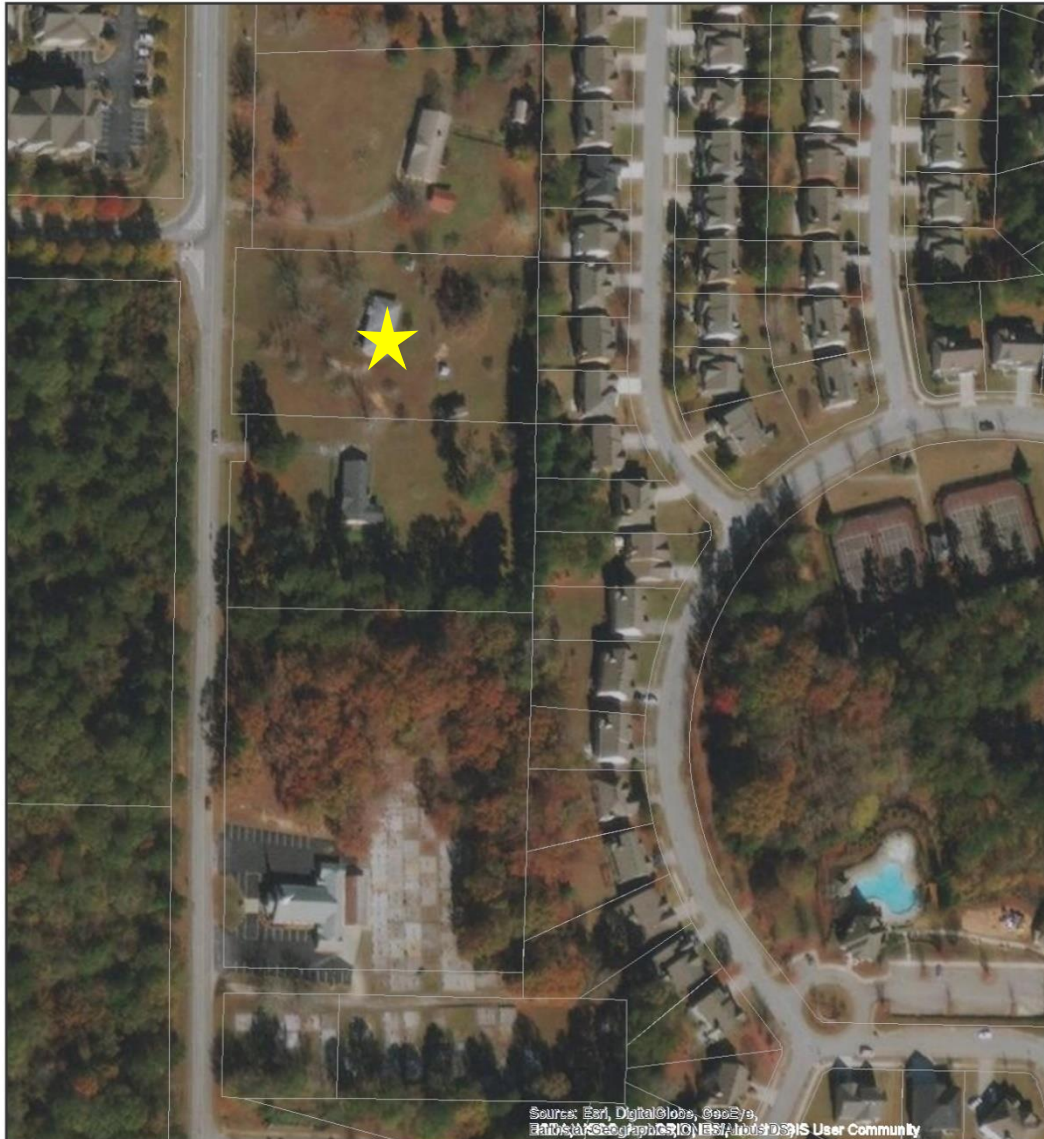
Petition Number:	RZ-19-010 / SLUP-19-009
Applicant:	Brownsmill Enterprises c/o Battle Law
Owner:	Macie Turner
Project Location:	3332 Turner Hill Road
District:	District 1
Acreage:	1.66 acres
Existing Zoning:	R-100 (Residential Med Lot) District
Proposed Zoning:	Neighborhood Shopping District
Comprehensive Plan Community: Area Designation	Urban Neighborhood
Proposed Development/Request:	The applicant is requesting to rezone the subject properties from R-100 to NS (Neighborhood Shopping) and Special Land Use permit for the development of 16,000 square foot retail center with convenience store with the accessory fuel pump and alcohol outlet.
Staff Recommendations:	Approval with Conditions RZ-19-010 and DENIAL of SLUP-19-009



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

RZ-19-010/SLUP-19-009

Aerial Map



ZONING CASE: **RZ-19-010 /SLUP-19-009**

ADDRESS: **3332 Turner Hill Road**

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

FUTURE LAND USE: **Urban Neighborhood**



Subject Property

0 0.025 0.05 mi



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

RZ-19-010/SLUP-19-009

Zoning Map



ZONING CASE: **RZ-19-010 /SLUP-19-009**

ADDRESS: **3332 Turner Hill Road**

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

FUTURE LAND USE: **Urban Neighborhood**



Subject Property

0 0.025 0.05 mi



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

RZ-19-010/SLUP-19-009

PROJECT OVERVIEW

Location

The subject property is located at 3332 Turner Hill Road. The property is approximately 2,644 feet south of Turner Hill Road and Mall Parkway intersection.

The property is bounded by Turner Hill Road to the west, by an undeveloped parcel to the north, an undeveloped parcel to the south and residential subdivision (Parks of Stonecrest) to the east.

The property is within approximately 300 feet of the property line of the Turner Hill Baptist Church. The applicant will have to submit an legal survey to the city before an alcohol license is issued showing it meets the minimum distance required by the Alcohol ordinance.



Background

Currently, the property has kept its original zoning classification of R-100 under Stonecrest Zoning Ordinance but original was in the Stonecrest Tier IV Overlay. The property was removed during the November 25th City Council Meeting.

The property has an existing detached single-family home located on the property. The topography of the property is characterized as being even throughout.





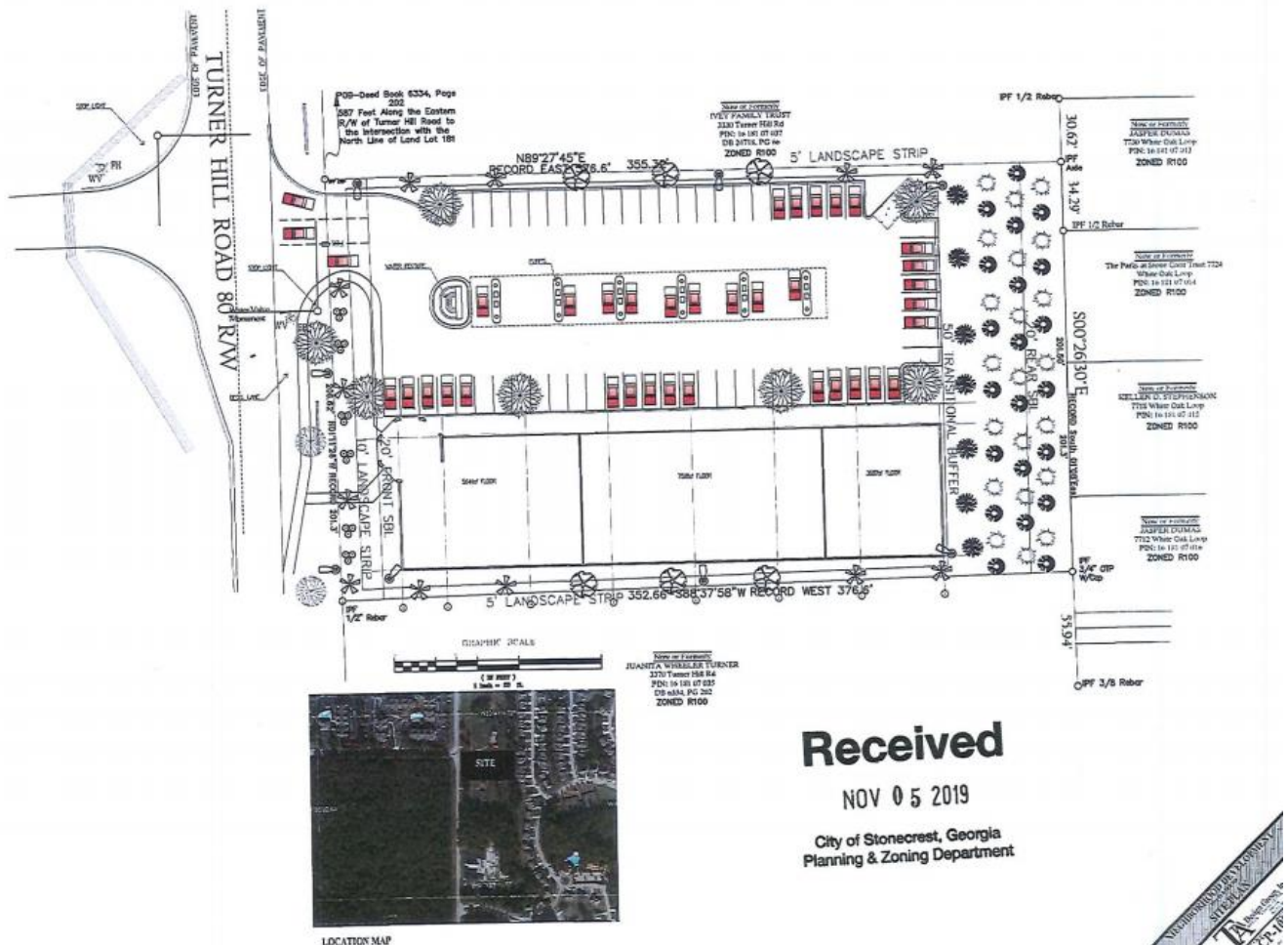
PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

RZ-19-010/SLUP-19-009

Rezoning Request

The applicant is requesting to rezone the subject property from R-100 to NS (Neighborhood Shopping) District for the development of a 16,000 square foot retail center. The retail center will include a convenience store with accessory fuel pumps and alcohol outlet for beer and wine sales. The applicant has submitted a second application (SLUP) for the convenience store with accessory fuel pumps and alcohol outlet sales for beer and wine.

Conceptual Site Plan





PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

RZ-19-010/SLUP-19-009

Proposed Elevations

NOV 05 2019
City of Stonecrest, Georgia
Planning & Zoning Department



Public Participation

Property owners within 500 feet of subject property were mailed notices of the proposed rezoning in January. The community meeting was held on January 22nd, 2020, at 6:30 pm at Stonecrest City Hall chambers, Stonecrest Georgia 30038. Several residents show up at the community meeting regarding the rezoning application and special land use permit application. There were several concerns from residents regarding traffic and type of business at the subject property and stormwater concerns.



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

RZ-19-010/SLUP-19-009

STANDARDS OF REZONING REVIEW

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

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

As shown in the table below, the subject property is surrounded by low to medium density housing. * Please see the map below table

Adjacent & Surrounding Properties	Zoning (Petition Number)	Land Use	Density Non-Residential (SF/Acre) Residential (Units/Acre)
Applicant	Proposed: NS	Commercial	16,000SF/Acre
Adjacent: North	R-100 (Residential Med Lot)	Residential (Detached Single Family Home)	1.0 unit/acre
Adjacent: West	C-1 (Local Commercial)	Residential (Wesley Crest Apartments)	n/a
Adjacent: East	RSM (Small Lot Residential Mix)	Residential (Parks of Stonecrest)	4-8 units/acre
Adjacent: South	R-100 (Residential Med Lot)	Residential (Detached Single-Family Home)	1.0 units/acre
Nearby: South	R-100 (Residential Med Lot)	Institutional (Turner Hill Baptist Church)	n/a

The proposed change in zoning would permit a use that would be suitable in view and development of the nearby properties. The neighborhood shopping zoning district is intended to be convenient commercial development for the Urban Neighbor Hood Character area.

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

The subject property is located within the Urban Neighborhood character area of the Stonecrest Comprehensive Plan. The character area intends to limit small-scale goods and services to meet the needs of the surrounding residents.



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

RZ-19-010/SLUP-19-009

The proposed zoning is in an area transitioning from low-density housing to medium density housing. The current character of the area shows many of the surrounding properties to be single-family detached. The proposed zoning change and development of commercial retail would be in keeping with the policy and intent of the comp plan.

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

The property is currently zoned R-100, which permits the development of detached single-family home development with a minimum lot size of 15,000 square feet. The property does not have reasonable economic use as currently zoned. The property sits along Turner Hill Road, which is a minor arterial road in a neighborhood that has evolved from a less traditional community into more medium-density zoning.

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

The proposed zoning proposal is not anticipated to have a negative impact on the existing use or usability of adjacent or nearby properties. Staff believes the suggested zoning for commercial retail would complement the area by allowing the surrounding residential development access to small scale goods and services.

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

There are no changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal. There are existing conditions that would provide supporting grounds for approval of the zoning change as the properties located to the north are single-family detached homes that are for sale.

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

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

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

Access to the property will be Turner Hill Road, which is a minor arterial road that staff believes would have the traffic capacity to handle the volume of traffic generated by the zoning change. The zoning proposal will not cause an excessive or burdensome on utilities as Dekalb County believes the property has the sewer capacity for commercial development. The proposed use will not have harmful or oppressive use of schools.

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



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

RZ-19-010/SLUP-19-009

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

**The applicant submitted special land use permit application in support of the request zoning change for a specific use.*

CRITERIA OF REVIEW

Section 7.4.6 of the Stonecrest Zoning Ordinance list nineteen factors to be considered in a technical review of a special land use permit completed by the Community Development Department and Planning Commission. Each criterion is listed with staff analysis.

- A. Adequacy of the size of the site for the use contemplated and whether or not the adequate land area is available for the proposed use including the provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located.**

The approximately 16,000 square foot residence on 1.66 acres is adequate for the operation of a retail shopping center with a convenience store with accessory fuel pumps.

- B. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district.**

The proposed convenience store with accessory fuel pumps is not compatible with the adjacent properties and land uses in the district. Staff believes a convenience store or neighborhood retail would be compatible with the surrounding land uses, however a convenience store with fuel pumps would not fit the character of the area and would best be located at roadway intersection located closer to more commercial development.

- C. Adequacy of public services, public facilities, and utilities to serve the proposed use.**

There are adequate public services, public facilities, and utilities to serve the proposed use.

- D. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area.**

Turner Hill Road classified as minor arterial, and the Planning Staff believes little or no impact on the public streets or traffic in the area.

- E. Whether existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use.**

The existing land use located along the access routes to the site would not be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use. Turner Hill Road is a minor arterial road that is designed to handle a commercial development.



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

RZ-19-010/SLUP-19-009

- F. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of a fire or another emergency.**

The existing subject property can be accessed by vehicles via an existing curb cut with a driveway on Turner Hill Road. Emergency vehicles can access the site from the existing driveway.

- G. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use.**

The proposed use may create an adverse impact upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use. The applicant has submitted a proposed site plan showing a transitional buffer between the development and the adjoining single-family homes located to the east of the subject property.

- H. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use.**

The proposed use will create an adverse impact upon any adjoining land use by reason of the hours of operation of the proposed use. The subject property abuts to single-family residential homes. Staff believes limiting the hours of the proposed use would minimize the negative impact on the residential homes. The applicant has state hours of operation would be from 7am to 11pm daily. Staff deems the proposed hours to be reasonable.

- I. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use.**

The operation of the convenience store could create an adverse impact upon any adjoining land use by reason of the manner of operation of the proposed use. Staff believes the nature of proposed could negatively affect the adjoining property located to the east of the subject property.

- J. Whether the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located.**

The proposed use is otherwise consistent with the requirement of the zoning district classification in which the use is proposed to be located.

- K. Whether the proposed use is consistent with the policies of the comprehensive plan.**

The proposed use is not consistent with the policies of the comprehensive plan. Staff believes the convenience store with accessory fuel pumps is not the intended small-scale convenience goods or services meant for the area. Staff believes the proposed use would be more suitable in a neighborhood focal point or Neighborhood Center Character area.



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

RZ-19-010/SLUP-19-009

- L. Whether the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located.**

The proposed use does provide for all required buffer and transitional buffers required by the zoning district. Submitted by the applicant, the proposed site plan indicates a transitional buffer located to the east of the subject property.

- M. Whether there is adequate provision of refuse and service areas.**

An adequate refuse and service area will be provided by the applicant.

- N. Whether the length of time for which the special land use permit is granted should be limited in duration.**

Staff believes there is not a compelling reason to limit the special land use duration as the applicant.

- O. Whether the size, scale, and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale, and massing of adjacent and nearby lots and buildings.**

The proposed convenience store with accessory fuel pumps has the appropriate structure, which is consistent in size, scale, and massing with adjacent and surrounding buildings in the area.

- P. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources.**

This use will not adversely affect any historic buildings, sites, districts, or archaeological resources.

- Q. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permits.**

The proposed use submitted site plan submitted to staff has met all the requirements within the supplemental regulation Sec 4.2.28 set forth by the zoning ordinance.

- R. Whether the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height.**

The proposed development would not exceed the height of nearby residential structures. The proposed building would be similar to the height abutting the property and shorter than the multifamily development located to the west of the development. There will be no negative shadow impact on any adjoining lot.

- S. Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.**



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

RZ-19-010/SLUP-19-009

The proposed convenience store with accessory fuel pumps would not be consistent with the needs of the neighborhood or the community as a whole. With the closing of a nearby convenience store (Rite Aid), which provides small scale goods and services, staff believes a similar use of a convenience store without accessory fuel pumps such as Walgreen, CVS, and Rite Aid would fit the needs of the community.

STAFF RECOMMENDATION

Staff recommends **DENIAL** of SLUP-19-009 and **APPROVAL** of RZ-19-010, **subject to the following conditions:**

1. The use of the Subject Property for any of the following shall be strictly prohibited:
 - a. A child's daycare center and/or kindergarten.
 - b. Barbershop / Beauty Salon or similar establishments.
 - c. Gold-Buying establishment.
 - d. Restaurant with a drive-through.
 - e. Nightclub.
 - f. Skating rink; and
 - g. indoor and/or outdoor recreation.
2. The site shall be developed in general conformance with the site plan *minus fuel pumps* received by the City on Nov 5th, 2019.
3. Exterior elevations shall be similar to the elevations received by the City on Nov 5th, 2019. Final elevations shall be subject to review and approval of the Planning and Zoning Director.
4. Owner/Developer shall install a five-foot (5') wide sidewalk along the entire frontage of Turner Hill Road.
5. Owner/Developer shall dedicate additional right-of-way along the entire frontage of Turner Hill Road to provide a minimum of fifty feet (50') from the road centerline, twelve feet (12') from the back of curb, or two feet (2') from the future back of the sidewalk, whichever is greater.
6. Owner/Developer shall obtain all permits required by the City of Stonecrest in accordance with the development of the subject property.

New Business

Agenda Item XI.

a. Annexation

**REPORT OF THE GEORGIA HOUSE ANNEXATION, DEANNEXATION, AND
INCORPORATION STUDY COMMITTEE**

COMMITTEE MEMBERS:

**Honorable Jan Tankersley, Chair
Representative, District 160**

**Honorable Ed Rynders
Representative, District 152**

**Honorable Tom Taylor
Representative, District 79**

**Honorable Mary Margaret Oliver
Representative, District 82**

**Honorable Beth Beskin
Representative, District 54**

TABLE OF CONTENTS:

- I. Introduction**
- II. Executive Summary**
- III. Findings**
- IV. Recommendations**

III. FINDINGS

This committee recognizes local government authority comes with multiple benefits to Georgia. To understand the process, opportunities, and challenges the committee heard testimony from experts on local government policy. Discussion from the committee focused on different strategies and approaches to the development of county and municipal government.

Annexation

Traditionally, annexations in Georgia have been accomplished by local act of the General Assembly. Local legislation amends the charter of the city to extend the corporate limits and include territory adjacent to the city once approved by referendum. Dillon's Rule states that municipalities can exercise only the powers that the state specifically grants and only if those powers are lawfully granted.¹⁰ Municipal governments use annexation as part of a long-term growth strategy and to accommodate or control urban expansion. Benefits of annexation include contiguity, land management, environmental protection, economic interests, expanding the tax base and promoting economic growth.

In counties that provide few services or low levels of service, annexation alleviates public pressure to supply urban services that are already available from a municipality. For property owners, annexation may offer the opportunity to receive services, or a higher level of service, not currently available from the county. Others may consider the new services to be unequal to the increased tax burdens and may oppose annexation proposals. Urban counties may face more complicated issues than rural counties such as zoning regulations and changes in land use. Annexation laws in Georgia provide methods which require the consent of at least a majority of the citizens living in an area to be annexed into a city.

The 100 percent method allows a city to annex qualified parcels if it receives approval from all property owners in the proposed annexed area. This law is a common technique of annexation that must have city council support. In the past, a city could use the "spoke" method that takes place along the length of a road, river, or right-of-way to reach a desirable piece of property distant from the boundary of the city if the county agrees. As of 2000, either one-eighth of the area boundary or 50 feet of the area to be annexed must directly touch the municipality in order to legitimately change city boundaries.

¹⁰ John Forrest Dillon, *The Law of Municipal Corporations*, 1872

The 60 percent method allows municipalities with populations of at least 200 the power of annexation under the following requirements:

1. The application for annexation must be signed by the owners of not less than 60 percent of the property sought to be annexed, by acreage.
2. Not less than 60 percent of the electors living in the area must sign the application for annexation.
3. The municipality must prepare a plan for extending municipal services to the area annexed.

Property owners or voters may request a Superior Court declaratory ruling on the legitimacy of the annexation ordinance. The city council must also approve the annexation.

To utilize the *Resolution and Referendum method*, municipalities must hold a public hearing, present the annexation and service plan to the residents of both the unincorporated area and the city, adopt a resolution annexing the area, and hold a referendum in the area proposed to be annexed. Georgia law requires the annexing municipality to create a basic plan for extending police and fire protection, garbage, water, sewer, and street maintenance services to the annexed area on substantially the same basis and in the same manner as they were required to before the annexation.¹¹ The area must be adjacent or connecting to the city's boundaries and at least one-eighth of the aggregate external boundaries of the area must coincide with the city's boundary. No part of the area may be in another city or county and no part of the area may be receiving water, sewer, police, or fire protection from any unit of government other than the annexing city, unless an intergovernmental agreement is established. This method is applicable for urban areas with a population density of at least two persons per square acre.¹²

In 1992, the Georgia General Assembly enacted an additional method of annexation to address the issue of unincorporated islands. To improve service-provisions efficiency, municipalities of at least 200 people were permitted to annex unincorporated islands. Georgia cities were permitted to individually annex property without the application of property owners or voters or the provision of a public hearing as long as the property met the definition of an unincorporated island and was contiguous to the annexing city. Cities were prohibited from

¹¹ Official Code of Georgia Annotated O.C.G.A 36-36-51 (4)

¹² Georgia State University, Andrew Young School Fiscal Research Center, Report on Laws of Incorporation and Annexation of Georgia Municipalities, 2014

creating new unincorporated islands by any future annexations or deannexations. Municipalities have the discretion to annex unincorporated islands, but are not obligated to do so.¹³ If more than one city surrounds an unincorporated island, then the city with the largest percentage along its external border is permitted to annex the area unless a different agreement is created with another city.

Annexation laws do have requirements and restrictions relative to when annexations become effective and require the annexing municipality to provide maps and surveys of the annexed area to both the Secretary of State and the county governing authority. Municipalities must acquire any county-owned property or facilities within an annexed area if the property or facility is no longer usable for service to the county as a result of the annexation. Furthermore, the municipality must assume ownership, control, care and maintenance of a county right-of-way when it annexes land on both sides of the right-of-way, unless the city and county agree on different arrangements.

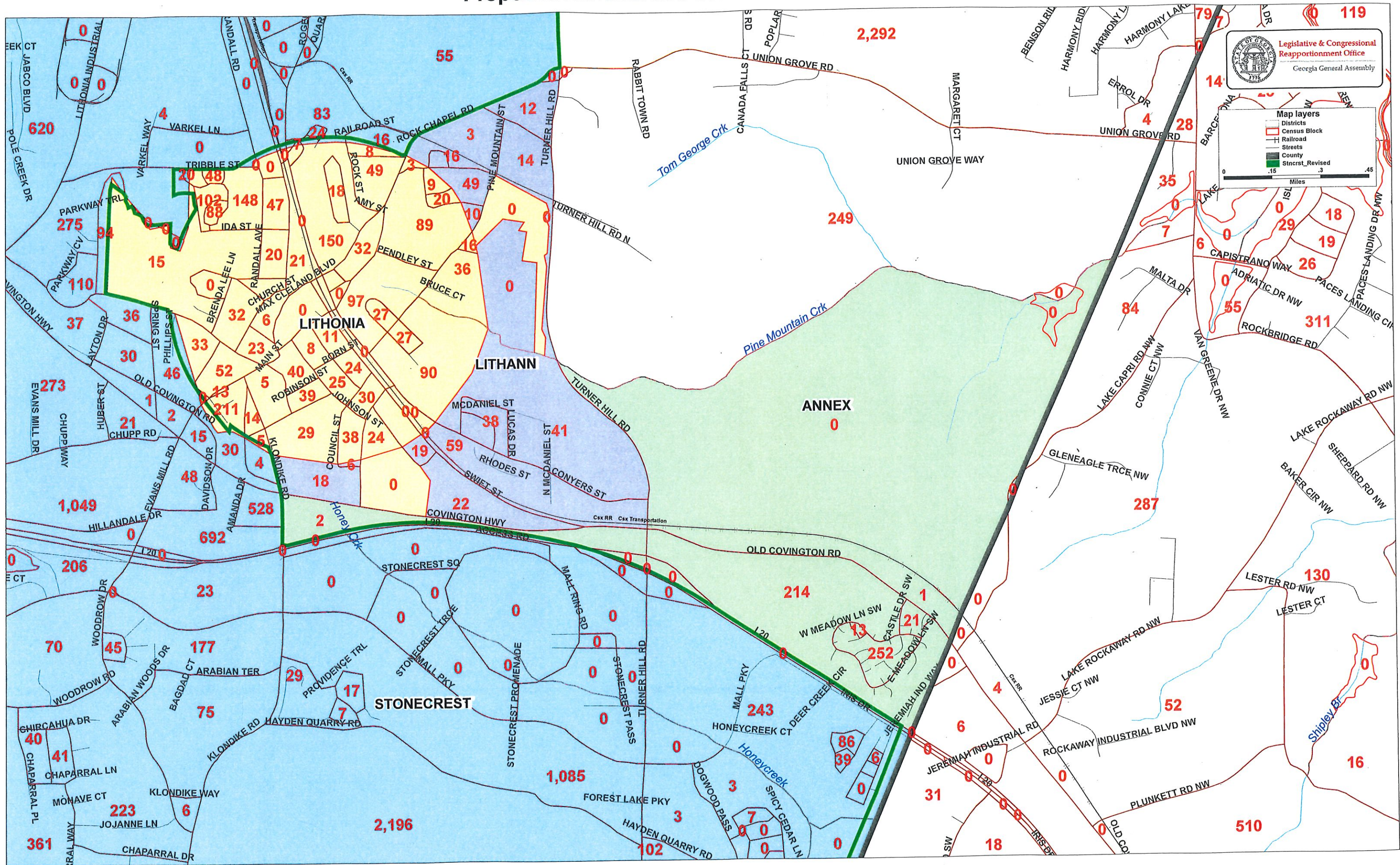
Since 2007, a county may object to an annexation if there is clear evidence there will be an increase burden on the county due to planned changes in zoning or land use. Other reasons for a county objection include possible increase in density and greater infrastructure demands. One problem that arises in annexations is when an area is designated as residential and suddenly becomes commercial when the city takes control. Another problem is that some counties and cities have had difficulty coming up with a procedure to resolve land use disputes. However, objections do not apply to annexations by local act of the General Assembly which may inspire this annexation method to circumvent county objections.

Local legislation that proposes an annexation where more than half of the acreage annexed is property less than five acres containing a house may not have a requirement for a referendum. If the proposed annexed area has more than 500 people or more than 3 percent of the city's population, then the local legislation must require a referendum to approve the proposed annexation. When a city proposes the annexation, it is required to pay for the cost of the referendum.¹⁴ Before the annexation takes place, the city must provide zoning for the annexed property after the city receives notice of intention to introduce local legislation on the proposed annexation from the General Assembly.

¹³ Official Code of Georgia Annotated O.C.G.A 36-36-92

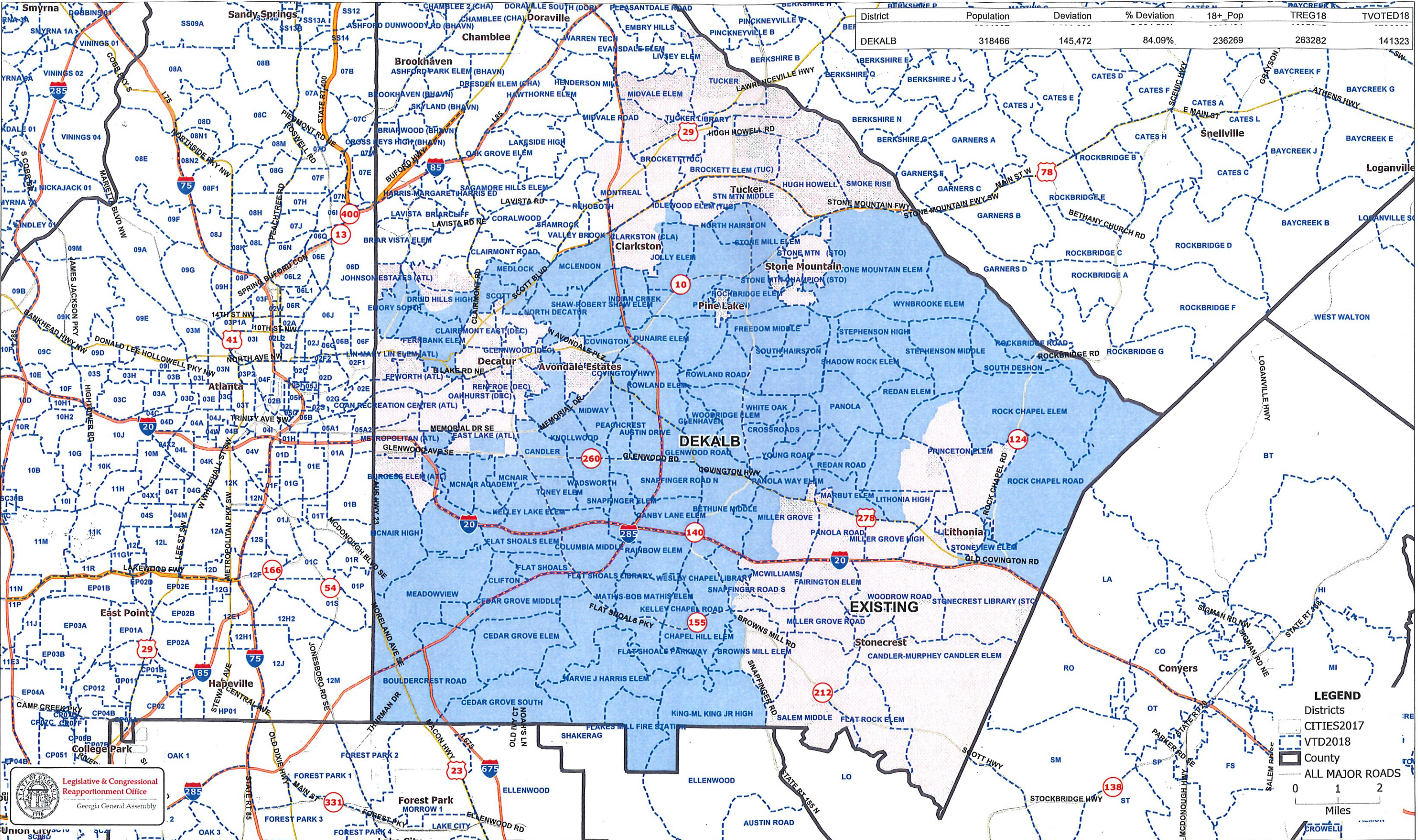
¹⁴ Official Code of Georgia Annotated O.C.G.A 36-36-7

Proposed Lithonia and Stonecrest Annexation



Proposed City of DeKalb

Client: S010
Plan: city-dekalb-2020
Type: Local



Old Business

Agenda Item XII.

a. Tax Anticipation Note

AN ORDINANCE TO PROVIDE FOR OBTAINING A TEMPORARY LOAN TO PAY CURRENT EXPENSES OF THE CITY OF STONECREST IN CALENDAR YEAR 2020; TO PROVIDE FOR THE ISSUANCE AND SALE OF ITS TAX ANTICIPATION NOTE TO EVIDENCE SUCH LOAN; TO SPECIFY THE DATE AND THE RATE OF INTEREST THE NOTE SHALL BEAR; TO PROVIDE FOR THE FORM OF THE NOTE AND FOR THE EXECUTION OF THE NOTE; TO PROVIDE FOR THE PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE; TO PROVIDE FOR THE SOURCE OF PAYMENT OF THE NOTE AND THE INTEREST THEREON; TO AUTHORIZE THE SALE OF THE NOTE TO TRUIST BANK; AND FOR OTHER RELATED PURPOSES.

WHEREAS, pursuant to Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983, the governing authority of the City of Stonecrest (the “City”) is authorized to incur debt by obtaining temporary loans in each calendar year to pay the current expenses of such year; and

WHEREAS, pursuant to this constitutional provision, the aggregate amount of all such temporary loans may not exceed 75% of the total gross income of the City from taxes actually collected in the last preceding year; and

WHEREAS, pursuant to this constitutional provision, no such temporary loan may be obtained when there is a loan then unpaid that was obtained in any prior year under this constitutional provision, nor may the City incur in any one calendar year an aggregate of such temporary loans or other contracts, notes, warrants, or other obligations for current expenses in excess of the total anticipated revenue for such calendar year; and

WHEREAS, all temporary loans obtained by the City in calendar year 2019 and all prior calendar years pursuant to this constitutional provision will be paid in full on or before the issuance and delivery of the tax anticipation note hereinafter authorized; and

WHEREAS, during calendar year 2019, the total gross income of the City from taxes actually collected in calendar year 2019 aggregated not less than \$4,119,582, and the City is accordingly authorized to obtain during calendar year 2020 a temporary loan or loans in an aggregate amount not exceeding seventy-five percent (75%) of such amount (which is \$3,089,686); and

WHEREAS, the total anticipated revenue for calendar year 2020 is not less than \$10,135,900, and to date the City has not incurred in excess of \$1,000,000 aggregate unpaid temporary loans or other contracts, notes, warrants, or other obligations for current expenses; and

WHEREAS, the City Council of the City, after an independent investigation of the present and future needs of the City, has determined that the City should obtain a temporary loan in the principal amount not to exceed \$3,060,000 for the purpose of providing moneys to pay current expenses to be incurred by the City during calendar year 2020; and

WHEREAS, the most feasible method of obtaining this temporary loan is by the issuance and sale of the City’s tax anticipation note for such purpose; and

WHEREAS, the City has solicited bids from various financial institutions for the purchase of not to exceed \$3,060,000 in principal amount of a tax anticipation note hereinafter authorized to be issued, and such tax anticipation note will be sold to Truist Bank (the “Note Purchaser”); and

WHEREAS, as a result of this sale, the tax anticipation note shall bear interest from the dates advances are made at the rate per annum hereinafter set forth, and all interest shall be payable on the date of the payment of the tax anticipation note; and

WHEREAS, the tax anticipation note should now be printed or otherwise reproduced, executed, and thereafter issued and delivered, and it is necessary to adopt a note form, to provide for the execution of the tax anticipation note, and to designate a place for the payment of the principal of and interest on the tax anticipation note; and

WHEREAS, the tax anticipation note, when issued, will constitute an indebtedness of the City that must be paid on or prior to December 31, 2020, and provision should be made for the pledge of the City’s full faith and credit and taxing power to produce moneys in an amount sufficient to provide for the payment of the principal of and interest on the tax anticipation note as the same become due and payable.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Stonecrest, and it is hereby ordained by authority of the same, as follows:

Section 1. As authorized pursuant to the provisions of Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 and Section 36-80-2 of the Official Code of Georgia Annotated, the City of Stonecrest shall obtain a temporary loan in anticipation of the collection of taxes levied or to be levied during calendar year 2020, in a principal amount not to exceed \$3,060,000 pursuant to the terms and conditions hereinafter set forth, to pay current expenses of the City in calendar year 2020.

Section 2. (a) To evidence such temporary loan, there be and there is hereby authorized to be issued a tax anticipation note of the City in the principal amount not to exceed \$3,060,000 to be designated “City of Stonecrest Tax Anticipation Note” (the “Note”), and the Note shall be dated the date of its issuance and delivery, shall be issued only as a single, fully registered note without coupons in the principal amount not to exceed \$3,060,000, shall be numbered R-1, and shall bear interest from the dates advances are made at the rate of 2.10% per annum, payable at maturity and computed on the basis of a 360-day year for the number of days actually elapsed, and the entire principal amount of the Note shall mature on December 31, 2020.

(b) The Note shall be subject to optional redemption by the City prior to maturity, in whole and not in part on any banking day, at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date, but without premium or penalty. As a condition precedent to each optional redemption pursuant to the preceding sentence, the registered owner of the Note shall receive written notice of such optional redemption not less than 30 days and not more than 60 days prior to the date fixed for such redemption. Each such notice shall specify the date of redemption, the principal amount of the Note to be redeemed on such date, and the accrued interest (if the same can be calculated) to be paid on the redemption date with respect to the principal amount being redeemed.

Section 3. (a) The City shall keep at its office a register for the registration and registration of transfers of the Note. The name and address of the registered owner of the Note (the “Noteholder”), each transfer thereof, and the name and address of each transferee of the Note shall be registered in such register. Prior to due presentment for registration of transfer, the person in whose name the Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof (including the receipt of payments of principal of and interest on the Note), whether or not the Note shall be overdue, and the City shall not be affected by any notice or knowledge to the contrary.

(b) Upon surrender of the Note at the office of the City for registration of transfer, duly endorsed or accompanied by a written instrument of transfer duly executed by the registered owner of the Note or its attorney duly authorized in writing and accompanied by the address for notices of each transferee of the Note, the City shall execute and deliver, at its expense (except as provided below), a new Note in exchange therefor, in a principal amount equal to the unpaid principal amount of the surrendered Note. Each such new Note shall be payable to such person as the former Noteholder may request and shall be issued as a single, fully registered note substantially in the form provided in Section 5 hereof. Each such new Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Note or dated the date of the surrendered Note if no interest shall have been paid thereon. The City may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of the Note. The Note shall not be transferred in a denomination of less than the unpaid principal amount of the surrendered Note.

(c) Upon receipt by the City of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction, or mutilation of the Note, and

(1) in the case of loss, theft, or destruction, of indemnity reasonably satisfactory to it (provided that if the Noteholder is, or is a nominee for, the Note Purchaser or another Noteholder with a minimum net worth of at least \$25,000,000, such person’s own unsecured agreement of indemnity shall be deemed to be satisfactory), or

(2) in the case of mutilation, upon surrender and cancellation thereof,

the City at its expense shall execute and deliver, in lieu thereof, a new single, fully registered Note, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed, or mutilated Note or dated the date of such lost, stolen, destroyed, or mutilated Note if no interest shall have been paid thereon.

Section 4. All sums becoming due on the Note for principal and interest shall be paid in lawful money of the United States by the method and at the address specified for such purpose by the Noteholder in writing to the City, without the presentation or surrender of the Note or the making of any notation thereon, except that upon written request of the City made concurrently with or reasonably promptly after payment in full of the Note, the Noteholder shall surrender the Note for cancellation, reasonably promptly after any such request, to the City. Prior to any sale or other disposition of the Note, the Noteholder shall endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon.

Section 5. The Note shall be executed by the Mayor or the Mayor Pro Tempore of the City and attested by the City Clerk or the Deputy City Clerk, and the official seal of the City shall be impressed upon the Note, and the Note shall be substantially in the form hereinafter set forth with such variations, omissions, and insertions as are permitted or required by this Ordinance:

[FORM OF NOTE]

THIS NOTE IS SUBJECT TO AN INVESTMENT LETTER AGREEMENT AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO THE TERMS OF SUCH INVESTMENT LETTER AGREEMENT.

**UNITED STATES OF AMERICA
STATE OF GEORGIA
CITY OF STONECREST
TAX ANTICIPATION NOTE**

Number R-1

Principal Amount Not To Exceed \$3,060,000

Date of Original Issue:

Maturity Date:

Interest Rate:

_____, 2020

December 31, 2020

2.10%

Registered Owner: Truist Bank

KNOW ALL MEN BY THESE PRESENTS THAT the **CITY OF STONECREST** (the “City”), a municipal corporation created and existing under the laws of the State of Georgia, for value received and in consideration of money borrowed, hereby promises to pay to the registered owner shown above, or registered assigns, with option of prior redemption as hereinafter provided, on the maturity date identified above, so much of the principal amount identified above that is advanced to it, as indicated in the Schedule of Advances attached to this Note, together with interest on the unpaid principal amount at the interest rate per annum identified above, from the dates advances are made until the principal amount has been fully paid, such interest being payable upon retirement of this Note and computed on the basis of a 360-day year for the number of days actually elapsed.

All sums becoming due on this Note for principal and interest shall be paid in lawful money of the United States by the method and at the address specified for such purpose by the registered owner of this Note in writing to the City, without the presentation or surrender of this Note or the making of any notation hereon, except that upon the written request of the City made concurrently with or reasonably promptly after payment in full of this Note, the registered owner of this Note shall surrender this Note for cancellation, reasonably promptly after any such request, to the City. Prior to any sale or other disposition of this Note, the registered owner of this Note shall endorse hereon the amount of principal paid hereon and the last date to which interest has been paid hereon.

This Note is the only note of an authorized issue limited in original principal amount to \$3,060,000, authorized by an ordinance duly adopted by the City Council of the City of Stonecrest (the “Governing Body”) on the ____ day of _____ 2020 (the “Note Ordinance”), and in accordance with Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 and Section 36-80-2 of the Official Code of Georgia Annotated, for the purpose of obtaining a temporary loan to pay expenses of the City in calendar year 2020.

This Note is issued in anticipation of the collection of taxes levied or to be levied for the calendar year 2020. The aggregate amount of this Note, together with other temporary loans obtained by the City to pay expenses of the City in calendar year 2020, does not exceed 75% of the total gross income from taxes collected by the City in calendar year 2019 and does not exceed, together with other contracts, notes, warrants, and obligations of the City for current expenses in calendar year 2020, the total anticipated revenues of the City for calendar year 2020.

This Note shall be subject to optional redemption by the City prior to maturity, in whole and not in part on any banking day, at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date, but without premium or penalty. As a condition precedent to each optional redemption pursuant to the preceding sentence, the registered owner of this Note shall receive written notice of such optional redemption not less than 30 days and not more than 60 days prior to the date fixed for such redemption. Each such notice shall specify the date of redemption, the principal amount of this Note to be redeemed on such date, and the accrued interest (if the same can be calculated) to be paid on the redemption date with respect to the principal amount being redeemed.

This Note shall be issued as a single, fully registered note without coupons in the original principal amount not to exceed \$3,060,000. Upon surrender of this Note at the office of the City for registration of transfer, duly endorsed or accompanied by a written instrument of transfer duly executed by the registered owner of this Note or its attorney duly authorized in writing and accompanied by the address for notices of each transferee of this Note, the City shall execute and deliver, at the City's expense (except as provided below), a new Note in exchange herefor, in a principal amount equal to the unpaid principal amount of the surrendered Note. Each such new Note shall be payable to such person as the former registered owner of this Note may request and shall be issued as a single, fully registered note. Each such new Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Note or dated the date of the surrendered Note if no interest shall have been paid hereon. The City may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of this Note. This Note shall not be transferred in a denomination of less than the unpaid principal amount of the surrendered Note.

Prior to due presentment for registration of transfer, the person in whose name this Note shall be registered shall be deemed and treated as the owner and holder hereof for all purposes hereof (including the receipt of payments of principal of and interest on this Note), whether or not this Note shall be overdue, and the City shall not be affected by any notice or knowledge to the contrary.

All borrowings evidenced by this Note, including the date and amount of each advance, shall be endorsed by the registered owner of this Note on the Schedule of Advances attached to this Note; provided, however, that any failure by the registered owner of this Note to endorse such information on such Schedule shall not in any manner affect the obligation of the City to make payments of principal and interest in accordance with the terms of this Note. The City hereby irrevocably authorizes and directs the registered owner of this Note to enter on the Schedule of Advances the date and amount of each advance under this Note.

The City hereby pledges to the registered owner of this Note its full faith and credit and taxing power for the purpose of paying the principal of and interest on this Note as the same become due and payable, as more particularly provided in Section 6 of the Note Ordinance.

The City has designated this Note as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

It is hereby certified, recited, and declared that all acts, conditions, and things required by law to be done precedent to and in the issuance of this Note have been properly done, have happened, and have been performed in the manner required by the Constitution and statutes of the State of Georgia relating thereto; that the tax levies in anticipation of which this Note is issued are or will be valid and legal levies; that the City will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this Note and the interest thereon; and that this Note, together with all other indebtedness of the City, is within every debt or other limit provided by the Constitution and statutes of the State of Georgia.

IN WITNESS WHEREOF, the City of Stonecrest, acting by and through its Governing Body, has caused this Note to be executed in its corporate name by the manual signature of its Mayor and to be attested by the manual signature of its City Clerk, and has caused the official seal of the City to be impressed hereon, all as of the Date of Original Issue set forth above.

CITY OF STONECREST

(SEAL)

By: _____
Mayor

Attest:

City Clerk

REVIEWED BY:

City Attorney

SCHEDULE OF ADVANCES

[illegible]

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned, _____, hereby
sells, assigns, and transfers unto

(Tax Identification or Social Security No. _____)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Note on the
books kept for registration thereof, with full power of substitution in the premises.

Dated: _____
Signature _____

NOTICE: The signature(s) to this assignment must correspond with the name as it appears upon
the face of the within note in every particular, without alteration or enlargement or
any change whatsoever.

[END OF FORM OF NOTE]

Section 6. For the purpose of paying the principal of and interest on the Note as the same become due and payable, the City hereby pledges to the Noteholder its full faith and credit and taxing power for such payment. The City covenants that, in order to pay when due from its general funds to the extent required hereunder, it will exercise its power of taxation to the extent necessary to pay the principal of and interest on the Note when due and will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other sources. The City further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its general revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments of principal of and interest on the Note that may be required to be made when due, whether or not any other sums are included in such measure, until all principal and interest due on the Note shall have been paid in full. The obligation of the City to pay the principal of and interest on the Note shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 6, then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the general funds of the City. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the City shall make such payments of principal of and interest on the Note to the Noteholder if for any reason the payment of such obligations shall not otherwise have been made.

Section 7. The City shall sell the Note to the Note Purchaser for the price of \$3,060,000. The Mayor or Mayor Pro Tempore of the City is hereby authorized to execute and deliver, on behalf of the City, a purchase contract between the City and the Note Purchaser, providing for the sale of the Note. The execution and delivery of a purchase contract by the Mayor or Mayor Pro Tempore of the City shall constitute conclusive evidence of the ratification, confirmation, and approval by the City of the terms and conditions of the purchase contract.

Section 8. The Note shall, in due course, be delivered to the Note Purchaser against payment for the Note.

Section 9. All actions taken or to be taken by the Mayor or Mayor Pro Tempore of the City and by the City Clerk or Deputy City Clerk relating to the authorization, issuance, and sale of the Note shall be, and the same are hereby, ratified, confirmed, and approved.

Section 10. The City recognizes that the purchaser and owner of the Note will have accepted the Note on, and paid for the Note a price that reflects, the understanding that interest on the Note is not included in the gross income of the owner for federal income tax purposes under laws in force at the time the Note shall have been delivered.

The City shall take any and all action that may be required from time to time in order to assure that interest on the Note shall remain excludable from the gross income of the owner of the Note for federal income tax purposes and shall refrain from taking any action that would adversely affect such status.

Prior to or contemporaneously with delivery of the Note, the Mayor or Mayor Pro Tempore of the City and the City Clerk or Deputy City Clerk shall execute a Certificate as to Arbitrage Matters on behalf of the City respecting the investment of the proceeds of the Note. Such certificate shall be a representation and certification of the City, and an executed counterpart thereof shall be delivered to the Note Purchaser. The City shall not knowingly invest or participate in the investment of any proceeds of the Note if such investment would cause interest on the Note to become included in gross income for federal income tax purposes.

The Mayor or Mayor Pro Tempore of the City or the City Clerk or Deputy City Clerk may also execute and deliver, on behalf of the City: (i) such agreements, filings, and other writings as may be necessary or desirable to cause or bind the City to comply with any requirements for rebate under Section 148(f) of the Internal Revenue Code of 1986, as amended (the “Code”), or (ii) such certificate or other writing as may be necessary or desirable to qualify for exemption from such rebate requirements.

The City shall calculate, from time to time, as required in order to comply with the provisions of Section 148(f) of the Code, the amounts required to be rebated (including penalties) to the United States and shall pay or cause to be paid to the United States any and all of such amounts on or before the due date.

The City hereby covenants and agrees that it will not use or permit any use of the proceeds of the sale of the Note, or use or permit the use of any of the facilities being financed thereby, which would cause the Note or any portion thereof to be a “private activity bond” within the meaning of Section 141 of the Code.

The City hereby designates the Note as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code and covenants that the Note does not constitute a “private activity bond,” as defined in Section 141 of the Code, and that not more than \$10,000,000 in aggregate principal amount of obligations the interest on which is excludable from gross income for federal income tax purposes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds, as defined in Section 145 of the Code), including the Note, have been or shall be issued by the City, including all subordinate entities of the City and all entities that issue obligations on behalf of the City, during calendar year 2020.

The covenants, certifications, representations, and warranties contained in this Section 10 shall survive payment in full or provision for payment in full of the Note.

Section 11. The Mayor or Mayor Pro Tempore of the City or the City Clerk or Deputy City Clerk are hereby authorized and directed to execute, for and on behalf of the City, such other agreements, certificates, or documents as may be necessary or desirable in connection with the issuance, sale, and delivery of the Note or the investment of the proceeds of the Note.

Section 12. All ordinances and resolutions, or parts of ordinances or resolutions, if any, in conflict with this Ordinance be and the same are hereby repealed.

PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE this ____ day of
_____ 2020.

(SEAL)

CITY OF STONECREST

Attest:

By: _____
Mayor

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 the ordinance adopted by the City Council of the City at an open public meeting duly called and lawfully assembled at ____ p.m., on the ____ day of _____ 2020, in connection with the authorization of not to exceed \$3,060,000 in original principal amount of the City's Tax Anticipation Note, the original of such ordinance being duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

I do hereby certify that the following members of the City Council were present at such meeting:

Jason Lary
Jimmy Clanton
Rob Turner
Jazzmin Cobble
George Turner
Tammy Grimes

and that the following members were absent:

and that such ordinance was duly adopted by a vote of:

Aye ____ Nay ____.

WITNESS my hand and the seal of the City this the ____ day of _____ 2020.

(SEAL)

City Clerk, City of Stonecrest

Old Business

Agenda Item XII.

b. Urban Redevelopment Agency

i. Bond Schedule

1. **Thursday, February 27** - Publish Notice of Public Hearing on Urban Redevelopment Plans in *On Common Ground* and *The Champion*.
2. **Monday, March 02 at 6:00pm** – Special Called Meeting of City Council to hold public hearing on urban redevelopment plans and adopts resolution approving urban redevelopment plans
3. **Monday, March 02 at 7:00pm** - Special Meeting of Urban Redevelopment Agency to adopt Bond Resolution (URA Meeting after City Council Meeting).
4. **Thursday, March 12** - Publish first validation ad in *On Common Ground* and *The Champion*.
5. **Thursday, March 19** - Publish second validation ad in *On Common Ground* and *The Champion*.
6. **Monday, March 23** - Validation Hearing with Judge.
7. **Monday, March 23** - Pre-Closing.
8. **Monday, March 30** – Closing on Sears

Old Business

Agenda Item XII.

c. Final Plat of Flat Rock Hills Phase 2B



CITY COUNCIL AGENDA ITEM

SUBJECT: Final Plat of Flat Rock Hills Phase 2B

☐ **ORDINANCE** ☐ **POLICY** ☐ **STATUS REPORT**

☐ **DISCUSSION ONLY** ☐ **RESOLUTION** ☒ **OTHER**

Date Submitted: 2-6-20

Work Section: 2-10-20

Council Meeting: 2-10-20

SUBMITTED BY: Christopher Wheeler, Planning and Zoning Director

PURPOSE: The applicant (D.R. Horton) requesting final plat approval for Phase 2 Flat Rock Hill subdivision.

HISTORY: This application was submitted to staff for review early December 2019

OPTIONS: Approve; Deny; or Defer

RECOMMENDED ACTION:

Staff recommended approval of final plat application.

ATTACHMENTS:

#1 Plat

ATTACHMENT #1

PLAT

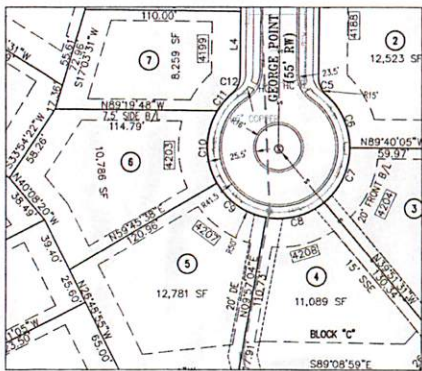
FINAL PLAT OF FLAT ROCK HILLS

PHASE 2B

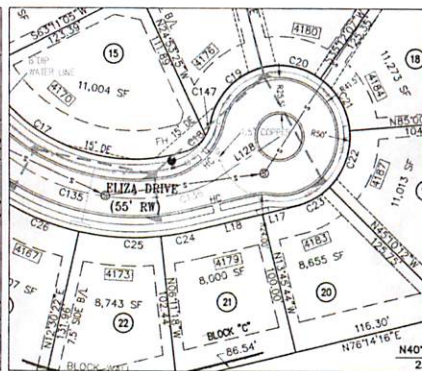
LDP AP# 20675 (PHASES 2B & 3)

The approval of these plans and the issuance of this Land Disturbance Permit does not in any way suggest that all other requirements for the legal or aprite operations for this activity, which may require additional permitting, have been met. The onus is on the owner/developer/builder to discover what additional permitting or approvals may be necessary to operate from this point in an aprite and legal manner. Plan approval or permit issuance does not absolve the applicant from complying with all applicable laws, policies, standards or other permits which may be required for this project.

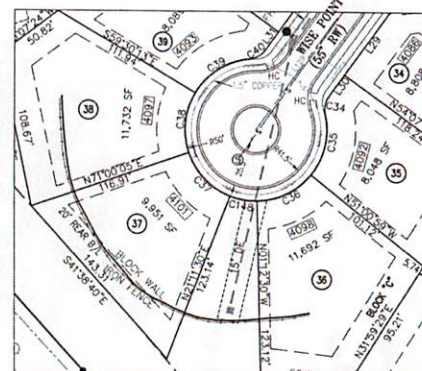
UNAL PLAT AP#3037311, LDP AP# 20675



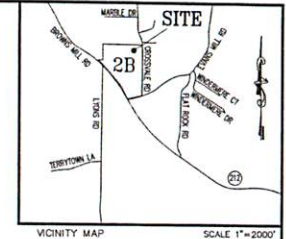
CUL-DE-SAC
DETAIL "A"



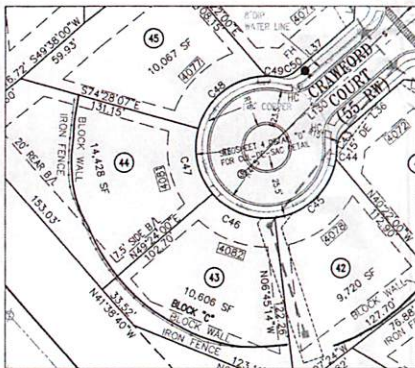
CUL-DE-SAC
DETAIL "B"



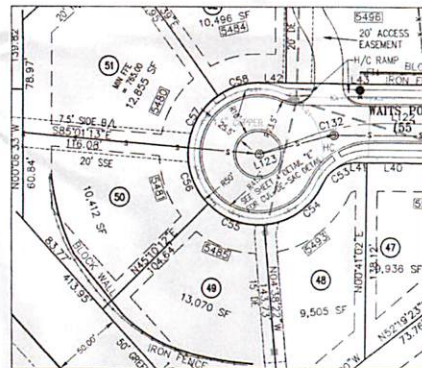
CUL-DE-SAC
DETAIL "C"



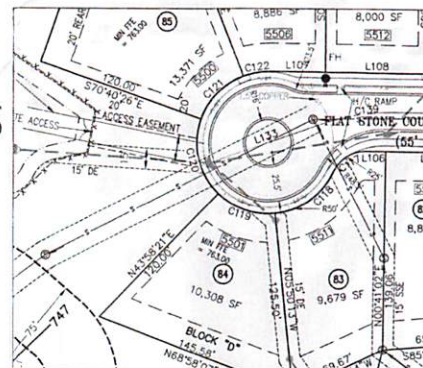
SCALE 1"=2000'



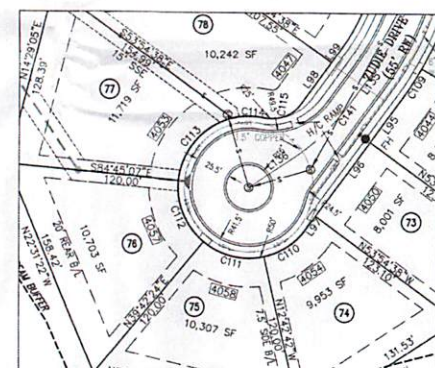
CUL-DE-SAC
DETAIL "D"



CUL-DE-SAC
DETAIL "E"

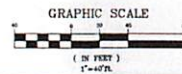


CUL-DE-SAC
DETAIL "F"



CUL-DE-SAC
DETAIL "G"

- LEGEND**
- 1. LOT
 - 2. LOT
 - 3. LOT
 - 4. LOT
 - 5. LOT
 - 6. LOT
 - 7. LOT
 - 8. LOT
 - 9. LOT
 - 10. LOT
 - 11. LOT
 - 12. LOT
 - 13. LOT
 - 14. LOT
 - 15. LOT
 - 16. LOT
 - 17. LOT
 - 18. LOT
 - 19. LOT
 - 20. LOT
 - 21. LOT
 - 22. LOT
 - 23. LOT
 - 24. LOT
 - 25. LOT
 - 26. LOT
 - 27. LOT
 - 28. LOT
 - 29. LOT
 - 30. LOT
 - 31. LOT
 - 32. LOT
 - 33. LOT
 - 34. LOT
 - 35. LOT
 - 36. LOT
 - 37. LOT
 - 38. LOT
 - 39. LOT
 - 40. LOT
 - 41. LOT
 - 42. LOT
 - 43. LOT
 - 44. LOT
 - 45. LOT
 - 46. LOT
 - 47. LOT
 - 48. LOT
 - 49. LOT
 - 50. LOT
 - 51. LOT
 - 52. LOT
 - 53. LOT
 - 54. LOT
 - 55. LOT
 - 56. LOT
 - 57. LOT
 - 58. LOT
 - 59. LOT
 - 60. LOT
 - 61. LOT
 - 62. LOT
 - 63. LOT
 - 64. LOT
 - 65. LOT
 - 66. LOT
 - 67. LOT
 - 68. LOT
 - 69. LOT
 - 70. LOT
 - 71. LOT
 - 72. LOT
 - 73. LOT
 - 74. LOT
 - 75. LOT
 - 76. LOT
 - 77. LOT
 - 78. LOT
 - 79. LOT
 - 80. LOT
 - 81. LOT
 - 82. LOT
 - 83. LOT
 - 84. LOT
 - 85. LOT
 - 86. LOT
 - 87. LOT
 - 88. LOT
 - 89. LOT
 - 90. LOT
 - 91. LOT
 - 92. LOT
 - 93. LOT
 - 94. LOT
 - 95. LOT
 - 96. LOT
 - 97. LOT
 - 98. LOT
 - 99. LOT
 - 100. LOT



DATE: DECEMBER 13, 2019	BY: [Signature]	DATE: 1/19/20
SCALE: NTS	1	COUNTY COMMENTS:
DRAWN: SP		
APPROVED: TAP		
DRAWING: 14021 PH 2B FINAL.DWG		
ACR Engineering, inc. ATLANTA COMMERCIAL & RESIDENTIAL ENGINEERING 600 PINNACLE COURT SUITE 605 NORCROSS, GA 30071 TEL: (678) 291-0000 FAX: (678) 291-6887		
Sheet 4	OF 5	

FINAL PLAT
FOR
PHASE 2B
FLAT ROCK HILLS
 LAND LOT 47 AND 50 - 18TH DISTRICT
 CITY OF STONE MOUNTAIN
 DEKALB COUNTY, GEORGIA

LINE TABLE	
LINE	BEARING
1.00	N 0° 0' 0" E
1.01	N 0° 0' 0" E
1.02	N 0° 0' 0" E
1.03	N 0° 0' 0" E
1.04	N 0° 0' 0" E
1.05	N 0° 0' 0" E
1.06	N 0° 0' 0" E
1.07	N 0° 0' 0" E
1.08	N 0° 0' 0" E
1.09	N 0° 0' 0" E
1.10	N 0° 0' 0" E
1.11	N 0° 0' 0" E
1.12	N 0° 0' 0" E
1.13	N 0° 0' 0" E
1.14	N 0° 0' 0" E
1.15	N 0° 0' 0" E
1.16	N 0° 0' 0" E
1.17	N 0° 0' 0" E
1.18	N 0° 0' 0" E
1.19	N 0° 0' 0" E
1.20	N 0° 0' 0" E
1.21	N 0° 0' 0" E
1.22	N 0° 0' 0" E
1.23	N 0° 0' 0" E
1.24	N 0° 0' 0" E
1.25	N 0° 0' 0" E
1.26	N 0° 0' 0" E
1.27	N 0° 0' 0" E
1.28	N 0° 0' 0" E
1.29	N 0° 0' 0" E
1.30	N 0° 0' 0" E
1.31	N 0° 0' 0" E
1.32	N 0° 0' 0" E
1.33	N 0° 0' 0" E
1.34	N 0° 0' 0" E
1.35	N 0° 0' 0" E
1.36	N 0° 0' 0" E
1.37	N 0° 0' 0" E
1.38	N 0° 0' 0" E
1.39	N 0° 0' 0" E
1.40	N 0° 0' 0" E
1.41	N 0° 0' 0" E
1.42	N 0° 0' 0" E
1.43	N 0° 0' 0" E
1.44	N 0° 0' 0" E
1.45	N 0° 0' 0" E
1.46	N 0° 0' 0" E
1.47	N 0° 0' 0" E
1.48	N 0° 0' 0" E
1.49	N 0° 0' 0" E
1.50	N 0° 0' 0" E
1.51	N 0° 0' 0" E
1.52	N 0° 0' 0" E
1.53	N 0° 0' 0" E
1.54	N 0° 0' 0" E
1.55	N 0° 0' 0" E
1.56	N 0° 0' 0" E
1.57	N 0° 0' 0" E
1.58	N 0° 0' 0" E
1.59	N 0° 0' 0" E
1.60	N 0° 0' 0" E
1.61	N 0° 0' 0" E
1.62	N 0° 0' 0" E
1.63	N 0° 0' 0" E
1.64	N 0° 0' 0" E
1.65	N 0° 0' 0" E
1.66	N 0° 0' 0" E
1.67	N 0° 0' 0" E
1.68	N 0° 0' 0" E
1.69	N 0° 0' 0" E
1.70	N 0° 0' 0" E
1.71	N 0° 0' 0" E
1.72	N 0° 0' 0" E
1.73	N 0° 0' 0" E
1.74	N 0° 0' 0" E
1.75	N 0° 0' 0" E
1.76	N 0° 0' 0" E
1.77	N 0° 0' 0" E
1.78	N 0° 0' 0" E
1.79	N 0° 0' 0" E
1.80	N 0° 0' 0" E
1.81	N 0° 0' 0" E
1.82	N 0° 0' 0" E
1.83	N 0° 0' 0" E
1.84	N 0° 0' 0" E
1.85	N 0° 0' 0" E
1.86	N 0° 0' 0" E
1.87	N 0° 0' 0" E
1.88	N 0° 0' 0" E
1.89	N 0° 0' 0" E
1.90	N 0° 0' 0" E
1.91	N 0° 0' 0" E
1.92	N 0° 0' 0" E
1.93	N 0° 0' 0" E
1.94	N 0° 0' 0" E
1.95	N 0° 0' 0" E
1.96	N 0° 0' 0" E
1.97	N 0° 0' 0" E
1.98	N 0° 0' 0" E
1.99	N 0° 0' 0" E
2.00	N 0° 0' 0" E

CURVE TABLE	
CURVE	LENGTH
C1	37.45
C2	72.87
C3	14.31
C4	73.37
C5	12.87
C6	42.81
C7	43.47
C8	43.47
C9	53.15
C10	16.73
C11	12.87
C12	17.45
C13	10.05
C14	125.73
C15	6.30
C16	168.46
C17	18.73
C18	57.08
C19	43.48
C20	43.47
C21	43.47
C22	37.41
C23	23.46
C24	37.41
C25	37.41
C26	37.41
C27	37.41
C28	41.50
C29	1.84
C30	37.41
C31	37.41
C32	37.41
C33	37.41
C34	37.41
C35	37.41
C36	37.41
C37	37.41
C38	37.41
C39	37.41
C40	37.41
C41	37.41
C42	37.41
C43	37.41
C44	37.41
C45	37.41
C46	37.41
C47	37.41
C48	37.41
C49	37.41
C50	37.41
C51	37.41
C52	37.41
C53	37.41
C54	37.41
C55	37.41
C56	37.41
C57	37.41
C58	37.41
C59	37.41
C60	37.41
C61	37.41
C62	37.41
C63	37.41
C64	37.41
C65	37.41
C66	37.41
C67	37.41
C68	37.41
C69	37.41
C70	37.41
C71	37.41
C72	37.41
C73	37.41
C74	37.41
C75	37.41
C76	37.41
C77	37.41
C78	37.41
C79	37.41
C80	37.41
C81	37.41
C82	37.41
C83	37.41
C84	37.41
C85	37.41
C86	37.41
C87	37.41
C88	37.41
C89	37.41
C90	37.41
C91	37.41
C92	37.41
C93	37.41
C94	37.41
C95	37.41
C96	37.41
C97	37.41
C98	37.41
C99	37.41
C100	37.41

PIPE CHART	
LINE	BEARING
1.00	N 0° 0' 0" E
1.01	N 0° 0' 0" E
1.02	N 0° 0' 0" E
1.03	N 0° 0' 0" E
1.04	N 0° 0' 0" E
1.05	N 0° 0' 0" E
1.06	N 0° 0' 0" E
1.07	N 0° 0' 0" E
1.08	N 0° 0' 0" E
1.09	N 0° 0' 0" E
1.10	N 0° 0' 0" E
1.11	N 0° 0' 0" E
1.12	N 0° 0' 0" E
1.13	N 0° 0' 0" E
1.14	N 0° 0' 0" E
1.15	N 0° 0' 0" E
1.16	N 0° 0' 0" E
1.17	N 0° 0' 0" E
1.18	N 0° 0' 0" E
1.19	N 0° 0' 0" E
1.20	N 0° 0' 0" E
1.21	N 0° 0' 0" E
1.22	N 0° 0' 0" E
1.23	N 0° 0' 0" E
1.24	N 0° 0' 0" E
1.25	N 0° 0' 0" E
1.26	N 0° 0' 0" E
1.27	N 0° 0' 0" E
1.28	N 0° 0' 0" E
1.29	N 0° 0' 0" E
1.30	N 0° 0' 0" E
1.31	N 0° 0' 0" E
1.32	N 0° 0' 0" E
1.33	N 0° 0' 0" E
1.34	N 0° 0' 0" E
1.35	N 0° 0' 0" E
1.36	N 0° 0' 0" E
1.37	N 0° 0' 0" E
1.38	N 0° 0' 0" E
1.39	N 0° 0' 0" E
1.40	N 0° 0' 0" E
1.41	N 0° 0' 0" E
1.42	N 0° 0' 0" E
1.43	N 0° 0' 0" E
1.44	N 0° 0' 0" E
1.45	N 0° 0' 0" E
1.46	N 0° 0' 0" E
1.47	N 0° 0' 0" E
1.48	N 0° 0' 0" E
1.49	N 0° 0' 0" E
1.50	N 0° 0' 0" E
1.51	N 0° 0' 0" E
1.52	N 0° 0' 0" E
1.53	N 0° 0' 0" E
1.54	N 0° 0' 0" E
1.55	N 0° 0' 0" E
1.56	N 0° 0' 0" E
1.57	N 0° 0' 0" E
1.58	N 0° 0' 0" E
1.59	N 0° 0' 0" E
1.60	N 0° 0' 0" E
1.61	N 0° 0' 0" E
1.62	N 0° 0' 0" E
1.63	N 0° 0' 0" E
1.64	N 0° 0' 0" E
1.65	N 0° 0' 0" E
1.66	N 0° 0' 0" E
1.67	N 0° 0' 0" E
1.68	N 0° 0' 0" E
1.69	N 0° 0' 0" E
1.70	N 0° 0' 0" E
1.71	N 0° 0' 0" E
1.72	N 0° 0' 0" E
1.73	N 0° 0' 0" E
1.74	N 0° 0' 0" E
1.75	N 0° 0' 0" E
1.76	N 0° 0' 0" E
1.77	N 0° 0' 0" E
1.78	N 0° 0' 0" E
1.79	N 0° 0' 0" E
1.80	N 0° 0' 0" E
1.81	N 0° 0' 0" E
1.82	N 0° 0' 0" E
1.83	N 0° 0' 0" E
1.84	N 0° 0' 0" E
1.85	N 0° 0' 0" E
1.86	N 0° 0' 0" E
1.87	N 0° 0' 0" E
1.88	N 0° 0' 0" E
1.89	N 0° 0' 0" E
1.90	N 0° 0' 0" E
1.91	N 0° 0' 0" E
1.92	N 0° 0' 0" E
1.93	N 0° 0' 0" E
1.94	N 0° 0' 0" E
1.95	N 0° 0' 0" E
1.96	N 0° 0' 0" E
1.97	N 0° 0' 0" E
1.98	N 0° 0' 0" E
1.99	N 0° 0' 0" E
2.00	N 0° 0' 0" E

LOT SUMMARY PHASE 2B	
LOT	AREA
1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
7	1.00
8	1.00
9	1.00
10	1.00
11	1.00
12	1.00
13	1.00
14	1.00
15	1.00
16	1.00
17	1.00
18	1.00
19	1.00
20	1.00
21	1.00
22	1.00
23	1.00
24	1.00
25	1.00
26	1.00
27	1.00
28	1.00
29	1.00
30	1.00
31	1.00
32	1.00
33	1.00
34	1.00
35	1.00
36	1.00
37	1.00
38	1.00
39	1.00
40	1.00
41	1.00
42	1.00
43	1.00
44	1.00
45	1.00
46	1.00
47	1.00
48	1.00
49	1.00
50	1.00
51	1.00
52	1.00
53	1.00
54	1.00
55	1.00
56	1.00
57	1.00
58	1.00
59	1.00
60	1.00
61	1.00
62	1.00
63	1.00
64	1.00
65	1.00
66	1.00
67	1.00
68	1.00
69	1.00
70	1.00
71	1.00
72	1.00
73	1.00
74	1.00
75	1.00
76	1.00
77	1.00
78	1.00
79	1.00
80	1.00
81	1.00
82	1.00
83	1.00
84	1.00
85	1.00
86	1.00
87	1.00
88	1.00
89	1.00
90	1.00
91	1.00
92	1.00
93	1.00
94	1.00
95	1.00
96	1.00
97	1.00
98	1.00
99	1.00
100	1.00

LOT ADDRESSING	
LOT	ADDRESS
1	1000 WATTS POINT
2	1000 WATTS POINT
3	1000 WATTS POINT
4	1000 WATTS POINT
5	1000 WATTS POINT
6	1000 WATTS POINT
7	1000 WATTS POINT
8	1000 WATTS POINT
9	1000 WATTS POINT
10	1000 WATTS POINT
11	1000 WATTS POINT
12	1000 WATTS POINT
13	1000 WATTS POINT
14	1000 WATTS POINT
15	1000 WATTS POINT
16	1000 WATTS POINT
17	1000 WATTS POINT
18	1000 WATTS POINT
19	1000 WATTS POINT
20	1000 WATTS POINT
21	1000 WATTS POINT
22	1000 WATTS POINT
23	1000 WATTS POINT
24	1000 WATTS POINT
25	1000 WATTS POINT
26	1000 WATTS POINT
27	1000 WATTS POINT
28	1000 WATTS POINT
29	1000 WATTS POINT
30	1000 WATTS POINT
31	1000 WATTS POINT
32	1000 WATTS POINT
33	1000 WATTS POINT
34	1000 WATTS POINT
35	1000 WATTS POINT
36	1000 WATTS POINT
37	1000 WATTS POINT
38	1000 WATTS POINT
39	1000 WATTS POINT
40	1000 WATTS POINT
41	1000 WATTS POINT
42	1000 WATTS POINT
43	1000 WATTS POINT
44	1000 WATTS POINT
45	1000 WATTS POINT
46	1000 WATTS POINT
47	1000 WATTS POINT
48	1000 WATTS POINT
49	1000 WATTS POINT
50	1000 WATTS POINT
51	1000 WATTS POINT
52	1000 WATTS POINT
53	1000 WATTS POINT
54	1000 WATTS POINT
55	1000 WATTS POINT
56	1000 WATTS POINT
57	1000 WATTS POINT
58	1000 WATTS POINT
59	1000 WATTS POINT
60	1000 WATTS POINT
61	1000 WATTS POINT
62	1000 WATTS POINT
63	1000 WATTS POINT
64	1000 WATTS POINT
65	1000 WATTS POINT
66	1000 WATTS POINT
67	1000 WATTS POINT
68	1000 WATTS POINT
69	1000 WATTS POINT
70	1000 WATTS POINT
71	1000 WATTS POINT
72	1000 WATTS POINT
73	100

Old Business

Agenda Item XII.

d. MOA for Summer Camp Services

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: _____

Old Business

Agenda Item XII.

e. Parks and Recreation Camera System

Flock's Wireless Security Guard System - Stonecrest, GA

www.flocksafety.com



Why Security

In the United States, 87% of nonviolent crime goes unsolved. According to FBI statistics, nationwide, there was an estimated 7,919,035 property crimes in 2016. "Collectively, victims of property crimes suffered losses estimated at \$15.6 billion."

Why License Plate Cameras

It's not because law enforcement isn't doing their job, it's often because there is no evidence. Even with alarm systems and home surveillance cameras in many homes today, there's rarely actionable enough evidence to solve a crime. At Flock, we hear time and again that the best

evidence to solve crime is a license plate. So we built license plate reading cameras that every neighborhood can afford. According to the Atlanta Police Foundation, a properly saturated area can see 30 - 50% reduction in crime.

The Technology

License Plate Reading

Flock cameras log all vehicular traffic with license plate number, timestamp, and corresponding image to the Flock Cloud. They support vehicles up to 55 MPH and 75ft from entrance and leverage a machine vision algorithm and optical character recognition for license plate detection.

Wireless

Cameras come equipped with solar panels +battery and cellular connections for a discrete and completely wireless installation.

Signage

Metal signs will be installed on existing poles at the entrance to the property if requested.

Data Records

Flock stores all data for 30 days. All data is securely stored with AES256 encryption.

Day/Night

Flock is able to capture pictures during both day and night. During the day, Flock captures the license plate, make, type and color of the vehicle. At night, the license plate is captured.

Other Footage Captured

Flock cameras are motion-activated. While the license plate is the primary focus as it is the best evidence to provide to police, the cameras capture motion of all kinds and provide a searchable interface for not only vehicles but pedestrians, bicyclists, and even pets.

Searchable Interface

All images captured by Flock are accessible within 30 minutes via Flock's online search tool. Customers can view all footage captured or filter by day/time, camera, or even specific fields including but not limited to: vehicle type, partial or full license plate, pedestrian, bicyclist, and dog and cat.

What Happens In the Event of a Crime

- (1) You can download footage and email it directly to the police officer
- (2) You can print out the footage and share it physically with law enforcement
- (3) You can even let your account manager know that you would like to give the police access directly to the Flock system for a defined period of time.

Armed with the footage provided by Flock, the police can now continue their investigation with actionable evidence.

Partner with Local Police

Flock cameras can integrate with local law enforcement and provide notifications based on a FBI database of over 250,000 license plates of interest such as stolen vehicles, arrest warrants and protection orders. If a vehicle on this list is recorded by your Flock camera, a notification will automatically send to participating local law enforcement.

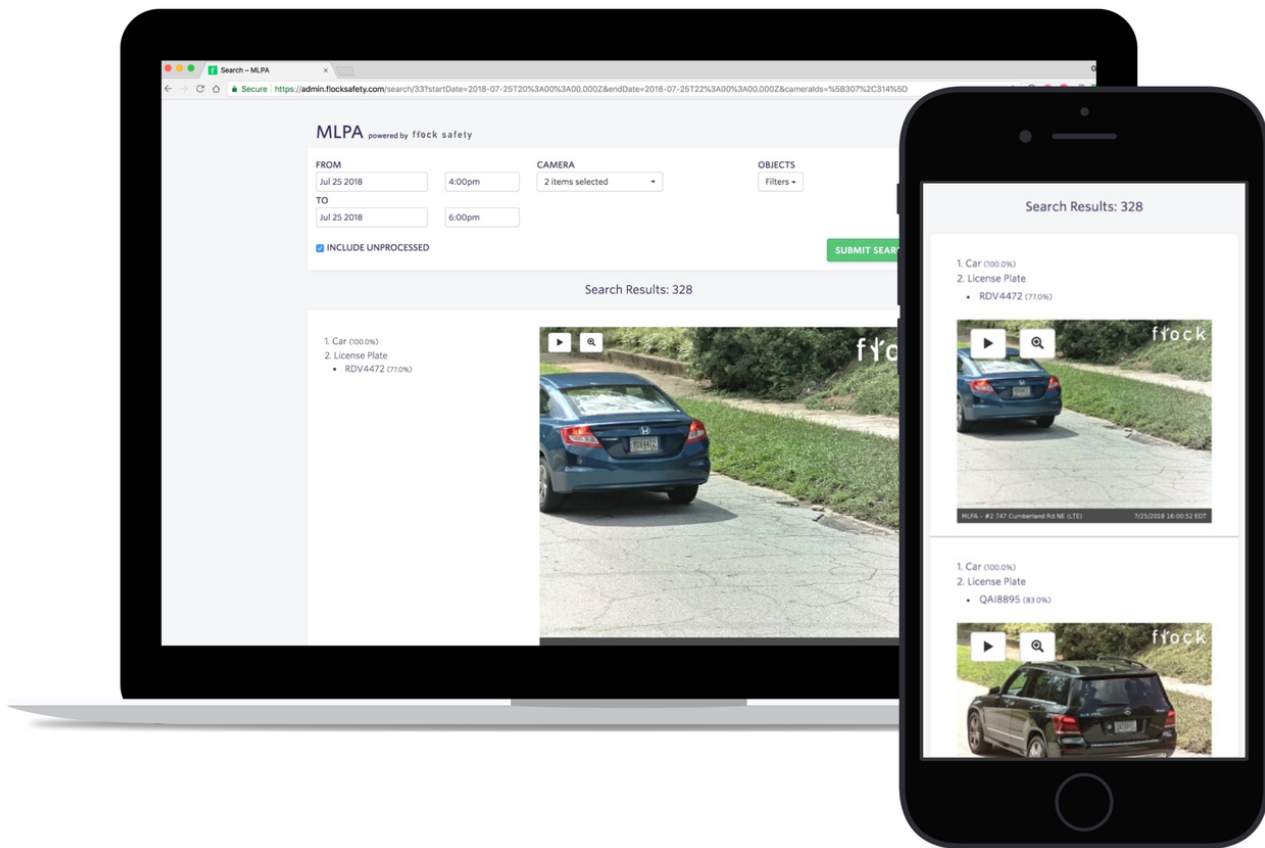
Sample Images

Day and Night Footage

Day time captures license plate, color, make, and model of vehicle. Night Time specifically captures license plate.



Accessing Footage



Installation



Key Terms of the Contract

Terms - 24 months

Support - Flock will install and maintain the product over the duration of the contract.

Next Steps -

1. Review proposal
2. Sign Flock purchase agreement
3. Complete billing setup
4. Introduction to Account Manager who will establish install schedule and be primary point of contact
5. Installation of cameras and signage (4-8 weeks)

Upfront Costs	Price	QTY	Subtotal
Installation	\$500.00	8	\$4,000.00
Camera Equipment	\$0.00	8	\$0.00
14ft Pole	\$0.00	8	\$0.00

Subtotal	\$4,000.00
Installation Discount (100%)	-\$4,000.00
Total	\$0.00

Annual Fees	Price	QTY	Subtotal
Flock Software, Hosting, Cellular, Maintenance/Support	\$2,000.00	8	\$16,000.00

Subtotal	\$16,000.00
Total Annual Fee:	\$16,000.00

Today's Date - Feb 04, 2020

This proposal expires in 30 days.



GC&E Systems Group, Inc.
5835 Peachtree Corners East, Suite A
Peachtree Corners, GA 30092
Phone: (770) 448-3908, Fax: (770) 448-3918, www.gcesg.com
Terry Lynch, (404) 725-7137, TLynch@gcesg.com

City of Stonecrest



Project: Aquatic Center CCTV Install
Quote #: 1904-066-RMB R2
Date: February 5, 2020

Prepared for:

City of Stonecrest

Attn: Demeatrius Ivey, System Engineer II
3120 Stonecrest Blvd.
Stonecrest, GA 30038
(770) 910-0365 | divey@stonecrestga.com

This proposal includes data that will not be disclosed outside the Customer and will not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offered as a result of – or in connection with – submission of this data, the Customer will have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Customer's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets.

1.0 Introduction: Company Background and Experience

GC&E Systems Group, LLC (GC&E) specializes in Electronic Security, Information Technology (IT), and Telecommunications Solution Design and Installation in federal, state, and local markets. GC&E is a full-service electronic security systems integrator, which provides technically complex and innovative Internet Protocol (IP) video surveillance, Closed Circuit TV (CCTV), electronic access control, intercom, intrusion detection, and other security-related solutions. We leverage and apply our strong industry expertise to all the electronic security projects we support to ensure our customers benefit from our diverse experience.

GC&E has served as the electronic security system integrator for many large-scale contracts where services similar to this project were required. Our team includes more than 200 technical professionals, including Network / System Architects and Engineers, Registered Communication Distribution Designers, Project Managers, Security System Installation Technicians, Electricians and other technical professionals who are seasoned veterans in the electronic security system industry. While there are many companies capable of providing the services requested, few have our proven combination of unique experience, range of expertise, and the technical insight to address all facets of the security system installation required to successfully perform this project.

2.0 Scope of Work

2.1 Solution Summary

This proposal is for the installation of a new Genetec video management system at the Browns Mill Aquatic Center and Recreational building for the City of Stonecrest.

2.2 Installation Approach

Aquatic Center Installation:

The Aquatic Center will receive a total of seventeen (17) Axis IP cameras as depicted on the attached drawings. Prior to installation GC&E personnel will review the locations of each camera with the customer for proper installation location. These new IP cameras will replace the existing analog cameras. There are three (3) new IP cameras at the restrooms, and common area. The two (2) IP cameras at the Pump House will be connected to a provided hardened switch and will communicate over a wireless bridge back to the main building. The IP cameras are comprised of the following models: ten (10) Axis P3225 IP dome cameras, three (3) Axis P3717 360° IP cameras, three (3) Axis P3707 180° IP cameras, and one (1) Axis P1435 IP bullet camera. Each of these new Axis cameras will receive new Category 6 cable that will be terminated to a new patch panel and patched to a customer provided PoE switch located in the MDF room. The seven (7) exterior cameras will each receive a Ditek surge suppressor that will be bonded to a local ground. Upon completion of the installation GC&E will aim, and focus each camera with the customer for proper viewing and functionality.

***** The customer must purchase the Recreation Center Proposal #1904-066-RMA for the Aquatic Center to function properly *****

Training:

GC&E will offer one (1) 2-hour training sessions on the use of the new Genetec Security Center platform.

Why GC&E?

- ✓ GC&E is a full-service electronic security systems integrator, which provides technically complex and innovative video surveillance, access control, intrusion detection, intercom, panic, mass notification, perimeter security, biometric, and other security solutions
- ✓ GC&E provides turnkey solutions, from the initial needs assessment and consultation, to systems engineering, design, and provisioning, through installation, and on-going system operations and maintenance, through the providing of preparedness and safety training programs
- ✓ GC&E has established partnerships with multiple electronic security system manufacturers enabling GC&E to be manufacturer and technology neutral
- ✓ GC&E possesses diverse project experience and expertise gained through the performance of over 8,000 electronic security projects over the last 10 years, which range in value from a few hundred dollars to over \$3.5 million dollars
- ✓ GC&E employs industry-recognized management and leadership with more than 100 years of combined electronic security experience and original equipment manufacturer trained and certified installation technicians and engineers
- ✓ GC&E has experience working in all major markets including Education; Federal, Civilian and Defense; State, Local, and County Governments; Law Enforcement and Correctional Institutions; Health Care; Commercial and Office; Critical Infrastructure (utilities); Manufacturing; and New Construction
- ✓ GC&E is a licensed security, electrical, and low voltage contractor
- ✓ GC&E employs five (5) Building Industry Consulting Services International (BICSI) Registered Communications Distribution Designers
- ✓ GC&E Quality Management System is ISO 9001 certified

3.0 Warranty

Upon substantial completion of the project, GC&E provides a one (1) year warranty on parts and labor.

To receive product replacement and or warranty support, the customer is required to comply with the manufacturer's standard product registration process as well the standard product return policy that may include prior contact with manufacturer Technical Support, returning defective materials in the original packaging along with all original connectors, cable assemblies, connectors, and all original documentation.

Warranty Coverage does not include damage or malfunction due to accident, acts of nature (including lightning strikes), improper operation, power surge/loss, misuse, neglect, unauthorized modification or repair or use in a manner for which the equipment was not intended. Nor does it cover technician services for troubleshooting, removing or replacing any failed component not covered by this warranty.

4.0 Exclusions or Items Not Included in Quote

- ❖ Cable tray
- ❖ PoE network switches
- ❖ Repairing any pre-existing issues with the system associated with the installation
- ❖ Bid, payment, or performance bond costs
- ❖ Lifts
- ❖ Correcting of existing code violations
- ❖ Troubleshooting of existing network, power, or grounding issues
- ❖ Engineered surveying or drawings
- ❖ Costs for independent inspections or testing
- ❖ Union labor, escorts, specific wage rates, or certified payroll
- ❖ Permit
- ❖ Items that are not specifically listed in this quote are not included
- ❖ Network equipment (including connectivity between closets, switches, patch panels, and SFPs/GBICs)
- ❖ Genetec Server, Genetec Licenses

5.0 General Assumptions and Clarifications

- ❖ Existing cable pathways are free and clear of obstructions
- ❖ There is a 1-year Genetec Advantage as part of this project that will begin at the completion of the project
- ❖ Conduit stub ups and back boxes are existing or by others
- ❖ 120V electrical power is available on site for power tools for the duration of this project
- ❖ Pricing is contingent on the project being award as a whole
- ❖ Existing pole(s) have a ground rod installed at the base
- ❖ All work will be done during normal business hours
- ❖ The existing equipment and/or cable is functional and in normal operating condition
- ❖ Space will be available in existing (rack and/or cabinet) for new equipment
- ❖ No material will be ordered without approved submittals
- ❖ Manufacturers and part numbers are subject to change due to availability and technology changes
- ❖ Pricing is in accordance with Georgia State contract 99999-SPD-SPD0000025-0004

6.0 Terms and Conditions

Terms and Conditions	
1.	TAXES: Prices exclude (unless otherwise noted in the proposal) all duties, taxes, tariffs, or other governmental charges that now are, or hereafter may be, imposed upon the sale or use of the Products or Services. All such duties, taxes, tariffs, or other charges paid by GC&E shall be for Purchaser's account. Any exemption claimed paid by GC&E shall be for Purchaser's account. Any exemption claimed from the application of such duties, taxes, tariffs, or other charges should be plainly designated on the face of orders placed with GC&E and accompanied by exemption certificates where required. If during the duration of any contract/project there is an increase or decrease from the quoted tax amount due to changes by the corresponding local/county/state entities that amount will be passed through to the customer at cost.
2.	PRICE VALIDITY: The prices set forth in this proposal are predicated on receipt of a contract or Purchase Order within 30 days from the date of this proposal. If 30 days have passed and performance is required, GC&E reserves the right to revise the pricing in this proposal to reflect current material and labor market prices and current site conditions.
3.	PURCHASER SPECIFICATIONS: GC&E Systems Group assumes no liability for any errors or omissions in any specification provided by the purchaser, including any errors or omissions made by GC&E in the interpretation of any such specifications. Any items included in any specification provided by the purchaser and not listed and priced on GC&E's proposal are not part of this Agreement.
4.	LIQUIDATED DAMAGES: GC&E will not be responsible for any liquidated damages other than those attributed to delays caused solely by GC&E. If GC&E is one of several contractors responsible for delays, GC&E will only be responsible for a pro rata share of liquidated damages to the extent attributable to or cause by GC&E. GC&E will not be responsible for any liquidated damages in an amount greater than that actually assessed against GC&E.
5.	CANCELLATION: This Agreement cannot be cancelled or postponed by the Purchaser except with GC&E's consent and upon terms that will indemnify GC&E against loss. Accordingly, Purchaser shall pay GC&E the greater of (i) a charge equal to 10% of its total price or (ii) reasonable cancellation charges, GC&E's anticipated profit, restocking fees, and expenses already incurred by GC&E in performing or preparing to perform the work required by Purchaser's order, as invoiced by GC&E. GC&E Systems Group reserves the right to cancel this Quotation Agreement if excessive downtime is encountered which, in the discretion of GC&E, is beyond its control (limited access to work area, training, etc.) or if customer fails to comply with any term of this agreement. The GC&E billable rate for downtime is per GC&E standard rates.
6.	INSPECTION: Within five business days of receipt of the Products and Services, Purchaser shall inspect the Products and Services to check for shortages or any other nonconformity. Unless Purchaser shall thereafter notify GC&E in writing of any nonconformity (other than that relating to loss or damage in transit, which claims will be made directly to the carrier) within ten days of inspection, Purchaser shall be deemed to have accepted the Products and Services without any qualifications and cannot, thereafter, reject the Products and Services for any reason. In any event, Products and Services accepted and used shall be deemed to have been accepted in good condition and in compliance with the specification and order therefore.
7.	GOVERNING LAW: The terms of this quotation shall be governed and interpreted in accordance with the laws of the State of Alaska. If any provision of this Quotation Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.

8.	EXISTING CODE VIOLATIONS: Existing code violations requiring correction by the local authority inspectors is the responsibility of the customer and is not included in GC&E's pricing.
9.	PAYMENTS: Payment is due Net 30. Payment by credit card will incur an additional fee of 2.75%.
10.	DELINQUENT PAYMENTS: If any amount owing to GC&E under the terms hereof is not paid when due, interest shall accrue on any unpaid balance at a rate of 1.5% (1% for Georgia customers per O.C.G.A. § 13-11-2) simple interest every thirty (30) days. Additionally, in the event full payment is not made and GC&E is required to institute legal proceeding in order to collect amounts owing hereunder, the party against whom enforcement is sought shall be required to reimburse GC&E for all reasonable costs of collection, including attorneys' fees, if GC&E is ultimately successful in prosecuting its claims.
11.	DISCLAIMER: In no event shall GC&E Systems Group be responsible for any direct, indirect, incidental, special or consequential damages, including loss of profits, revenue, and/or data, incurred by any party to the agreement, or any third party, resulting from the usage of products or services supplied under this Quotation Agreement, even if such party has been advised of the possibilities of such damages.
12.	ACCEPTED: This Quotation Agreement and any exhibits attached hereto constitutes the entire agreement between parties concerning the subject matter hereof, superseding all prior negotiations, discussions and agreements, oral or written. The above prices, specifications and all conditions are satisfactory and are hereby accepted. GC&E is authorized to do work as specified. Payment will be made as outlined above.

7.0 Bill of Materials

State of Georgia Contract 99999-SPD0000025-0004

Description	Qty	UoM	Manuf	Part #	MSRP	% Off	Unit Price	Ext Price
Shielded Power Over Ethernet Power/Data Surge Protection	9	Each	Ditek	DTK-MRJPOES	\$82.00	21.00%	\$64.78	\$583.02
P1435-LE Network Camera	1	Each	Axis	0777-001	\$599.00	17.67%	\$493.16	\$493.16
Conduit Back Box for Bullet Camera	1	Each	Axis	01190-001	\$119.00	17.67%	\$97.97	\$97.97
P3225-LVE MkII, IP Dome Camera	10	Each	Axis	0955-001	\$699.00	17.67%	\$575.49	\$5,754.90
Pendant Kit for P3225	10	Each	Axis	5505-871	\$49.00	17.67%	\$40.34	\$403.40
Wall Mount for Dome Camera	10	Each	Axis	5506-481	\$39.00	17.67%	\$32.11	\$321.10
P3717-PLE, 360° Multi-Lens IP Camera	3	Each	Axis	01504-001	\$1,349.00	17.67%	\$1,110.63	\$3,331.89
Pendant Kit for P3717	3	Each	Axis	01513-001	\$89.00	17.67%	\$73.27	\$219.81
Corner Mount for P3717	1	Each	Axis	5507-601	\$59.00	17.67%	\$48.57	\$48.57
P3807-PVE, 180° Multi-Lens IP camera	3	Each	Axis	01048-001	\$1,349.00	17.67%	\$1,110.63	\$3,331.89
1 camera connection	17	Each	Genetec	GSC-Om-P-1C	\$230.00	20.00%	\$184.00	\$3,128.00
Genetec™ Advantage for 1 O mnicast Pro Camera – 1 year	17	Each	Genetec	ADV-CAM-P-1Y	\$40.00	20.00%	\$32.00	\$544.00
							Sub Total	\$18,257.71

State of Georgia Contract 99999-SPD0000025-0004 Cost+ 20%

Description	Qty	UoM	Manuf	Part #	GC&E Cost	Cost+ 20%	Ext Price
Cat6 4Pr. CMP Eco® Blue Cable, 1,000' Box	3000	Foot	Hitachi	30237-8-BL2	\$0.21	\$0.25	\$750.00
						Sub Total	\$750.00

Non State of Georgia Contract

Description	Qty	UoM	Manuf	Part #	Unit Price	Ext Price
Cat6 Patch Cord, Blue, 3'	17	Each	Lynn	PC603-BL	\$3.72	\$63.24
Cat 6 Patch Cord, Blue, 1'	2	Each	Lynn	PC601-BU	\$2.78	\$5.56
Cat 6 Shielded Patch Cable, Blue, 1'	9	Each	Lynn	PC6S01-BL	\$4.18	\$37.62
1-Port Quickport Surface Mount Housing, White	17	Each	Leviton	41089-1WP	\$2.70	\$45.90
Cat6 Shielded Jacks	9	Each	Leviton	61SJK-RL6	\$15.33	\$137.97
CAT6 RJ45 Jack, Blue	17	Each	Leviton	61110-RL6	\$8.37	\$142.29
#12 THHN Stranded, Green	90	Foot	Mayer	12THHNSTRGRN	\$0.22	\$19.80
NanoBeam airMax Bridge	2	Each	Ubiquiti	NBE-5AC-GEN2	\$155.68	\$311.36

Use or disclosure of data contained on this sheet is subject to the restrictions of the title page of this response document.

Description	Qty	UoM	Manuf	Part #	Unit Price	Ext Price
Hardened Switch, 6 Port PoE	1	Each	TrendNet	TI-PG62	\$431.72	\$431.72
Power Supply for Hardened Switch	1	Each	TrendNet	48VDC3000	\$214.07	\$214.07
Patch Panel, 24 Port	1	Each	Leviton	69586-U24	\$241.58	\$241.58
#6-#14 Ground Lug	9	Each	Blackburn	ADR6-B2-5	\$2.47	\$22.23
Conduit, EMT 1/2"	15	Each	Allied Tube	853428	\$6.53	\$97.95
Connector, EMT 1/2" (5 Pack)	3	Each	Halex	26270	\$3.77	\$11.31
Coupler EMT 1/2" (5 Pack)	3	Each	Raco	2022B5	\$3.52	\$10.56
One Hole Strap (25 Pack)	1	Each	Halex	26151	\$7.75	\$7.75
Single Gang Box	8	Each	Steel City	5837112-25R	\$4.22	\$33.76
Box Cover	8	Each	Raco	860	\$1.07	\$8.56
Miscellaneous Installation Materials and Shipping & Handling	1	Lot			\$1,745.85	\$1,745.85
					Sub Total	\$3,589.08

8.0 Pricing

Project Summary	
Non-State Contract Equipment:	\$3,589.08
State Contract Equipment:	\$19,007.71
State Contract Labor:	\$16,511.60
Tax:	Exempt
Grand Total:	\$39,108.39

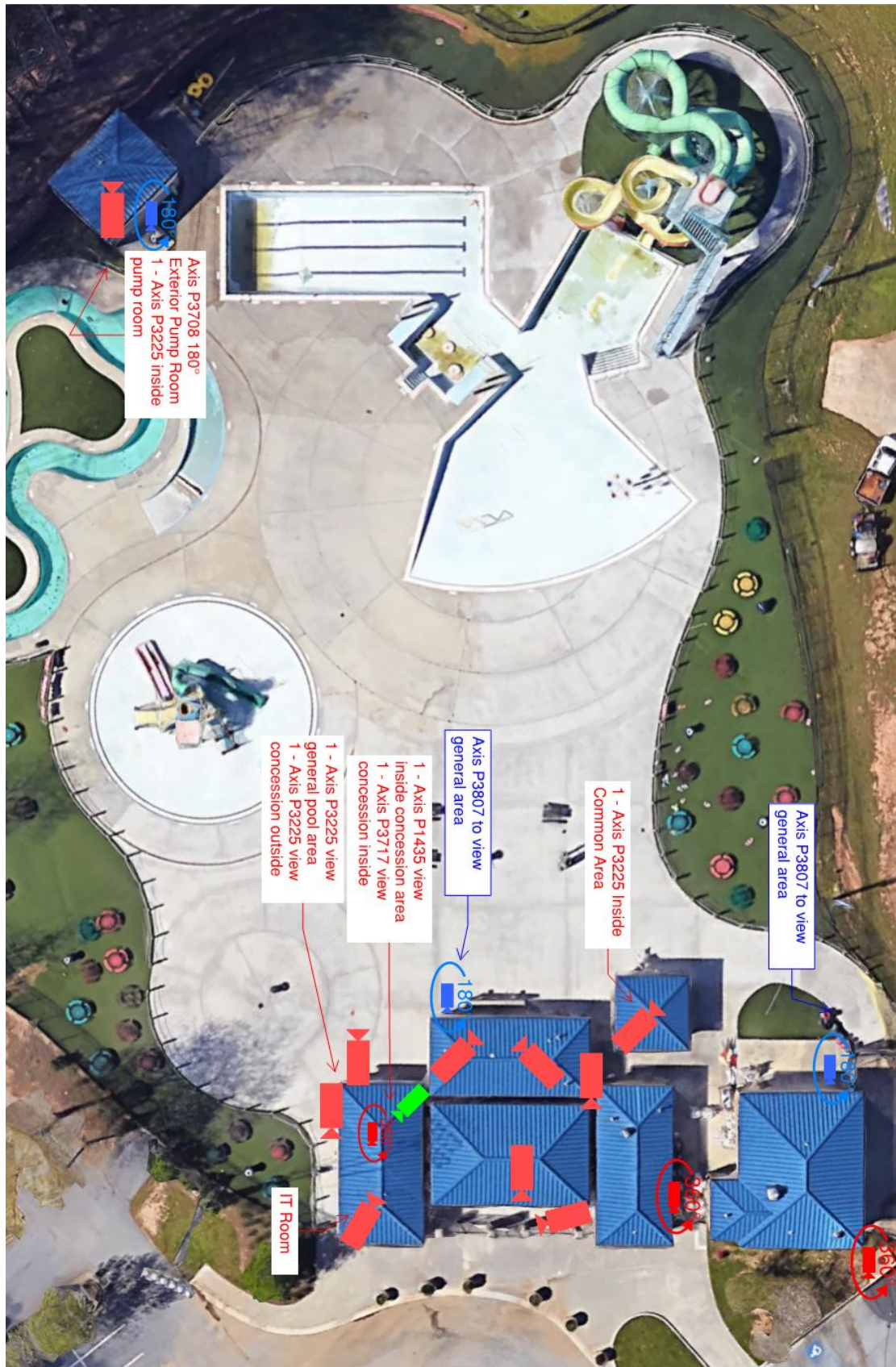
I have read all of the project scope information and fully understand the quote in its entirety. I have also had the opportunity to request clarification on any and all items listed in this document. I have full authority to execute this agreement and enter into contract with GC&E Systems Group to furnish labor and materials for the project scope as listed above.

Company: _____ City of Stonecrest
Printed Name: _____
Signature: _____
Title: _____
Dated: _____

I have fully coordinated, reviewed, and/or clarified all project scope information listed above with the customer.

Company: _____ GC&E Systems Group, Inc.
Printed Name: _____ Terry Lynch
Signature: _____
Title: _____ Senior Account Manager
Dated: _____

Revision History			
Revision	Date	Description	Author
0	April 18, 2019	Initial Release	R. McGaughey
1	August 19, 2019	Separated proposal with one for just the Aquatic Center	R. McGaughey
2	February 5, 2020	Updated dates and proposal formatting	T. Crispino



Use or disclosure of data contained on this sheet is subject to the restrictions of the title page of this response document.



GC&E Systems Group, Inc.
5835 Peachtree Corners East, Suite A
Peachtree Corners, GA 30092
Phone: (770) 448-3908, Fax: (770) 448-3918, www.gcesg.com
Terry Lynch, (404) 725-7137, TLynch@gcesg.com

City of Stonecrest



Project: Aquatic Center and Rec Building CCTV Install
Quote #: 1904-066-RM Rev2
Date: February 5, 2020

Prepared for:

City of Stonecrest

Attn: Demeatrius Ivey, System Engineer II
3120 Stonecrest Blvd.
Stonecrest, GA 30038
(770) 910-0365 | divey@stonecrestga.com

This proposal includes data that will not be disclosed outside the Customer and will not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offered as a result of – or in connection with – submission of this data, the Customer will have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Customer's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets.

1.0 Introduction: Company Background and Experience

GC&E Systems Group, LLC (GC&E) specializes in Electronic Security, Information Technology (IT), and Telecommunications Solution Design and Installation in federal, state, and local markets. GC&E is a full-service electronic security systems integrator, which provides technically complex and innovative Internet Protocol (IP) video surveillance, Closed Circuit TV (CCTV), electronic access control, intercom, intrusion detection, and other security-related solutions. We leverage and apply our strong industry expertise to all the electronic security projects we support to ensure our customers benefit from our diverse experience.

GC&E has served as the electronic security system integrator for many large-scale contracts where services similar to this project were required. Our team includes more than 200 technical professionals, including Network / System Architects and Engineers, Registered Communication Distribution Designers, Project Managers, Security System Installation Technicians, Electricians and other technical professionals who are seasoned veterans in the electronic security system industry. While there are many companies capable of providing the services requested, few have our proven combination of unique experience, range of expertise, and the technical insight to address all facets of the security system installation required to successfully perform this project.

2.0 Scope of Work

2.1 Solution Summary

This proposal is for the installation of a new Genetec video management system at the Browns Mill Aquatic Center and Recreational building for the City of Stonecrest.

2.2 Installation Approach

Server Installation:

As part of this project there will be one (1) Genetec server that will be installed in an existing network rack in the MDF room in Stonecrest City Hall. This server will be licensed for Genetec Professional Edition and includes all necessary IP camera licenses, and a 1-year Genetec Advantage license. This server will communicate to the Aquatic Center and Recreational building utilizing the existing City of Stonecrest network link between City Hall, Aquatic Center, and the Recreational building. GC&E will install Genetec client software on two (2) customer provided workstations. Upon completion of the installation GC&E will program and configure the Genetec server for proper functionality with the new IP cameras mentioned hereafter.

***** Prior to installation GC&E will need the IP address scheme that will be used for all network devices (IP address, Gateway and subnet mask) *****

Aquatic Center Installation:

The Aquatic Center will receive a total of seventeen (17) Axis IP cameras as depicted on the attached drawings. Prior to installation GC&E personnel will review the locations of each camera with the customer for proper installation location. These new IP cameras will replace the existing analog cameras. There are three (3) new IP cameras at the restrooms, and common area. The two (2) IP cameras at the Pump House will be connected to a provided hardened switch and will communicate over a wireless bridge back to the main building. The IP cameras are comprised of the following models: ten (10) Axis P3225 IP dome cameras, three (3) Axis P3717 360° IP cameras, three (3) Axis P3707 180° IP cameras, and one (1) Axis P1435 IP bullet camera. Each of these new Axis cameras will receive new Category 6 cable that will be terminated to a new patch panel and patched to a customer provided PoE switch located in the MDF

Why GC&E?

- ✓ GC&E is a full-service electronic security systems integrator, which provides technically complex and innovative video surveillance, access control, intrusion detection, intercom, panic, mass notification, perimeter security, biometric, and other security solutions
- ✓ GC&E provides turnkey solutions, from the initial needs assessment and consultation, to systems engineering, design, and provisioning, through installation, and on-going system operations and maintenance, through the providing of preparedness and safety training programs
- ✓ GC&E has established partnerships with multiple electronic security system manufacturers enabling GC&E to be manufacturer and technology neutral
- ✓ GC&E possesses diverse project experience and expertise gained through the performance of over 8,000 electronic security projects over the last 10 years, which range in value from a few hundred dollars to over \$3.5 million dollars
- ✓ GC&E employs industry-recognized management and leadership with more than 100 years of combined electronic security experience and original equipment manufacturer trained and certified installation technicians and engineers
- ✓ GC&E has experience working in all major markets including Education; Federal, Civilian and Defense; State, Local, and County Governments; Law Enforcement and Correctional Institutions; Health Care; Commercial and Office; Critical Infrastructure (utilities); Manufacturing; and New Construction
- ✓ GC&E is a licensed security, electrical, and low voltage contractor
- ✓ GC&E employs five (5) Building Industry Consulting Services International (BICSI) Registered Communications Distribution Designers
- ✓ GC&E Quality Management System is ISO 9001 certified

room. The seven (7) exterior cameras will each receive a Ditek surge suppressor that will be bonded to a local ground. Upon completion of the installation GC&E will aim, and focus each camera with the customer for proper viewing and functionality.

Recreational Building Installation:

The Recreational building will receive a total of twelve (12) Axis IP cameras as depicted on the attached drawings. Prior to installation GC&E personnel will review the locations of each camera with the customer for proper installation location. These new IP cameras will replace the existing analog cameras. The IP cameras are comprised of the following models: four (4) Axis P3225 IP dome cameras, six (6) Axis P3717 360° IP cameras, two (2) Axis P3707 180° IP camera. The one (1) exterior Axis P3717 360° IP camera will be mounted to a corner mount. Each of these new Axis cameras will receive new Category 6 cable that will be terminated to a new patch panel patched to a customer provided PoE switch located in the MDF room. The three (3) exterior cameras will each receive a Ditek surge suppressor that will be bonded to a local ground. Upon completion of the installation GC&E will aim, and focus each camera with the customer for proper viewing and functionality.

Training:

GC&E will offer two (2) 2-hour training sessions on the use of the new Genetec Security Center platform.

3.0 Warranty

Upon substantial completion of the project, GC&E provides a one (1) year warranty on parts and labor.

To receive product replacement and or warranty support, the customer is required to comply with the manufacturer's standard product registration process as well the standard product return policy that may include prior contact with manufacturer Technical Support, returning defective materials in the original packaging along with all original connectors, cable assemblies, connectors, and all original documentation.

Warranty Coverage does not include damage or malfunction due to accident, acts of nature (including lightning strikes), improper operation, power surge/loss, misuse, neglect, unauthorized modification or repair or use in a manner for which the equipment was not intended. Nor does it cover technician services for troubleshooting, removing or replacing any failed component not covered by this warranty.

4.0 Exclusions or Items Not Included in Quote

- ❖ Cable tray
- ❖ PoE network switches
- ❖ Repairing any pre-existing issues with the system associated with the installation
- ❖ Bid, payment, or performance bond costs
- ❖ Lifts
- ❖ Correcting of existing code violations
- ❖ Troubleshooting of existing network, power, or grounding issues
- ❖ Engineered surveying or drawings
- ❖ Costs for independent inspections or testing
- ❖ Union labor, escorts, specific wage rates, or certified payroll
- ❖ Permit
- ❖ Items that are not specifically listed in this quote are not included
- ❖ Network equipment (including connectivity between closets, switches, patch panels, and SFPs/GBICs)

5.0 General Assumptions and Clarifications

- ❖ Existing cable pathways are free and clear of obstructions
- ❖ There is a 1-year Genetec Advantage as part of this project that will begin at the completion of the project
- ❖ Conduit stub ups and back boxes are existing or by others
- ❖ 120V electrical power is available on site for power tools for the duration of this project
- ❖ Pricing is contingent on the project being award as a whole
- ❖ Existing pole(s) have a ground rod installed at the base
- ❖ All work will be done during normal business hours
- ❖ The existing equipment and/or cable is functional and in normal operating condition
- ❖ Space will be available in existing (rack and/or cabinet) for new equipment
- ❖ No material will be ordered without approved submittals
- ❖ Manufacturers and part numbers are subject to change due to availability and technology changes
- ❖ Pricing is in accordance with Georgia State contract 99999-SPD-SPD0000025-0004

6.0 Terms and Conditions

Terms and Conditions	
1.	TAXES: Prices exclude (unless otherwise noted in the proposal) all duties, taxes, tariffs, or other governmental charges that now are, or hereafter may be, imposed upon the sale or use of the Products or Services. All such duties, taxes, tariffs, or other charges paid by GC&E shall be for Purchaser's account. Any exemption claimed paid by GC&E shall be for Purchaser's account. Any exemption claimed from the application of such duties, taxes, tariffs, or other charges should be plainly designated on the face of orders placed with GC&E and accompanied by exemption certificates where required. If during the duration of any contract/project there is an increase or decrease from the quoted tax amount due to changes by the corresponding local/county/state entities that amount will be passed through to the customer at cost.
2.	PRICE VALIDITY: The prices set forth in this proposal are predicated on receipt of a contract or Purchase Order within 30 days from the date of this proposal. If 30 days have passed and performance is required, GC&E reserves the right to revise the pricing in this proposal to reflect current material and labor market prices and current site conditions.

Use or disclosure of data contained on this sheet is subject to the restrictions of the title page of this response document.

3.	PURCHASER SPECIFICATIONS: GC&E Systems Group assumes no liability for any errors or omissions in any specification provided by the purchaser, including any errors or omissions made by GC&E in the interpretation of any such specifications. Any items included in any specification provided by the purchaser and not listed and priced on GC&E's proposal are not part of this Agreement.
4.	LIQUIDATED DAMAGES: GC&E will not be responsible for any liquidated damages other than those attributed to delays caused solely by GC&E. If GC&E is one of several contractors responsible for delays, GC&E will only be responsible for a pro rata share of liquidated damages to the extent attributable to or caused by GC&E. GC&E will not be responsible for any liquidated damages in an amount greater than that actually assessed against GC&E.
5.	CANCELLATION: This Agreement cannot be cancelled or postponed by the Purchaser except with GC&E's consent and upon terms that will indemnify GC&E against loss. Accordingly, Purchaser shall pay GC&E the greater of (i) a charge equal to 10% of its total price or (ii) reasonable cancellation charges, GC&E's anticipated profit, restocking fees, and expenses already incurred by GC&E in performing or preparing to perform the work required by Purchaser's order, as invoiced by GC&E. GC&E Systems Group reserves the right to cancel this Quotation Agreement if excessive downtime is encountered which, in the discretion of GC&E, is beyond its control (limited access to work area, training, etc.) or if customer fails to comply with any term of this agreement. The GC&E billable rate for downtime is per GC&E standard rates.
6.	INSPECTION: Within five business days of receipt of the Products and Services, Purchaser shall inspect the Products and Services to check for shortages or any other nonconformity. Unless Purchaser shall thereafter notify GC&E in writing of any nonconformity (other than that relating to loss or damage in transit, which claims will be made directly to the carrier) within ten days of inspection, Purchaser shall be deemed to have accepted the Products and Services without any qualifications and cannot, thereafter, reject the Products and Services for any reason. In any event, Products and Services accepted and used shall be deemed to have been accepted in good condition and in compliance with the specification and order therefore.
7.	GOVERNING LAW: The terms of this quotation shall be governed and interpreted in accordance with the laws of the State of Alaska. If any provision of this Quotation Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.
8.	EXISTING CODE VIOLATIONS: Existing code violations requiring correction by the local authority inspectors is the responsibility of the customer and is not included in GC&E's pricing.
9.	PAYMENTS: Payment is due Net 30. Payment by credit card will incur an additional fee of 2.75%.
10.	DELINQUENT PAYMENTS: If any amount owing to GC&E under the terms hereof is not paid when due, interest shall accrue on any unpaid balance at a rate of 1.5% (1% for Georgia customers per O.C.G.A. § 13-11-2) simple interest every thirty (30) days. Additionally, in the event full payment is not made and GC&E is required to institute legal proceedings in order to collect amounts owing hereunder, the party against whom enforcement is sought shall be required to reimburse GC&E for all reasonable costs of collection, including attorneys' fees, if GC&E is ultimately successful in prosecuting its claims.
11.	DISCLAIMER: In no event shall GC&E Systems Group be responsible for any direct, indirect, incidental, special or consequential damages, including loss of profits, revenue, and/or data, incurred by any party to the agreement, or any third party, resulting from the usage of products or services supplied under this Quotation Agreement, even if such party has been advised of the possibilities of such damages.
12.	ACCEPTED: This Quotation Agreement and any exhibits attached hereto constitutes the entire agreement between parties concerning the subject matter hereof, superseding all prior negotiations, discussions and agreements, oral or written. The above prices, specifications and all conditions are satisfactory and are hereby accepted. GC&E is authorized to do work as specified. Payment will be made as outlined above.

7.0 Bill of Materials

State of Georgia Contract 99999-SPD0000025-0004

Description	Qty	UoM	Manuf	Part #	MSRP	% Off	Unit Price	Ext Price
Shielded Power Over Ethernet Power/Data Surge Protection	12	Each	Ditek	DTK-MRJPOES	\$82.00	21.00%	\$64.78	\$777.36
P1435-LE Network Camera	1	Each	Axis	0777-001	\$599.00	17.67%	\$493.16	\$493.16
Conduit Back Box for Bullet Camera	1	Each	Axis	01190-001	\$119.00	17.67%	\$97.97	\$97.97
P3225-LVE MkII, IP Dome Camera	15	Each	Axis	0955-001	\$699.00	17.67%	\$575.49	\$8,632.35
Pendant Kit for P3225	15	Each	Axis	5505-871	\$49.00	17.67%	\$40.34	\$605.10
Wall Mount for Dome Camera	15	Each	Axis	5506-481	\$39.00	17.67%	\$32.11	\$481.65
P3717-PLE, 360° Multi-Lens IP Camera	8	Each	Axis	01504-001	\$1,349.00	17.67%	\$1,110.63	\$8,885.04
Pendant Kit for P3717	8	Each	Axis	01513-001	\$89.00	17.67%	\$73.27	\$586.16
Corner Mount for P3717	2	Each	Axis	5507-601	\$59.00	17.67%	\$48.57	\$97.14
P3807-PVE, 180° Multi-Lens IP camera	5	Each	Axis	01048-001	\$1,349.00	17.67%	\$1,110.63	\$5,553.15
Software Version	1	Each	Genetec	GSC-5.8	\$0.00	20.00%	\$0.00	\$0.00
Genetec™ Security Center (GSC) Base Package - Version 5.8	1	Each	Genetec	GSC-BASE-5.8	\$0.00	20.00%	\$0.00	\$0.00

Use or disclosure of data contained on this sheet is subject to the restrictions of the title page of this response document.

Description	Qty	UoM	Manuf	Part #	MSRP	% Off	Unit Price	Ext Price
GSC Omnicast™ Professional Package	1	Each	Genetec	GSC-Om-P	\$1,130.00	20.00%	\$904.00	\$904.00
1 camera connection	29	Each	Genetec	GSC-Om-P-1C	\$230.00	20.00%	\$184.00	\$5,336.00
Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year	29	Each	Genetec	ADV-CAM-P-1Y	\$40.00	20.00%	\$32.00	\$928.00
Streamvault™ 2000E Appliance	1	Each	Genetec	SV-2010E-R4-32T-8-136	\$10,539.00	20.00%	\$8,431.20	\$8,431.20
							Sub Total	\$41,808.28

State of Georgia Contract 99999-SPD0000025-0004 Cost+ 20%

Description	Qty	UoM	Manuf	Part #	GC&E Cost	Cost+ 20%	Ext Price
Cat6 4Pr. CMP Eco® Blue Cable, 1,000' Box	5000	Foot	Hitachi	30237-8-BL2	\$0.21	\$0.25	\$1,250.00
						Sub Total	\$1,250.00

Non State of Georgia Contract

Description	Qty	UoM	Manuf	Part #	Unit Price	Ext Price
Cat6 Patch Cord, Blue, 3'	29	Each	Lynn	PC603-BL	\$3.72	\$107.88
Cat 6 Patch Cord, Blue, 1'	18	Each	Lynn	PC601-BU	\$2.78	\$50.04
Cat 6 Shielded Patch Cable, Blue, 1'	11	Each	Lynn	PC6S01-BL	\$4.18	\$45.98
1-Port Quickport Surface Mount Housing, White	29	Each	Leviton	41089-1WP	\$2.70	\$78.30
Cat6 Shielded Jacks	11	Each	Leviton	61SJK-RL6	\$15.33	\$168.63
CAT6 RJ45 Jack, Blue	18	Each	Leviton	61110-RL6	\$8.37	\$150.66
#12 THHN Stranded, Green	120	Foot	Mayer	12THHNSTRGRN	\$0.22	\$26.40
NanoBeam airMax Bridge	2	Each	Ubiquiti	NBE-5AC-GEN2	\$155.68	\$311.36
Hardened Switch, 6 Port PoE	1	Each	TrendNet	TI-PG62	\$431.72	\$431.72
Power Supply for Hardened Switch	1	Each	TrendNet	48VDC3000	\$214.07	\$214.07
Patch Panel, 24 Port	2	Each	Leviton	69586-U24	\$241.58	\$483.16
#6-#14 Ground Lug	12	Each	Blackburn	ADR6-B2-5	\$2.47	\$29.64
Conduit, EMT 1/2"	20	Each	Allied Tube	853428	\$6.53	\$130.60
Connector, EMT 1/2" (5 Pack)	4	Each	Halex	26270	\$3.77	\$15.08
Coupler EMT 1/2" (5 Pack)	4	Each	Raco	2022B5	\$3.52	\$14.08
One Hole Strap (25 Pack)	2	Each	Halex	26151	\$7.75	\$15.50
Single Gang Box	12	Each	Steel City	5837112-25R	\$4.22	\$50.64
Box Cover	12	Each	Raco	860	\$1.07	\$12.84
Miscellaneous Installation Materials and Shipping & Handling	1	Lot			\$3,707.77	\$3,707.77
					Sub Total	\$6,044.35

8.0 Pricing

Project Summary	
Non-State Contract Equipment:	\$6,044.35
State Contract Equipment:	\$43,058.28
State Contract Labor:	\$29,879.90
Tax:	Exempt
Grand Total:	\$78,982.53

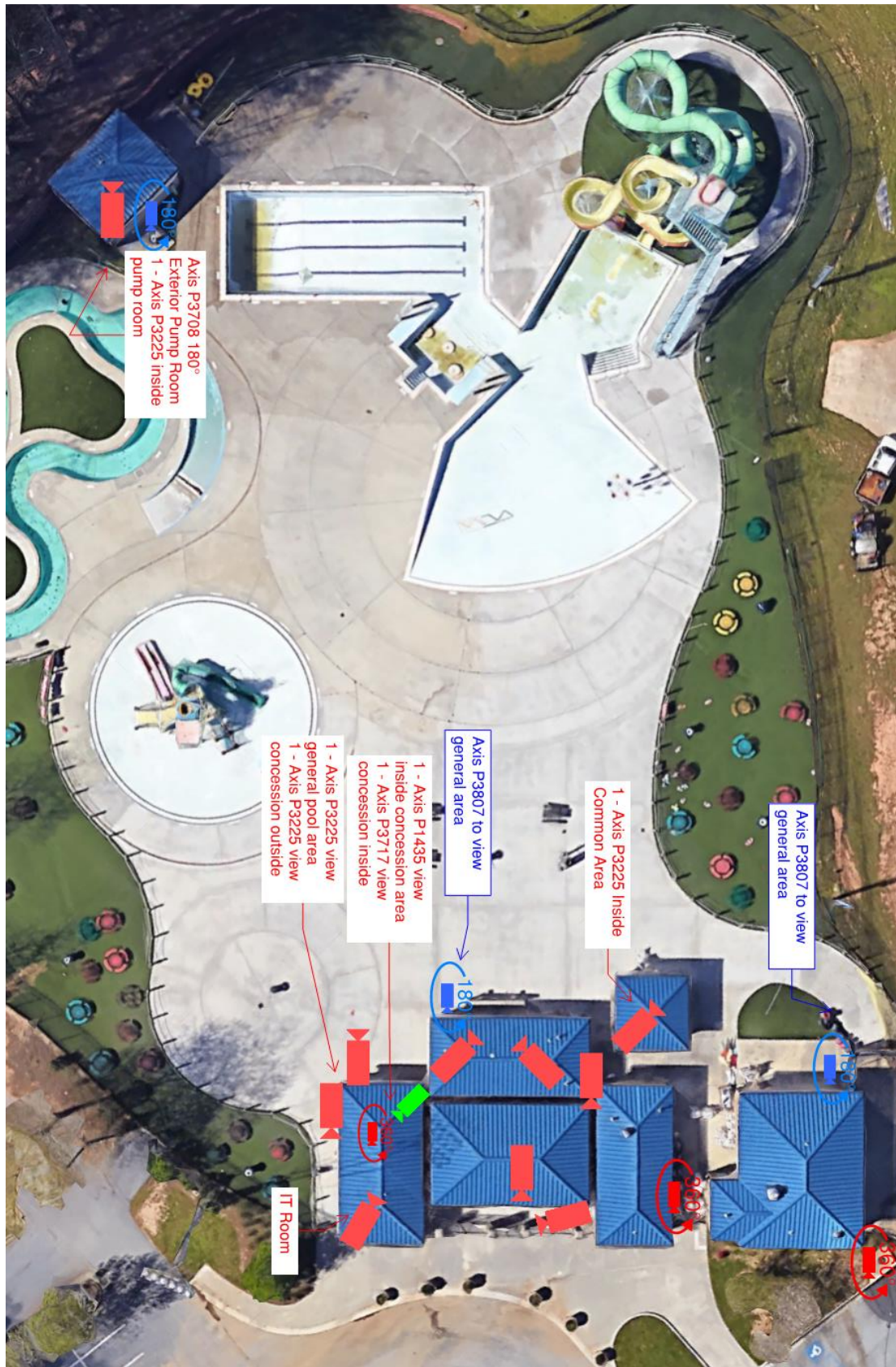
I have read all of the project scope information and fully understand the quote in its entirety. I have also had the opportunity to request clarification on any and all items listed in this document. I have full authority to execute this agreement and enter into contract with GC&E Systems Group to furnish labor and materials for the project scope as listed above.

Company: City of Stonecrest
 Printed Name: _____
 Signature: _____
 Title: _____
 Dated: _____

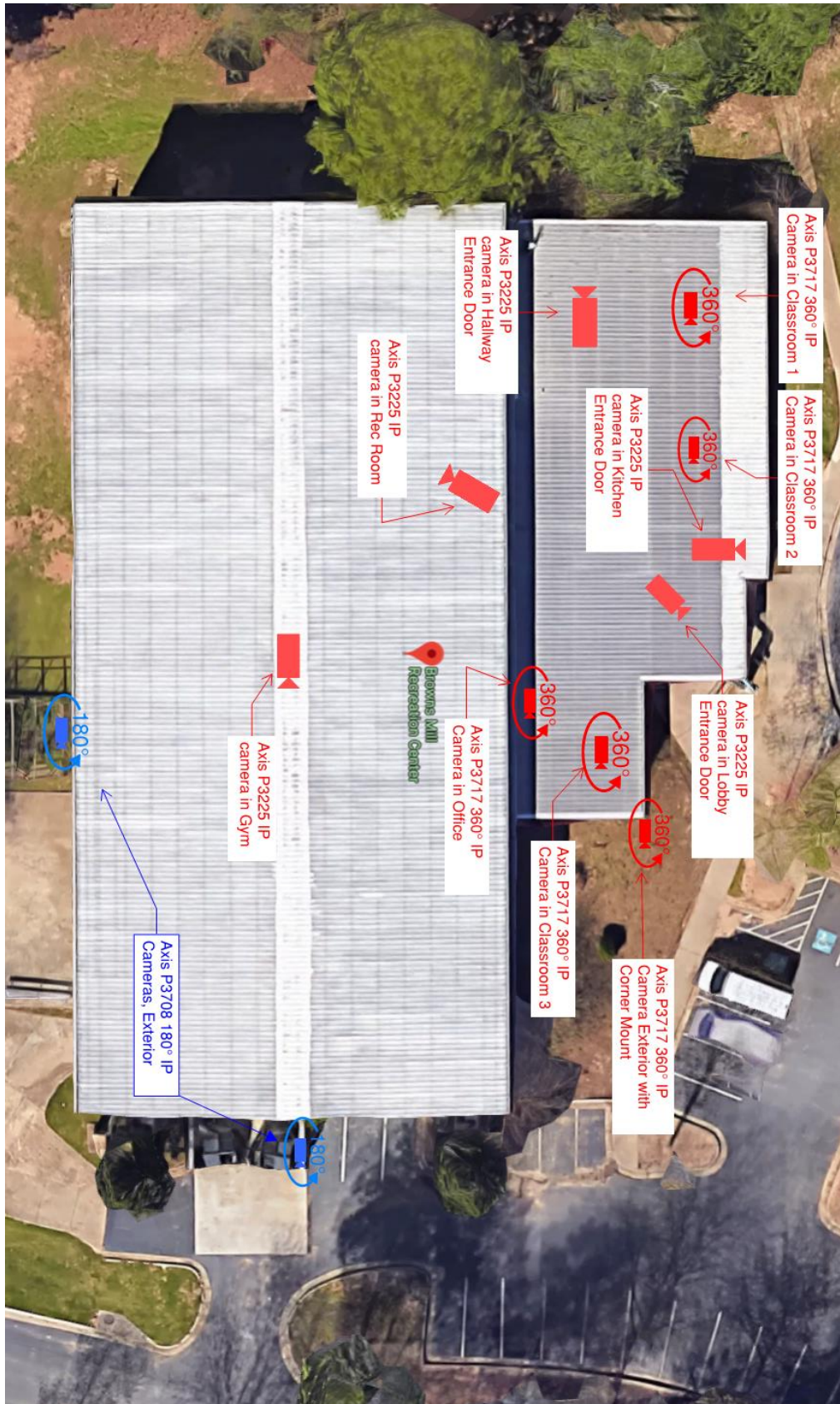
I have fully coordinated, reviewed, and/or clarified all project scope information listed above with the customer.

Company: GC&E Systems Group, Inc.
 Printed Name: Terry Lynch
 Signature: _____
 Title: Senior Account Manager
 Dated: _____

Revision History			
Revision	Date	Description	Author
0	April 18, 2019	Initial Release	R. McGaughey
1	August 19, 2019	Updated pricing	R. McGaughey
2	February 5, 2020	Updated Pricing and Genetec server due to the previously quoted model being discontinued	T. Crispino



Use or disclosure of data contained on this sheet is subject to the restrictions of the title page of this response document.



Use or disclosure of data contained on this sheet is subject to the restrictions of the title page of this response document.



GC&E Systems Group, Inc.
5835 Peachtree Corners East, Suite A
Peachtree Corners, GA 30092
Phone: (770) 448-3908, Fax: (770) 448-3918, www.gcesg.com
Terry Lynch, (404) 725-7137, TLynch@gcesg.com

City of Stonecrest



Project: Recreation Center CCTV Install
Quote #: 1904-066-RMA Rev2
Date: February 5, 2020

Prepared for:

City of Stonecrest

Attn: Demeatrius Ivey, System Engineer II
3120 Stonecrest Blvd.
Stonecrest, GA 30038
(770) 910-0365 | divey@stonecrestga.com

This proposal includes data that will not be disclosed outside the Customer and will not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offered as a result of – or in connection with – submission of this data, the Customer will have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Customer's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets.

1.0 Introduction: Company Background and Experience

GC&E Systems Group, LLC (GC&E) specializes in Electronic Security, Information Technology (IT), and Telecommunications Solution Design and Installation in federal, state, and local markets. GC&E is a full-service electronic security systems integrator, which provides technically complex and innovative Internet Protocol (IP) video surveillance, Closed Circuit TV (CCTV), electronic access control, intercom, intrusion detection, and other security-related solutions. We leverage and apply our strong industry expertise to all the electronic security projects we support to ensure our customers benefit from our diverse experience.

GC&E has served as the electronic security system integrator for many large-scale contracts where services similar to this project were required. Our team includes more than 200 technical professionals, including Network / System Architects and Engineers, Registered Communication Distribution Designers, Project Managers, Security System Installation Technicians, Electricians and other technical professionals who are seasoned veterans in the electronic security system industry. While there are many companies capable of providing the services requested, few have our proven combination of unique experience, range of expertise, and the technical insight to address all facets of the security system installation required to successfully perform this project.

2.0 Scope of Work

2.1 Solution Summary

This proposal is for the installation of a new Genetec video management system at the Browns Mill Aquatic Center and Recreational building for the City of Stonecrest.

2.2 Installation Approach

Server Installation:

As part of this project there will be one (1) Genetec server that will be installed in an existing network rack in the MDF room in Stonecrest City Hall. This server will be licensed for Genetec Professional Edition and includes all necessary IP camera licenses, and a 1-year Genetec Advantage license. This server will communicate to the Aquatic Center and Recreational building utilizing the existing City of Stonecrest network link between City Hall, Aquatic Center, and the Recreational building. GC&E will install Genetec client software on two (2) customer provided workstations. Upon completion of the installation GC&E will program and configure the Genetec server for proper functionality with the new IP cameras mentioned hereafter.

***** Prior to installation GC&E will need the IP address scheme that will be used for all network devices (IP address, Gateway and subnet mask) *****

Recreational Building Installation:

The Recreational building will receive a total of twelve (12) Axis IP cameras as depicted on the attached drawings. Prior to installation GC&E personnel will review the locations of each camera with the customer for proper installation location. These new IP cameras will replace the existing analog cameras. The IP cameras are comprised of the following models: five (5) Axis P3225 IP dome cameras, five (5) Axis P3717 360° IP cameras, two (2) Axis P3707 180° IP camera. The one (1) exterior Axis P3717 360° IP camera will be mounted to a corner mount. Each of these new Axis cameras will receive new Category 6 cable that will be terminated to a new patch panel patched to a customer provided PoE switch located in the MDF room. The three (3) exterior cameras will each receive a Ditek surge

Why GC&E?

- ✓ GC&E is a full-service electronic security systems integrator, which provides technically complex and innovative video surveillance, access control, intrusion detection, intercom, panic, mass notification, perimeter security, biometric, and other security solutions
- ✓ GC&E provides turnkey solutions, from the initial needs assessment and consultation, to systems engineering, design, and provisioning, through installation, and on-going system operations and maintenance, through the providing of preparedness and safety training programs
- ✓ GC&E has established partnerships with multiple electronic security system manufacturers enabling GC&E to be manufacturer and technology neutral
- ✓ GC&E possesses diverse project experience and expertise gained through the performance of over 8,000 electronic security projects over the last 10 years, which range in value from a few hundred dollars to over \$3.5 million dollars
- ✓ GC&E employs industry-recognized management and leadership with more than 100 years of combined electronic security experience and original equipment manufacturer trained and certified installation technicians and engineers
- ✓ GC&E has experience working in all major markets including Education; Federal, Civilian and Defense; State, Local, and County Governments; Law Enforcement and Correctional Institutions; Health Care; Commercial and Office; Critical Infrastructure (utilities); Manufacturing; and New Construction
- ✓ GC&E is a licensed security, electrical, and low voltage contractor
- ✓ GC&E employs five (5) Building Industry Consulting Services International (BICSI) Registered Communications Distribution Designers
- ✓ GC&E Quality Management System is ISO 9001 certified

suppressor that will be bonded to a local ground. Upon completion of the installation GC&E will aim, and focus each camera with the customer for proper viewing and functionality.

Training:

GC&E will offer one (1) 2-hour training sessions on the use of the new Genetec Security Center platform.

3.0 Warranty

Upon substantial completion of the project, GC&E provides a one (1) year warranty on parts and labor.

To receive product replacement and or warranty support, the customer is required to comply with the manufacturer's standard product registration process as well the standard product return policy that may include prior contact with manufacturer Technical Support, returning defective materials in the original packaging along with all original connectors, cable assemblies, connectors, and all original documentation.

Warranty Coverage does not include damage or malfunction due to accident, acts of nature (including lightning strikes), improper operation, power surge/loss, misuse, neglect, unauthorized modification or repair or use in a manner for which the equipment was not intended. Nor does it cover technician services for troubleshooting, removing or replacing any failed component not covered by this warranty.

4.0 Exclusions or Items Not Included in Quote

- ❖ Cable tray
- ❖ PoE network switches
- ❖ Repairing any pre-existing issues with the system associated with the installation
- ❖ Bid, payment, or performance bond costs
- ❖ Lifts
- ❖ Correcting of existing code violations
- ❖ Troubleshooting of existing network, power, or grounding issues
- ❖ Engineered surveying or drawings
- ❖ Costs for independent inspections or testing
- ❖ Union labor, escorts, specific wage rates, or certified payroll
- ❖ Permit
- ❖ Items that are not specifically listed in this quote are not included
- ❖ Network equipment (including connectivity between closets, switches, patch panels, and SFPs/GBICs)

5.0 General Assumptions and Clarifications

- ❖ Existing cable pathways are free and clear of obstructions
- ❖ There is a 1-year Genetec Advantage as part of this project that will begin at the completion of the project
- ❖ Conduit stub ups and back boxes are existing or by others
- ❖ 120V electrical power is available on site for power tools for the duration of this project
- ❖ Pricing is contingent on the project being award as a whole
- ❖ Existing pole(s) have a ground rod installed at the base
- ❖ All work will be done during normal business hours
- ❖ The existing equipment and/or cable is functional and in normal operating condition
- ❖ Space will be available in existing (rack and/or cabinet) for new equipment
- ❖ No material will be ordered without approved submittals
- ❖ Manufacturers and part numbers are subject to change due to availability and technology changes
- ❖ Pricing is in accordance with Georgia State contract 99999-SPD-SPD0000025-0004

6.0 Terms and Conditions

Terms and Conditions	
1.	TAXES: Prices exclude (unless otherwise noted in the proposal) all duties, taxes, tariffs, or other governmental charges that now are, or hereafter may be, imposed upon the sale or use of the Products or Services. All such duties, taxes, tariffs, or other charges paid by GC&E shall be for Purchaser's account. Any exemption claimed paid by GC&E shall be for Purchaser's account. Any exemption claimed from the application of such duties, taxes, tariffs, or other charges should be plainly designated on the face of orders placed with GC&E and accompanied by exemption certificates where required. If during the duration of any contract/project there is an increase or decrease from the quoted tax amount due to changes by the corresponding local/county/state entities that amount will be passed through to the customer at cost.
2.	PRICE VALIDITY: The prices set forth in this proposal are predicated on receipt of a contract or Purchase Order within 30 days from the date of this proposal. If 30 days have passed and performance is required, GC&E reserves the right to revise the pricing in this proposal to reflect current material and labor market prices and current site conditions.
3.	PURCHASER SPECIFICATIONS: GC&E Systems Group assumes no liability for any errors or omissions in any specification provided by the purchaser, including any errors or omissions made by GC&E in the interpretation of any such specifications. Any items included in any specification provided by the purchaser and not listed and priced on GC&E's proposal are not part of this Agreement.
4.	LIQUIDATED DAMAGES: GC&E will not be responsible for any liquidated damages other than those attributed to delays caused solely by GC&E. If GC&E is one of several contractors responsible for delays, GC&E will only be responsible for a pro rata share of liquidated damages to the extent attributable to or cause by GC&E. GC&E will not be responsible for any liquidated damages in an amount greater than that actually assessed against GC&E.
5.	CANCELLATION: This Agreement cannot be cancelled or postponed by the Purchaser except with GC&E's consent and upon terms that will indemnify GC&E against loss. Accordingly, Purchaser shall pay GC&E the greater of (i) a charge equal to 10% of its total price or (ii) reasonable cancellation charges, GC&E's anticipated profit, restocking

Use or disclosure of data contained on this sheet is subject to the restrictions of the title page of this response document.

	fees, and expenses already incurred by GC&E in performing or preparing to perform the work required by Purchaser's order, as invoiced by GC&E. GC&E Systems Group reserves the right to cancel this Quotation Agreement if excessive downtime is encountered which, in the discretion of GC&E, is beyond its control (limited access to work area, training, etc.) or if customer fails to comply with any term of this agreement. The GC&E billable rate for downtime is per GC&E standard rates.
6.	INSPECTION: Within five business days of receipt of the Products and Services, Purchaser shall inspect the Products and Services to check for shortages or any other nonconformity. Unless Purchaser shall thereafter notify GC&E in writing of any nonconformity (other than that relating to loss or damage in transit, which claims will be made directly to the carrier) within ten days of inspection, Purchaser shall be deemed to have accepted the Products and Services without any qualifications and cannot, thereafter, reject the Products and Services for any reason. In any event, Products and Services accepted and used shall be deemed to have been accepted in good condition and in compliance with the specification and order therefore.
7.	GOVERNING LAW: The terms of this quotation shall be governed and interpreted in accordance with the laws of the State of Alaska. If any provision of this Quotation Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.
8.	EXISTING CODE VIOLATIONS: Existing code violations requiring correction by the local authority inspectors is the responsibility of the customer and is not included in GC&E's pricing.
9.	PAYMENTS: Payment is due Net 30. Payment by credit card will incur an additional fee of 2.75%.
10.	DELINQUENT PAYMENTS: If any amount owing to GC&E under the terms hereof is not paid when due, interest shall accrue on any unpaid balance at a rate of 1.5% (1% for Georgia customers per O.C.G.A. § 13-11-2) simple interest every thirty (30) days. Additionally, in the event full payment is not made and GC&E is required to institute legal proceeding in order to collect amounts owing hereunder, the party against whom enforcement is sought shall be required to reimburse GC&E for all reasonable costs of collection, including attorneys' fees, if GC&E is ultimately successful in prosecuting its claims.
11.	DISCLAIMER: In no event shall GC&E Systems Group be responsible for any direct, indirect, incidental, special or consequential damages, including loss of profits, revenue, and/or data, incurred by any party to the agreement, or any third party, resulting from the usage of products or services supplied under this Quotation Agreement, even if such party has been advised of the possibilities of such damages.
12.	ACCEPTED: This Quotation Agreement and any exhibits attached hereto constitutes the entire agreement between parties concerning the subject matter hereof, superseding all prior negotiations, discussions and agreements, oral or written. The above prices, specifications and all conditions are satisfactory and are hereby accepted. GC&E is authorized to do work as specified. Payment will be made as outlined above.

7.0 Bill of Materials

State of Georgia Contract 99999-SPD0000025-0004

Description	Qty	UoM	Manuf	Part #	MSRP	% Off	Unit Price	Ext Price
Shielded Power Over Ethernet Power/Data Surge Protection	3	Each	Ditek	DTK-MRJOES	\$82.00	21.00%	\$64.78	\$194.34
P3225-LVE MkII, IP Dome Camera	5	Each	Axis	0955-001	\$699.00	17.67%	\$575.49	\$2,877.45
Pendant Kit for P3225	5	Each	Axis	5505-871	\$49.00	17.67%	\$40.34	\$201.70
Wall Mount for Dome Camera	5	Each	Axis	5506-481	\$39.00	17.67%	\$32.11	\$160.55
P3717-PLE, 360° Multi-Lens IP Camera	5	Each	Axis	01504-001	\$1,349.00	17.67%	\$1,110.63	\$5,553.15
Pendant Kit for P3717	5	Each	Axis	01513-001	\$89.00	17.67%	\$73.27	\$366.35
Corner Mount for P3717	1	Each	Axis	5507-601	\$59.00	17.67%	\$48.57	\$48.57
P3807-PVE, 180° Multi-Lens IP camera	2	Each	Axis	01048-001	\$1,349.00	17.67%	\$1,110.63	\$2,221.26
Software Version	1	Each	Genetec	GSC-5.8	\$0.00	20.00%	\$0.00	\$0.00
Genetec™ Security Center (GSC) Base Package - Version 5.8	1	Each	Genetec	GSC-BASE-5.8	\$0.00	20.00%	\$0.00	\$0.00
GSC Omnicast™ Professional Package	1	Each	Genetec	GSC-Om-P	\$1,130.00	20.00%	\$904.00	\$904.00
1 camera connection	12	Each	Genetec	GSC-Om-P-1C	\$230.00	20.00%	\$184.00	\$2,208.00
Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year	12	Each	Genetec	ADV-CAM-P-1Y	\$40.00	20.00%	\$32.00	\$384.00
Streamvault™ 2000E Appliance	1	Each	Genetec	SV-2010E-R4-32T-8-136	\$10,539.00	20.00%	\$8,431.20	\$8,431.20
							Sub Total	\$23,550.57

Use or disclosure of data contained on this sheet is subject to the restrictions of the title page of this response document.

State of Georgia Contract 99999-SPD0000025-0004 Cost+ 20%

Description	Qty	UoM	Manuf	Part #	GC&E Cost	Cost+ 20%	Ext Price
Cat6 4Pr. CMP Eco® Blue Cable, 1,000' Box	2000	Foot	Hitachi	30237-8-BL2	\$0.21	\$0.25	\$500.00
						Sub Total	\$500.00

Non State of Georgia Contract

Description	Qty	UoM	Manuf	Part #	Unit Price	Ext Price
Cat6 Patch Cord, Blue, 3'	12	Each	Lynn	PC603-BL	\$3.72	\$44.64
Cat 6 Patch Cord, Blue, 1'	10	Each	Lynn	PC601-BU	\$2.78	\$27.80
Cat 6 Shielded Patch Cable, Blue, 1'	2	Each	Lynn	PC6S01-BL	\$4.18	\$8.36
1-Port Quickport Surface Mount Housing, White	12	Each	Leviton	41089-1WP	\$2.70	\$32.40
Cat6 Shielded Jacks	2	Each	Leviton	61SJK-RL6	\$15.33	\$30.66
CAT6 RJ45 Jack, Blue	12	Each	Leviton	61110-RL6	\$8.37	\$100.44
#12 THHN Stranded, Green	30	Foot	Mayer	12THHNSTRGRN	\$0.22	\$6.60
Patch Panel, 24 Port	1	Each	Leviton	69586-U24	\$241.58	\$241.58
#6-#14 Ground Lug	3	Each	Blackburn	ADR6-B2-5	\$2.47	\$7.41
Conduit, EMT 1/2"	7	Each	Allied Tube	853428	\$6.53	\$45.71
Connector, EMT 1/2" (5 Pack)	1	Each	Halex	26270	\$3.77	\$3.77
Coupler EMT 1/2" (5 Pack)	1	Each	Raco	2022B5	\$3.52	\$3.52
One Hole Strap (25 Pack)	1	Each	Halex	26151	\$7.75	\$7.75
Single Gang Box	4	Each	Steel City	5837112-25R	\$4.22	\$16.88
Box Cover	4	Each	Raco	860	\$1.07	\$4.28
Post Project Engineering/CAD	0	Hour			\$0.00	\$0.00
Miscellaneous Installation Materials and Shipping & Handling	1	Lot			\$1,966.71	\$1,966.71
					Sub Total	\$2,548.51

8.0 Pricing

Project Summary	
Non-State Contract Equipment:	\$2,548.51
State Contract Equipment:	\$24,050.57
State Contract Labor:	\$14,819.82
Tax:	Exempt
Grand Total:	\$41,418.90

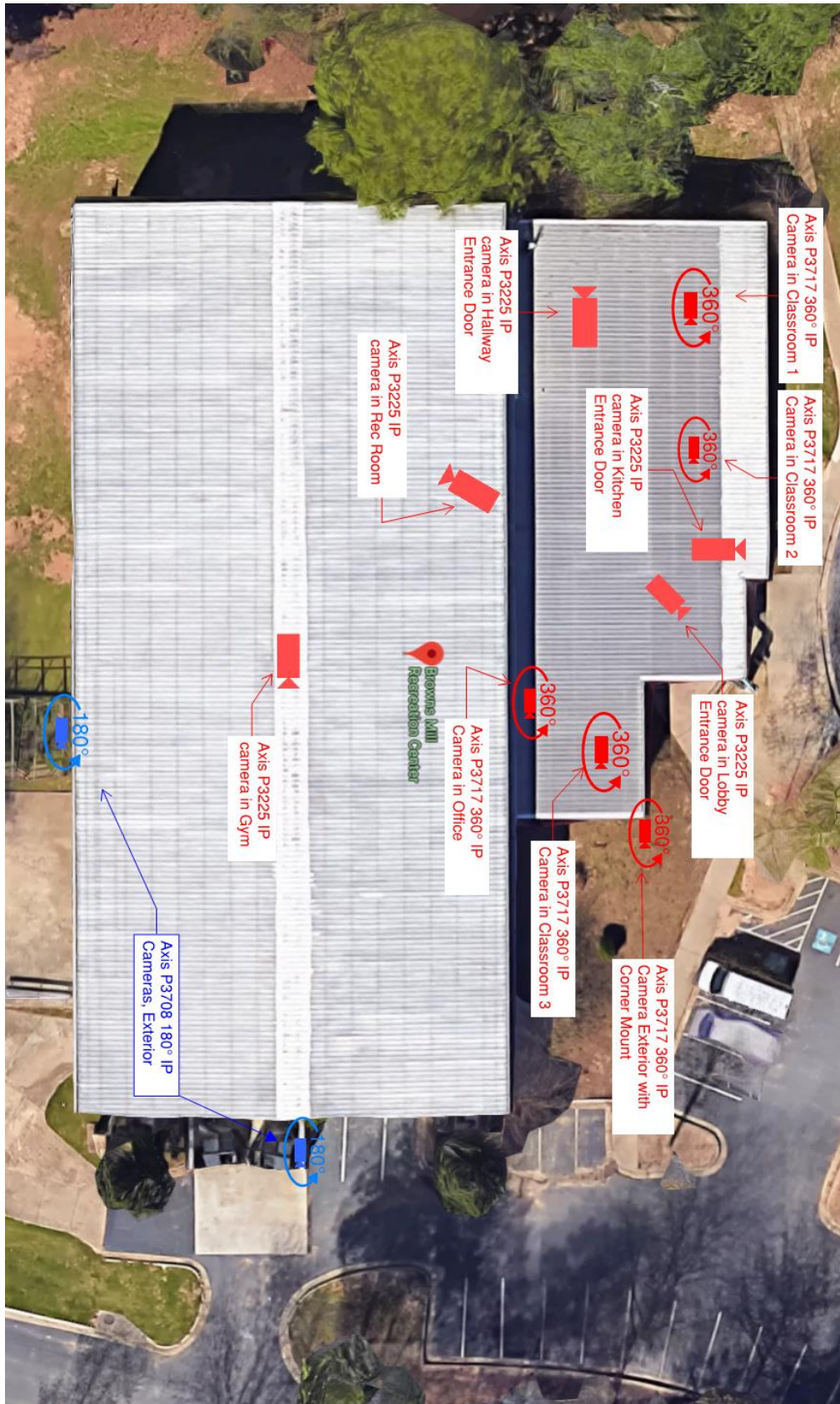
I have read all of the project scope information and fully understand the quote in its entirety. I have also had the opportunity to request clarification on any and all items listed in this document. I have full authority to execute this agreement and enter into contract with GC&E Systems Group to furnish labor and materials for the project scope as listed above.

Company: City of Stonecrest
 Printed Name: _____
 Signature: _____
 Title: _____
 Dated: _____

I have fully coordinated, reviewed, and/or clarified all project scope information listed above with the customer.

Company: GC&E Systems Group, Inc.
 Printed Name: Terry Lynch
 Signature: _____
 Title: Senior Account Manager
 Dated: _____

Revision History			
Revision	Date	Description	Author
0	April 18, 2019	Initial Release	R. McGaughey
1	August 19, 2019	Separated Recreation Center from Aquatic Center	R. McGaughey
2	February 5, 2020	Updated Pricing and Genetec server due to the previously quoted model being discontinued	T. Crispino



Use or disclosure of data contained on this sheet is subject to the restrictions of the title page of this response document.

Old Business

Agenda Item XII.

**f. SLUP-19-007-
3620 Klondike Road**



CITY COUNCIL AGENDA ITEM

**SUBJECT: Ordinance for Special Land Use Petition
SLUP-19-007 (3620 Klondike Road)**

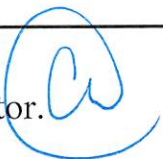
☐ ORDINANCE ☐ POLICY ☐ STATUS REPORT

☐ DISCUSSION ONLY ☐ RESOLUTION ☒ OTHER

Date Submitted: 01/20/2020

Work Section:

Council Meeting: 01/27/2020

SUBMITTED BY: Christopher Wheeler, Planning and Zoning Director. 

PURPOSE: To receive special land use permit for the operation of a personal care home up to six (6) people.

HISTORY: This item was heard at the January 7th, 2019 Planning Commission Meeting. The applicant has requested a special land use permit for the operation of a personal care home. The Planning Commission recommend deferral of the application.

OPTIONS: Approve, Deny or make Alternative conditions

RECOMMENDATED ACTION:

Planning Commission recommended deferral SLUP-19-007 at the January 7th meeting.

ATTACHMENTS:

- # 1 01/20/20 Staff Report
- # 2 01/20/20 Rezoning Application
- # 3 01/20/20 Power Point Presentation



PLANNING COMMISSION AND CITY COUNCIL STAFF REPORT

MEETING DATE: January 7th, 2020 / January 27th, 2020

GENERAL INFORMATION

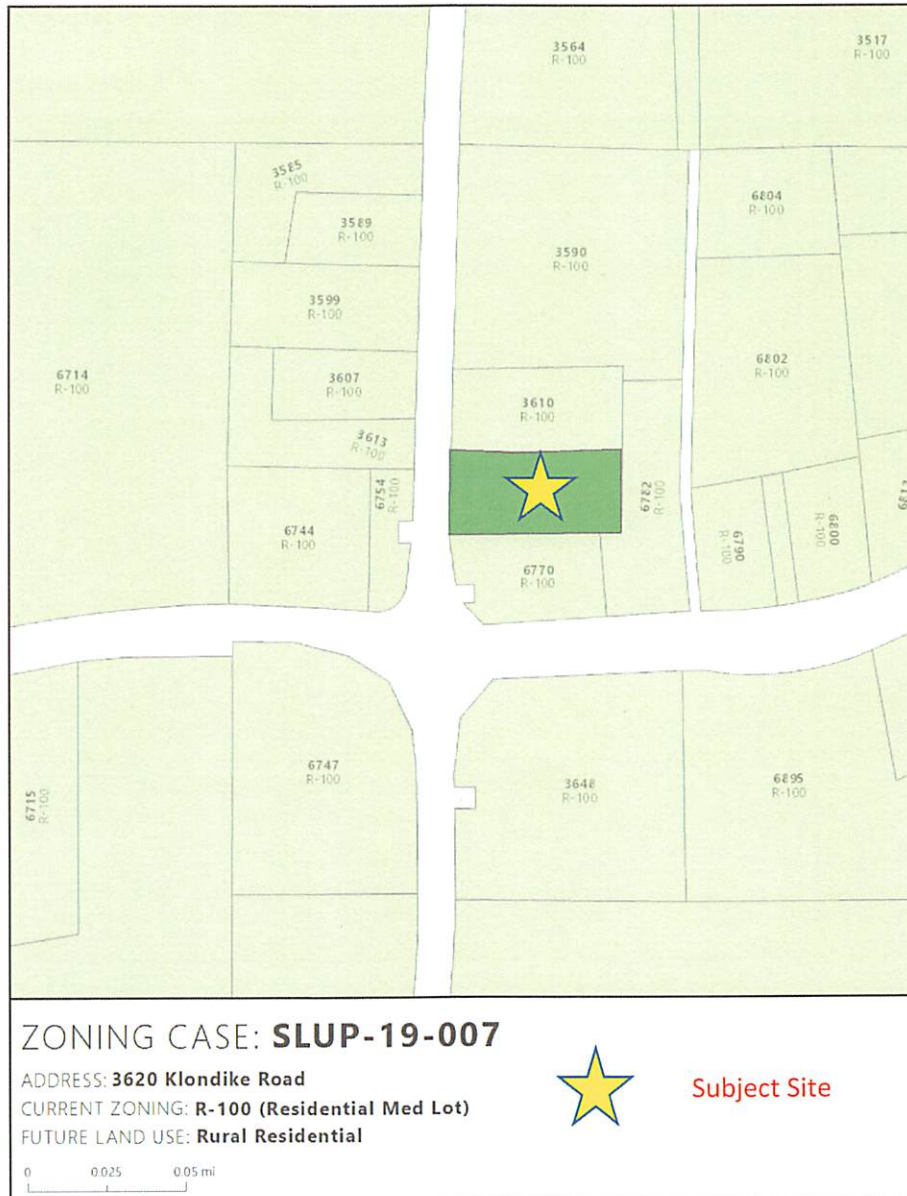
Petition Number:	SLUP 19-007
Applicant:	Dr. Dana Avist
Owner:	Dr. Dana Avist
Project Location:	3620 Klondike Road Stonecrest Ga 30038
District:	District 5
Acreage:	0.6 Acres
Existing Zoning:	Residential Med Lot (R-100)
Proposed Zoning:	Residential Med Lot (R-100)
Proposed Development/Request:	The applicant is requesting a Special Land Use Permit (SLUP) to operate a Personal Care Home for five (5) to six (6) residents within in an R-100 (Medium Lot Residential) District, in accordance with Chapter 27-Article 4.1 Use Table and Sections 4.2.41. B of Stonecrest Zoning Code.
Staff Recommendations:	Approval with Conditions
Planning Commission:	Deferral

SLUP-19-007



PLANNING COMMISSION AND CITY COUNCIL STAFF REPORT

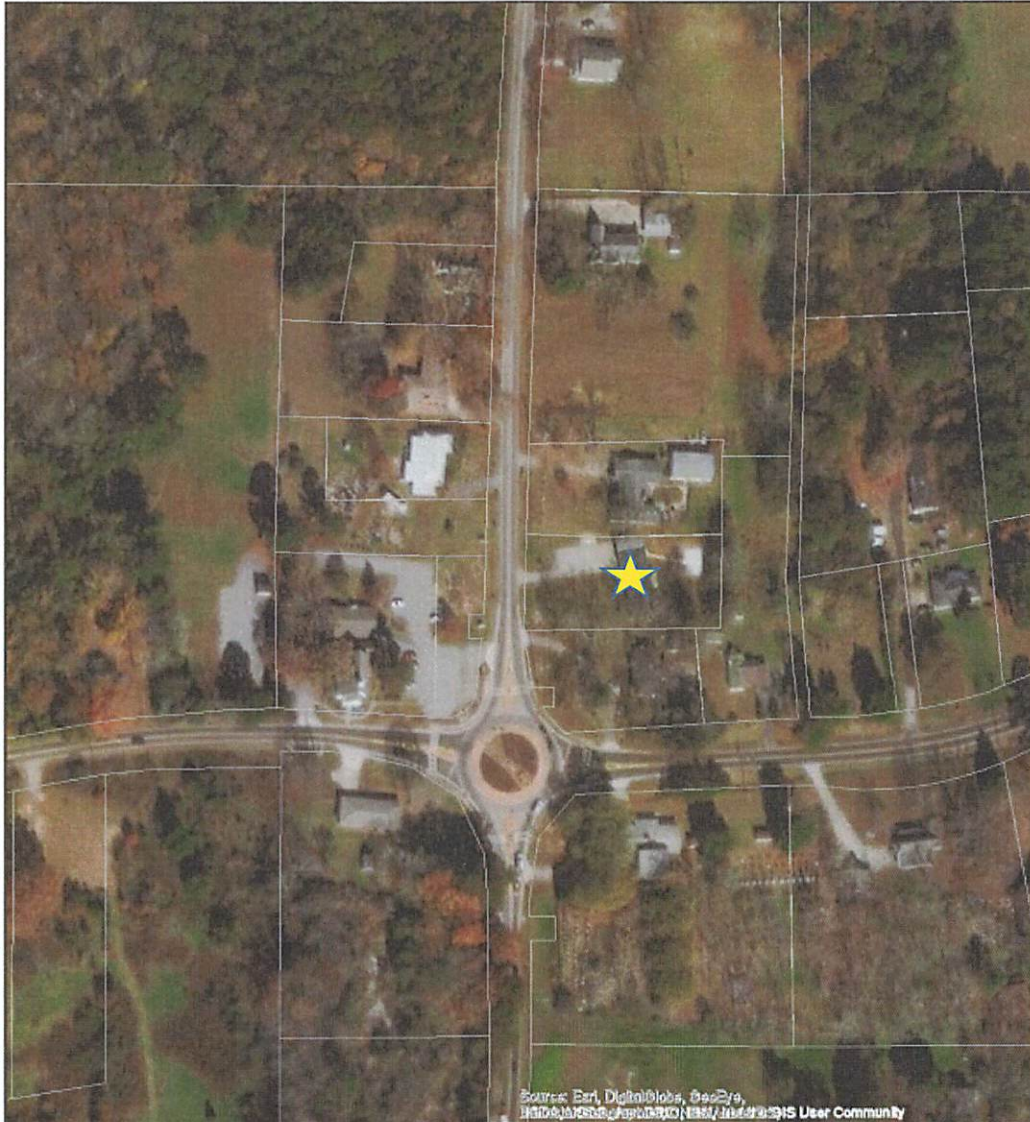
Zoning Map





PLANNING COMMISSION AND CITY COUNCIL STAFF REPORT

Aerial Map



Source: Esri, DigitalGlobe, GeoEye, AeroGRID, IGN, USGS, US Department of Defense, NASA, etc. © 2015 User Community

ZONING CASE: **SLUP-19-007**

ADDRESS: **3620 Klondike Road**

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

FUTURE LAND USE: **Rural Residential**



Subject Site

0 0.025 0.05 mi

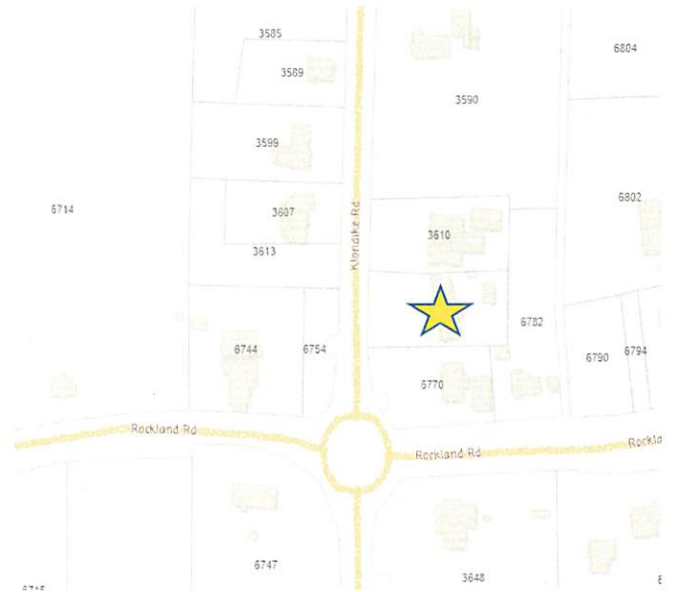


PLANNING COMMISSION AND CITY COUNCIL STAFF REPORT

PROJECT OVERVIEW

Location

The subject property, 3620 Klondike Road. The subject site sits existing single-family residence. The subject property is approximately 300 feet north of the Rockland and Klondike Roadabout. Access is available via the existing driveway on Klondike Road. The subject property is surround by single-family homes.



Background

Currently, the property maintains its original zoning R-100 (Med Lot) classification and the property has 2,030 square foot single story frame house that was built in 1970. The property can be characterized as even across the property.





PLANNING COMMISSION AND CITY COUNCIL STAFF REPORT

Existing Elevations



Special Land Use Permit Request

The applicant is requesting a Special Land Use Permit to a personal care home. The subject location will house five (5) to six (6) individuals with an applicant living in the home. The applicant will provide active daily living and recreational activities for the residents.

Neighborhood Meeting

Property owners within 500 feet of the subject property were mailed notices of the proposed special land use permit application. The community meeting was held on December 12th at 7:00 pm at Stonecrest City Hall. There were two residents in attendance for the meeting. The main concerns from the residents were the type of use and how many people who would reside at the residence.



PLANNING COMMISSION AND CITY COUNCIL STAFF REPORT

STANDARDS OF REVIEW

- A. Adequacy of the size of the site for the use contemplated and whether or not the adequate land area is available for the proposed use including the provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located.**

The approximately 2,030 square foot residence on 0.6 acres is adequate for the operation of the personal care home.

- B. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district.**

The proposed personal care home for five or six persons are compatible with other single-family residences on Klondike Road. There will be no outside physical changes to the existing single-family structure or signage indicating the use is personal care home.

- C. Adequacy of public services, public facilities, and utilities to serve the proposed use.**

The subject property is located in an established single-family residential neighborhood, it appears that there are adequate public services, public facilities, and utilities to serve the proposed personal care home.

- D. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area.**

Klondike Road classified as minor arterial, the Planning Staff believes little or no impact on the public streets or traffic in the area.

- E. Whether existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use.**

The traffic of the vehicles generated by the proposed use will not adversely impact existing land uses along access routes to the sites.

- F. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of a fire or another emergency.**

The existing residential structure on the site is accessed by vehicles via an existing curb cut with a driveway on Klondike Road. Emergency vehicles can access the site from the existing driveway.

- G. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use.**



PLANNING COMMISSION AND CITY COUNCIL STAFF REPORT

The proposed use may not create an adverse impact upon any adjoining single-family land uses by reason of noise, smoke, odor, dust or vibration,

H. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use.

Per the information submitted with the application, the applicant intends to run an adult care facility with five to six residents.

I. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use.

The operation of the personal care home of five to six residents will not affect the adjoining single-family residence on Klondike Road. The site will operate basically as a single-family residence with the owner/operator is required to reside at the property.

J. Whether the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located.

The proposed use is otherwise consistent with the requirement of the zoning district classification in which the use is proposed to be located

K. Whether the proposed use is consistent with the policies of the comprehensive plan.

The proposed use is consistent with the comprehensive plan housing policy H-20, which states the city supports a range of housing types of retirees and seniors.

L. Whether the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located.

Transitional buffers are not required.

M. Whether there is adequate provision of refuse and service areas.

An adequate refuse area will be provided.

N. Whether the length of time for which the special land use permit is granted should be limited in duration.

Staff believes there is not a compelling reason to limit the special land use duration as the applicant appears to be the only personal care home within the vicinity,

O. Whether the size, scale, and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale, and massing of adjacent and nearby lots and buildings.



PLANNING COMMISSION AND CITY COUNCIL STAFF REPORT

The personal care home would be in an existing residential structure which is consistent in size, scale and massing with adjacent surrounding single-family residence in the area.

P. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources.

This use will not adversely affect any historic buildings, sites, districts, or archaeological resources.

Q. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permits.

Personal Care homes must provide at least four (4) parking spaces within a driveway, garage or carport and must comply with any appliance requirement in Article 6 - Parking. The subject site meets this requirement.

R. Whether the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height.

Adjacent and surrounding residential properties are one-story frame structures which are the same as the existing residence on the site. There will be no negative shadow impact on any adjoining lot.

S. Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.

The proposed use would be consistent with the needs of the community as a whole, as it appears there are no immediate personal care homes within the immediate area.



PLANNING COMMISSION AND CITY COUNCIL STAFF REPORT

RECOMMENDATION

Base on the findings and conclusions, it appears the applicant does meet all the criteria for approval. Therefore, staff recommends **APPROVAL** of **SLUP-19-007** with the following conditions;

1. Limit the use of personal care home only to three (3) persons.
2. Access shall be limited to the existing curb cut off Klondike Road.
3. All refuse containers shall be screened from public view except during pick up.
4. No identification sign for personal care home shall be posted on the property.
5. Owner/Operator must live on the property according to the supplemental regulations cited in the Stonecrest Zoning Ordinance Sec. 4.2.31 and 4.2.41.
6. The applicants shall secure the necessary certification by the State of Georgia and the necessary business license, building permits and certification of occupancy for three people from the city of Stonecrest.
7. The Special Land Use Permit shall be issued to Dr. Dana Avist (operator) for the operation of a personal care home and shall not be transferable.

PLANNING COMMISSION RECOMMENDATION

On January 7th 2020 the Planning Commission recommended deferral of SLUP-19-007.



January 7th 2020

**Planning Commission
Public Hearing**



SLUP-19-007

**3620 Klondike Road, Stonecrest,
GA 30038**



Petition Information

- APPLICANT: Dr. Dana Avist
- LOCATION: 3620 Klondike Road
- ACREAGE: 0.6 Acres
- REQUEST: The applicant is requesting a Special Land Use Permit (SLUP) for the operation of personal care home from five (5) to six (6) individuals.

General Information

- Current zoning: (R-100) Residential Medium Lot District
- Future Land Use Character Area: Rural Residential
- Policies for this area emphasize:
 - New residential uses should be developed in a manner that helps protect the character of the surrounding area.
 - Other uses include parks and recreational facilities; elementary schools; libraries and community centers.
- Surrounding uses: Residential.
- Surrounding zoning: R-100 (Residential Med Lot) District

Aerial Map



ZONING CASE: **SLUP-19-007**

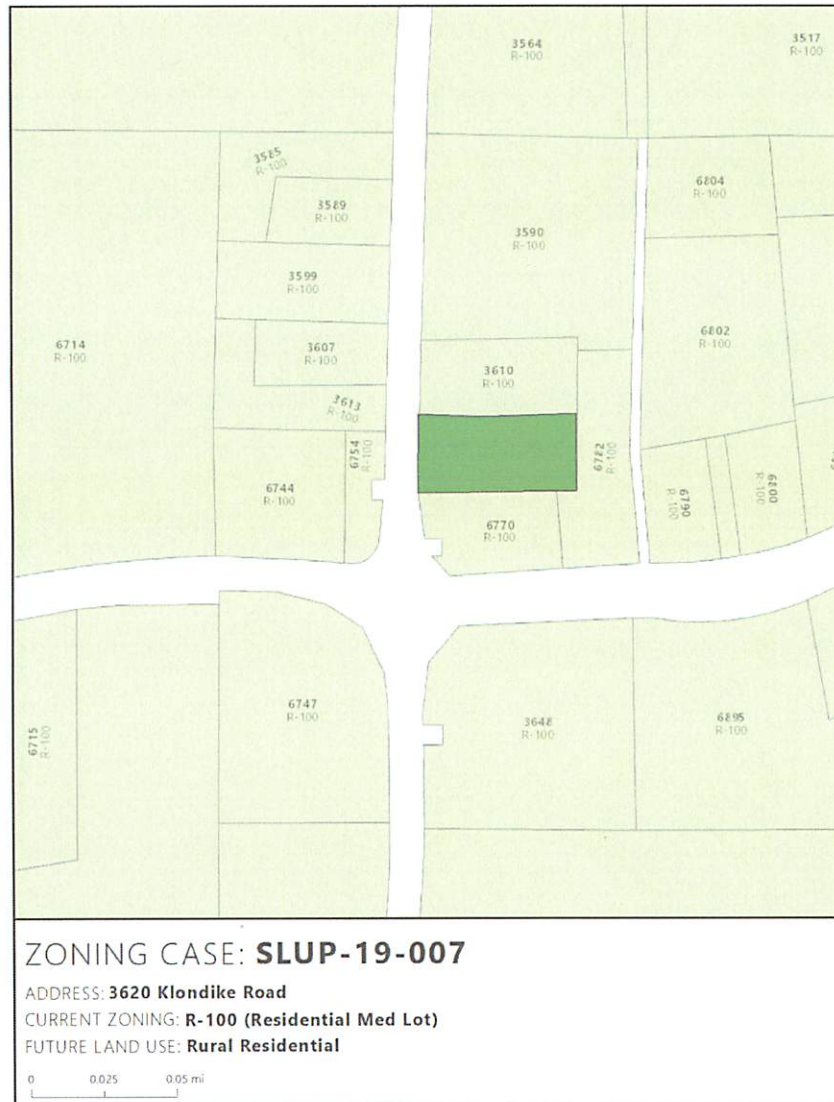
ADDRESS: 3620 Klondike Road

CURRENT ZONING: R-100 (Residential Med Lot)

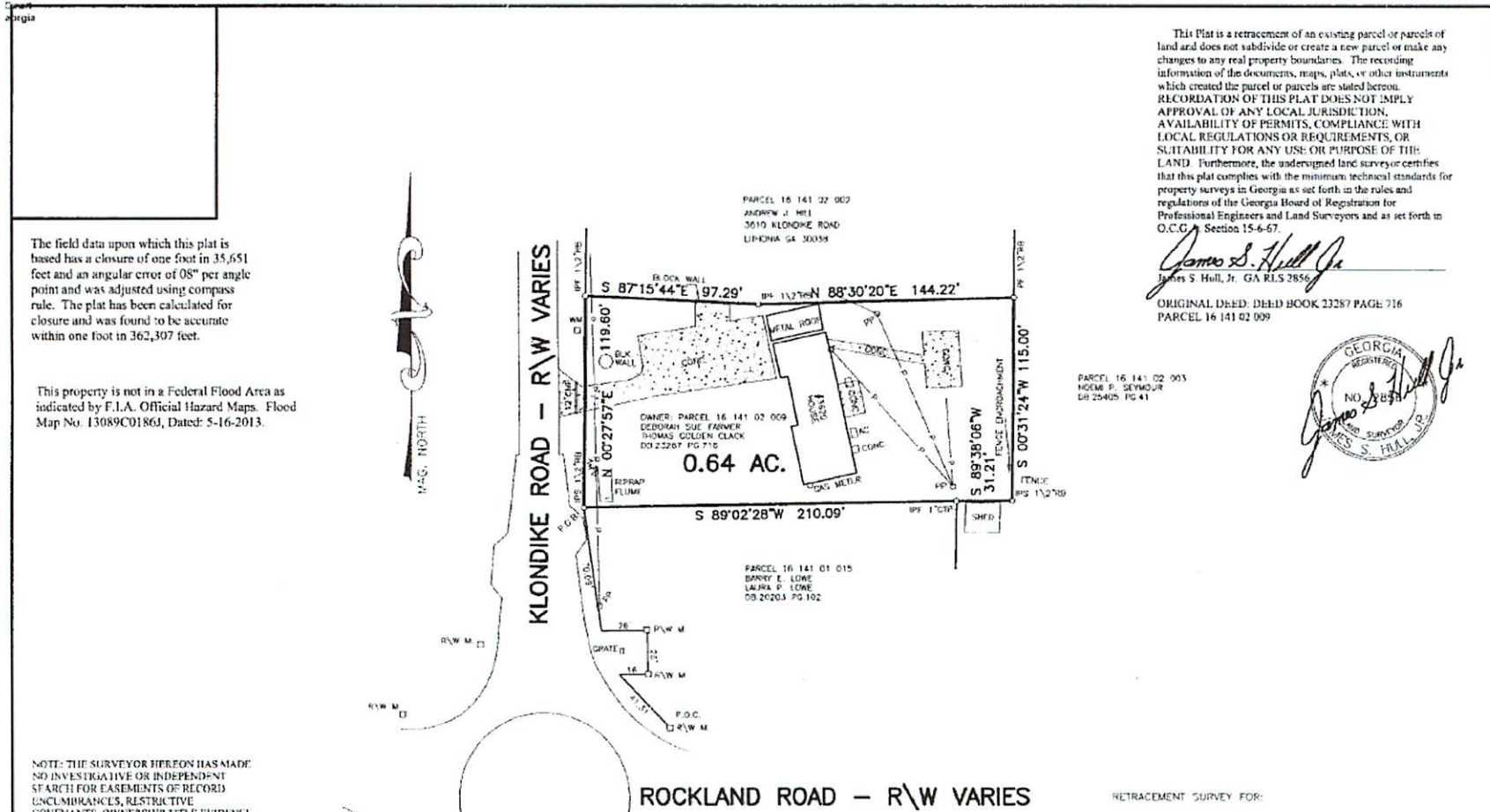
FUTURE LAND USE: Rural Residential

A horizontal number line with three tick marks. The first tick mark is labeled '0'. The second tick mark is labeled '0.025'. The third tick mark is labeled '0.05 mi'.

Zoning Map



Site Plan of Proposed Personal Care Home



View of Subject Property from Evans Mill Road



Elevation of Proposed Restaurant



STANDARDS OF REVIEW

- Whether the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use.
- Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use.
- Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use.
- Whether the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located.
- Whether the proposed use is consistent with the policies of the comprehensive plan.
- Whether the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located.

STANDARDS OF REVIEW

- Whether there is adequate provision of refuse and service areas.
- Whether the length of time for which the special land use permit is granted should be limited in duration.
- Whether the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings.
- Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources
- Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit.
-
- Whether the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height.
- Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.

Staff Analysis

Staff finds this petition:

- Consistent in use and scale with adjacent and nearby properties.
- Staff believes the proposed personal care home is suitable in view of the use and development of adjacent and nearby properties.



Staff Recommendation

Based upon the findings and conclusions herein, Staff recommends **APPROVAL WITH CONDITIONS** of this request:

1. Limit the use of personal care home only to three (3) persons.
2. Access shall be limited to the existing curb cut off Klondike Road.
3. All refuse containers shall be screened from public view except during pick up.
4. No identification sign for personal care home shall be posted on the property.
5. Owner/Operator must live on the property according to the supplemental regulations cited in the Stonecrest Zoning Ordinance Sec. 4.2.31 and 4.2.41.
6. The applicants shall secure the necessary certification by the State of Georgia and the necessary business license, building permits and certification of occupancy for three people from the city of Stonecrest.
7. The Special Land Use Permit shall be issued to Dr. Dana Avist (operator) for the operation of a personal care home and shall not be transferable.



Special Land Use Permit
Application

SLUP-19-007

Applicant
Information

Name:	DANA Avist		
Address:	3965 GLEN PARK DR. LITHONIA 30038		
Phone:	912-246-0113	Fax:	678-317-0965
Owner's Name:	SAME		
Owner's Address:	SAME		

Owner
Information

Phone:		Fax:		Email:	
Property Address:	3620 Klonlike Rd. Stonecrest		Acreage:	0.6	
Parcel ID:	16 141 02 009				
Current Zoning Classification:	R100				
Proposed Use of Property:	PERSONAL CARE HOME				
Is this development and/or request seeking any incentives or tax abatement through the City of Stonecrest or any entity that can grant such waivers, incentives, and/or abatements? ☐ Yes ☒ No					

Property
Information

Property Information: RANCH style home built on a slab with a stone & frame EXTERIOR. AVERAGE INTERIOR TRIM AND FINISH THROUGHOUT. 6 ROOMS, 3 BEDROOMS, 2 BATHS. 2,030 sq ft. Public utilities; septic tank

Affidavit

To the best of my knowledge, this variance application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Stonecrest Zoning Ordinance.

Notary

Applicant's Name:	DANA Avist	
Applicant's Signature:		Date: Aug 6 2019
Sworn to and subscribed before me this 6 Day of August 2019		
Notary Public:	Dyalelah Rodriguez	
Signature:		
My Commission Expires:	4-22-23	

☐ Application Fee ☐ Sign Fee ☐ Legal Fee		
Fee: \$ 25.00	Payment: ☐ Cash ☐ Check ☐ CC	Date:
☐ Approved ☐ Approved with Conditions ☐ Denied		Date:



Property Owner(s)
Notarized Certification

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

Property Owner (If Applicable)	Signature: <u>Dave Christ</u>	Date:	
	Address: <u>3965 GLEN PARK DR.</u>	City, State: <u>Lithonia, GA</u>	Zip: <u>30038</u>
	Phone: <u>912-246-1112</u>		
	Sworn to and subscribed before me this <u>6</u> day of <u>August</u> , 20 <u>19</u>		
	Notary Public: <u>Dyannah Rodriguez</u>		
Property Owner (If Applicable)	Signature:	Date:	
	Address:	City, State:	Zip:
	Phone:		
	Sworn to and subscribed before me this _____ day of _____, 20_____		
	Notary Public:		
Property Owner (If Applicable)	Signature:	Date:	
	Address:	City, State:	Zip:
	Phone:		
	Sworn to and subscribed before me this _____ day of _____, 20_____		
	Notary Public:		

Dr. Dana Avist
3965 Glen Park Drive
Lithonia, GA 30038

8/1/2019

Stonecrest City Council
3120 Stonecrest Blvd.
c/o Community Development Department
Stonecrest, GA 30038

Dear Stonecrest City Council,

Please consider this Special Land Use Permit application for the property at 3620 Klondike Road which is currently zoned R-100. It is my intent to use the property as a personal care home for residents 65 years and older. A PCH provide for the provision of housing, food service, and one or more personal services for older adults in a safe, humane and supportive setting. The population of people 65 years and older are expected to grow exponentially over the next few years. It is expected that a significant number of this population will require housing in assisted living facilities (ALFs) or PCHs. It is my passion and concern that these residents receive quality care in a comfortable, home-like environment.

My personal and professional experience qualifies me to operate a PCH. Personally, I am the primary caregiver of my 80-year-old mother who has Alzheimer's dementia. Professionally, I have over 33 years of nursing experience including 23 years as a Nurse Practitioner. I received a Bachelor of Science in Nursing (BSN) degree and a Master of Nursing (MN) degree from Louisiana State University. I obtained certification as a Family Nurse Practitioner (FNP) from Georgia Southern University and a Doctor of Nursing Practice (DNP) degree from Georgia State University. I am currently the owner of a home visit ("house calls") medical practice. I visit older adults in their home, PCHs or ALFs to provide a wide range of medical care.

The home will function as a residential property and there will not be signage indicating a PCH. I have started the process to obtain a permit to meet the standards set forth by the Georgia Department of Community Health to operate a PCH. It is my hope that the City Council grant the authorization of a PCH at 3620 Klondike Road.

Regards,

A handwritten signature in black ink, appearing to read 'D. Avist', with a long, sweeping horizontal line extending to the right.

Dr. Dana Avist

Special Land Use Permit Criteria

Analyze the impact of the proposed rezoning and provide a written point-by-point response to the following questions:

- a. Adequacy of the size of the site for the use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located

The size of the site is adequate for the use of a personal care home

- b. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district

The property will be utilized as a residential home, therefore will be compatible with adjacent properties.

- c. Adequacy of public services, public facilities, and utilities to serve the use contemplated Public services, facilities and utilities currently serve the site and will be adequate to serve the use contemplated

- d. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area

Traffic will not be affected by the proposed use of the location; there will be no impact.

- e. Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use There will be no increase in the volume of traffic by the proposed use of the site.

- f. Ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency

The property is adjacent to Klondike Road; the owner and all authorized pedestrians, automobiles, emergency vehicles, etc. have the right to ingress and egress from the property.

- g. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use

The property will be utilized as a residential home, therefore will be compatible with adjacent properties.

- h. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use

The property will be utilized as a residential home, therefore the proposed use will not create adverse impacts upon adjoining land use by reason of hours of operation.

- i. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use

The property will be utilized as a residential home, therefore the manner of operation will not impact adjoining land use.

- j. Whether or not the proposed plan is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located

The property will be utilized as a residential home for 5-6 elderly people, therefore the proposed plan is consistent with R100 zoning

- k. Whether or not the proposed use is consistent with the policies of the comprehensive plan

The proposed use is consistent with the policies of the comprehensive plan

- l. Whether or not the proposed plan provides for all required buffer zones and transitional buffer zones where required by the regulations of the district in which the use is proposed to be located

Not applicable; there are no apparent buffer zones near the property

m. Whether or not there is adequate provision of refuse and service areas

Not applicable

n. Whether the length of time for which the special land use permit is granted should be limited in duration

The property will be utilized as a residential home, therefore the special land use permit should not be limited in duration

o. Whether or not the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings

The site will be utilized as residential property and there will be no changes to the existing home.

p. Whether the proposed plan will adversely affect historic buildings, sites, districts, or archaeological resources

Not applicable, there are no historic buildings, sites, districts or archaeological resources near the proposed site.

q. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit

The proposed use satisfies the requirements contained within the supplemental regulations.

r. Whether or not the proposed building as a result of its proposed height will create a negative shadow impact on any adjoining lot or building

The site will be utilized as residential property and there will be no changes to the existing home.

s. Whether the proposed use would result in a disproportionate proliferation of that or similar uses in the subject character area

The proposed use of the site does not result in a disproportionate proliferation of uses in the area because it is will be as a residential site.

t. Whether the proposed use would be consistent with the needs of the neighborhood or to the community as a whole, be compatible with the neighborhood

The site will be utilized as residential property, therefore will be compatible with the neighborhood.

Environmental Site Analysis

Analyze the impact of the proposed rezoning and provide a written point-by-point response to Points 1 through 3:

1. Conformance to the Comprehensive Plan:

- Describe the proposed project and the existing environmental conditions on the site.
 - It is my intent to use the property as a personal care home for residents 65 years and older, 5-6 people. A PCH provide for the provision of housing, food service, and one or more personal services for older adults in a safe, humane and supportive setting.
- Describe adjacent properties. Include a site plan that depicts the proposed project.
 - Adjacent properties are residential homes and a church. See property survey and appraisal site sketch (uploaded to portal).
- Describe how the project conforms to the Comprehensive Land Use Plan.
 - The property will be utilized as a residential home which conforms to the Comprehensive Land Use Plan of a personal care home

- Include the portion of the Comprehensive Plan Land Use Map which supports the project's conformity to the Plan.
 - See survey and property appraisal sketch (uploaded to portal)
- Evaluate the proposed project with respect to the land use suggestion of the Comprehensive Plan as well as any pertinent Plan policies.
 - The property will be utilized as a residential personal care home under the assessment and evaluation by GA Department of Community Health (DCH). Georgia's DCH rules, regulations and policies regarding a personal care home will be adhered to upon which a permit will be granted and maintained

2. Environmental Impacts of The Proposed Project

For each environmental site feature listed below, indicate the presence or absence of that feature on the property. Describe how the proposed project may encroach or adversely affect an environmental site feature. Information on environmental site features may be obtained from the indicated source(s).

1. Wetlands Absent
 1. U. S. Fish and Wildlife Service, National Wetlands Inventory (<http://wetlands.fws.gov/downloads.htm>)
 2. Georgia Geologic Survey (404-656-3214)
 3. Field observation and subsequent wetlands delineation/survey if applicable
2. Floodplain Absent; no flood area
 1. Federal Emergency Management Agency (<http://www.fema.org>)
 2. Field observation and verification
3. Streams/stream buffers Absent
 1. Field observation and verification
4. Slopes exceeding 25 percent over a 10-foot rise in elevation Absent
 1. United States Geologic Survey Topographic Quadrangle Map
 2. Field observation and verification
5. Vegetation Absent
 1. United States Department of Agriculture, Nature Resource Conservation Service
 2. Field observation
6. Wildlife Species (including fish) Absent
 1. United States Fish and Wildlife Service
 2. Georgia Department of Natural Services, Wildlife Resources Division, Natural Heritage Program
 3. Field observation
7. Archeological/Historical Sites Absent
 1. Historic Resources Survey
 2. Georgia Department of Natural Resources, Historic Preservation Division
 3. Field observation and verification

3. Project Implementation Measures

Describe how the project implements each of the measures listed below as applicable. Indicate specific implementation measures required to protect environmental site feature(s) that may be impacted.

- a. Protection of environmentally sensitive areas, i.e., floodplain, slopes exceeding 25 percent, river corridors. Not applicable
- b. Protection of water quality Not applicable
- c. Minimization of negative impacts on existing infrastructure Not applicable

- d. Minimization on archeological/historically significant areas Not applicable
- e. Minimization of negative impacts on environmentally stressed communities where environmentally stressed communities are defined as communities exposed to a minimum of two environmentally adverse conditions resulting from public and private municipal (e.g., solid waste and wastewater treatment facilities, utilities, airports, and railroads) and industrial (e.g., landfills, quarries and manufacturing facilities) uses. Not applicable
- f. Creation and preservation of green space and open space Not applicable
- g. Protection of citizens from the negative impacts of noise and lighting Not applicable
- h. Protection of parks and recreational green space Not applicable
- i. Minimization of impacts to wildlife habitats Not applicable

Public Participation Plan

List of Property Owners within 500 ft of subject property:

1. 6744 Rockland, Stonecrest 30038
Rockland United Methodist Church (owner)
Tax parcel ID: 16 141 01 007
2. 6747 Rockland, Stonecrest 30038-3443
Rockland United Methodist Church (owner)
Tax parcel ID: 16 141 04 004
3. 3613 Klondike, Stonecrest 30038
Rockland United Methodist Church (owner)
Tax parcel ID: 16 141 01 006
4. 6770 Rockland, Stonecrest 30038
Barry Lowe & Laura Lowe (owners)
Tax parcel ID: 16 141 02 015
5. 3607 Klondike, Stonecrest 30038
Jackie Lynn Gentry (owner)
9860 Rod Road, Alpharetta GA 30022
Tax parcel ID: 16 141 01 005
6. 3599 Klondike, Stonecrest 30038-3504
Eric A. Stanfield (owner)
Tax parcel ID: 16 141 01 004
7. 3589 Klondike, Stonecrest 30038
Shane Skillings (owner)
840 Grand Concourse
Bronx, NY 10451
Tax parcel ID: 16 141 01 010
8. 3590 Klondike, Stonecrest 30038-3503
Andy Hill (owner)
Tax parcel ID: 16 141 02 001
9. 3610 Klondike, Stonecrest 30038-4401
Andrew J. Hill (owner)
Tax parcel ID: 16 141 02 002
10. 3648 Klondike, Stonecrest 30038
Cora Elizabeth Abbott (owner)
P.O. Box 104
Lithonia, GA 30058-0104

Notice Date: TBD

PUBLIC NOTICE

COMMUNITY MEETING

Thursday _____ at 7pm

Location:
Stonecrest City Hall
City Council Chambers

Application for Special Land Use Permit

By:

Dr. Dana Avist

for a

Personal Care Home (5-6 people 65 & older)

3620 Klondike Road
Stonecrest, GA 30038

Current Property Use:	Unoccupied Residential Home
Proposed Use:	Optimum Personal Care Home (no roadside signage will be used)
Hours of Operation:	Monday - Friday 9:00am - 5:00pm Saturday - Sunday 9:00am - 3:00pm

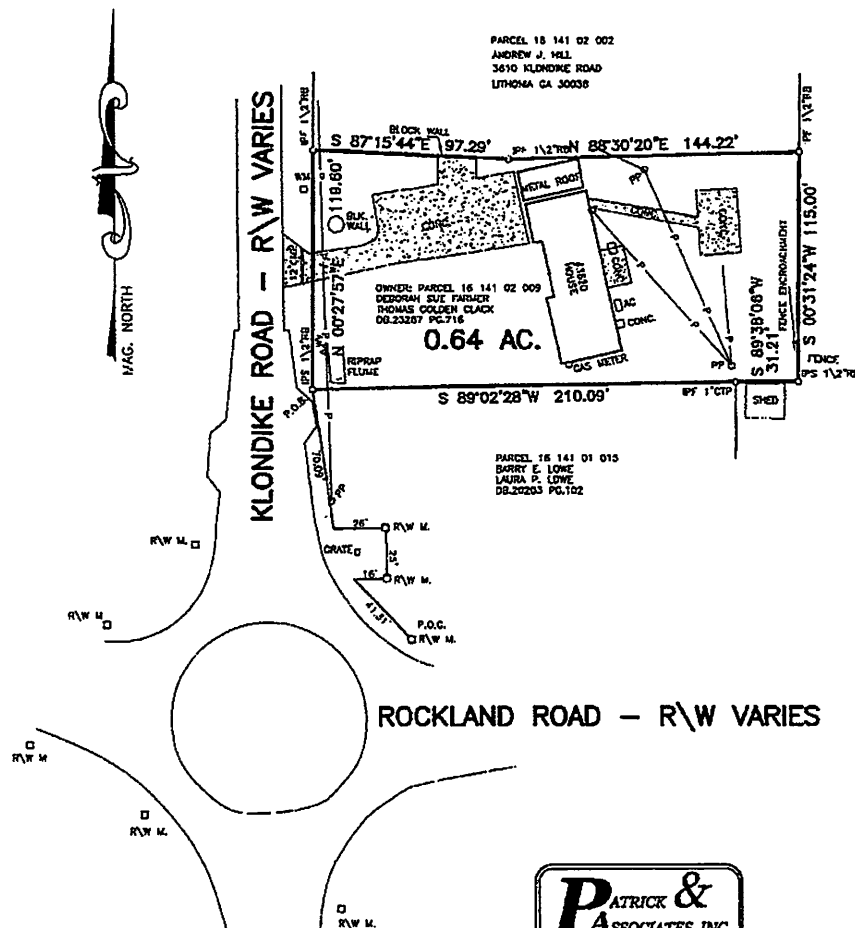
The field data upon which this plat is based has a closure of one foot in 35,651 feet and an angular error of 08" per angle point and was adjusted using compass rule. The plat has been calculated for closure and was found to be accurate within one foot in 362,307 feet.

This property is not in a Federal Flood Area as indicated by F.I.A. Official Hazard Maps. Flood Map No. 13089C0186J, Dated: 5-16-2013.

NOTE: THE SURVEYOR HEREON HAS MADE NO INVESTIGATIVE OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.

NOTE: THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY PERSON, PERSONS OR ENTITY WITHOUT THE EXPRESS RECERTIFICATION OF THE SURVEYOR NAMING SUCH PERSON, PERSONS OR ENTITY.

UTILITY NOTE:
 PATRICK & ASSOCIATES, INC. NOR THE LICENSED PROFESSIONAL ASSUME ANY LIABILITY FOR THE EXISTENCE, LOCATION, MATERIAL OR SIZE OF ANY UNDERGROUND UTILITY SHOWN ON THIS SURVEY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE, EXACT LOCATION, MATERIAL AND SIZE OF ANY UNDERGROUND UTILITY BEFORE BIDDING OR EXCAVATING ON THIS PROJECT.



PARCEL 16 141 02 002
 ANDREW J. WELLS
 3610 KLONDIKE ROAD
 LITHONIA GA 30038

PARCEL 16 141 01 015
 BARRY E. LOWE
 LAURA P. LOWE
 DB-20203 PG.102

This Plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

James S. Hull, Jr.
 James S. Hull, Jr. GA RLS 2856

ORIGINAL DEED: DEED BOOK 23287 PAGE 716
 PARCEL 16 141 02 009

PARCEL 16 141 02 003
 NORM P. SEYMOUR
 DB 20405 PG.41



RETRACEMENT SURVEY FOR:

DEBORAH SUE FARMER
 THOMAS GOLDEN CLACK

LAND LOT 141 - 16H DISTRICT

DEKALB COUNTY, GEORGIA

DATE OF FIELD WORK 11-8-2018
 DATE OF PLAT PREPARATION 11-9-2018
 EQUIPMENT USED: TRIMBLE 56

40 0 40 80 120
 GRAPHIC SCALE - 1 INCH = 40 FEET

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

JOB NO. 18-811
 DWG. NO. 32347

13416.7 "B"

