

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 Diane Adoma – District 5

CITY COUNCIL MEETING AGENDA

January 14, 2019 7:00p.m. 3120 Stonecrest Blvd. Suite 190 Stonecrest, Georgia

- I. CALL TO ORDER: Mayor Jason Lary
- II. ROLL CALL: Brenda James, Interim City Clerk
- **III. INVOCATION:**
- **IV. PLEDGE OF ALLEGIANCE:**
- V. ADOPTION OF THE CITY COUNCIL AGENDA:
- **VI. MINUTES:** Approval of Minutes of the City Council Meeting of January 2, 2019.
- VII. PRESENTATIONS:
- VIII. PUBLIC COMMENTS:

IX. AGENDA ITEMS:

- 1. Draft City of Stonecrest 2038 Comprehensive Plan
- 2. Contract for the Internal Auditor
- 3. Resolution setting 2019 Holidays
- 4. Resolution for Service Delivery Strategy Agreement
- 5. Resolution to Appoint Members of the Arabia Mountain Overlay Steering Committee

- 6. Resolution to Appoint Members to the Stonecrest Education Committee
- 7. Resolution to Appoint Members to the Stonecrest Finance Committee
- 8. Resolution to Appoint Members of the Steering Committee to negotiate the IGA with the East Metro DeKalb CID
- 9. Resolution to Appoint Members of the SPLOST Citizen Oversight Advisory Committee
- 10. Resolution to Appoint Members of the Stonecrest Film Committee
- IX. CITY MANAGER COMMENTS:
- X. CITY ATTORNEY COMMENTS:
- XI. MAYOR AND COUNCIL COMMENTS:
- XII. ADJOURNMENT:
- XIII. EXECUTIVE SESSION:

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



CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1

Council Member Jazzmin Cobble – District 3

Council Member Rob Turner- District 2

Michael Harris

Winston Denmark

Brenda James

rict 3 Council Member George Turner- District 4

Council Member Diane Adoma – District 5

City Manager City Clerk City Attorney

CITY COUNCIL MEETING MINUTES

January 2, 2019 9:00 a.m. 3120 Stonecrest Blvd. Suite 190 Stonecrest, Georgia

- I. CALL TO ORDER: Mayor Jason Lary
- **II. ROLL CALL:** All members were present
- **III. INVOCATION:** Council Member Rob Turner
- **IV. PLEDGE OF ALLEGIANCE:**

V. ADOPTION OF THE CITY COUNCIL AGENDA:

Council Member Adoma made a motion to adopt the agenda with Council Member Rob Turner providing the second. **The motion carried unanimously.**

VI. MINUTES: Approval of Minutes of the City Council Special Called Meeting of December 12, 2018 and Regular Council Meeting of December 17, 2018.

Council Member George Turner made a motion to approve the Special Called Meeting Minutes of December 12, 2018 with Council Member Adoma providing the second. **The motion carried unanimously.**

Council Member Rob Turner made a motion to approve the minutes of the December 17, 2018 Regular Council Meeting with Council Member George Turner providing the second. The motion carried unanimously.

VII. PUBLIC COMMENTS:

Mera Cardenas spoke in favor of the Historic Cultural Landmark ordinance. She said this will start the process.

Faye Coffield spoke on the cutting of trees in Stonecrest and thanked Council Member Adoma for hosting the Christmas Dinner for the Police at the East Precinct.

VIII. AGENDA ITEMS:

1. Appointment of the City Attorneys for the City of Stonecrest

Mayor Lary said "In accordance with Section 3.08 or the Charter, I hereby appoint and request that the council confirm the following: Winston Denmark of the law firm Fincher Denmark LLC as city attorney for the City of Stonecrest at the hourly rate currently being earned, effective immediately; and Coleman Talley LLP as assistant city attorney and such other assistant and special city attorneys as may from time to time be necessary to carry out the city's business and legal affairs." Council Member Clanton seconded the motion.

Council Member Adoma inquired about Attorney client privilege.

Council Member George Turner asked is this because of vacancy or is this a new appointment. Mayor Lary responded this is changing Fincher Denmark from assistant city attorneys to city attorneys.

Council Member Rob Turner inquired about the rate of pay.

Council Member Cobble said there should be a new engagement letter making Fincher and Denmark the City Attorneys.

Attorney Denmark replied and said the attorney client privilege belongs to the entire council and his job is to represent the city. He said he serves at the pleasure of the Mayor and Council. He said in response to the rate of pay it is stated in the motion. He also said he will get a new engagement letter for council. After much discussion **the motion carried unanimously**,

2. Ordinance Setting Work Session and City Council Meeting dates and times

Mayor Lary made a motion to approve the Ordinance setting Work Session and City Council Meeting dates and time. He said the meetings will change to the second and fourth Mondays with Work Session at 6:00p.m. and Council Meeting at 7:00p.m. Council Member Adoma provided the second. The motion carried unanimously.

3. An Ordinance for the Creation of the Stonecrest Youth Council

Attorney Emily M. Preston gave an overview of the ordinance for the creation of the Stonecrest Youth Council. She explained there are a few blanks in the ordinance where information is needed.

Council Member Adoma made a motion to defer this item to the next City Council Meeting with Council Member Rob Turner providing the second. The motion carried with Mayor Lary, Council Members Cobble, Rob Turner, George Turner and Adoma voting yes. Council Member Clanton voted no.

4. An Ordinance for the Creation of the Stonecrest Youth Council Advisory

Council Member Adoma made a motion to defer this item to the next City Council Meeting with Council Member George Turner providing the second. The motion carried with Mayor Lary, Council Member Cobble, Rob Turner, George Turner and Adoma voting yes. Council Member Clanton voted no.

5. An Ordinance for the Creation of the Historic and Cultural Landmarks Commission

Attorney Emily M. Preston gave an overview regarding the ordinance to create the Historic and Cultural Landmarks.

Council Member Adoma said this ordinance is aligned with State Law and this ordinance will help with federal funding and Council needs to put good policy over bad politics.

Council Member Adoma made a motion to defer and wait on further information on funding at the January 14, 2019 meeting. Council Member Rob Turner provided the second.

Council Member George Turner said for the record he is in favor of the historic properties, but he does not want to handicap the city regarding blighted properties.

Council Member Adoma said for the record this legislation is a good policy and the personal opinions have been vetted and council needs to approve this ordinance.

City Manager, Michael Harris said no one has come to the city looking for any funding.

Mayor Lary said he does not recall the city has to be the way a nonprofit can receive money.

The City Attorney Denmark said this is only one way an organization can obtain funding.

Council Member Clanton said for the record the words bad politics has been said on many occasions. He said there is nothing that says council must do this and there are many issues with this item. He said bad politics is just doing things or voting just to vote. He said at some point going back and forth looks like an argument.

Council Member Adoma made a substitute motion to defer this item until the first meeting in February with Council Member Rob Turner providing the second. **The motion carried unanimously.**

6. An Ordinance to Amend the Charter for the Purpose of Amending the Expense Limitations for Mayor and Council

Frist Read and sent to next Work Session in January.

7. An Ordinance to Amend Chapter 2 Article II Adding New Departments

First Read and sent to Work Session in January.

8. LD Square Professional Services

City Manager, Michael Harris gave an overview of the contract for professional services with LD Square Professional Services.

Mayor Lary made a motion to approve the contract with LD Square Professional Services with Council Member Clanton providing the second. The motion carried with Mayor Lary, Council Members Clanton, Rob Turner and George Turner voting yes. Council Members Adoma and Cobble voted no.

9. Amendment to Jacobs Contract

City Manager, Michael Harris gave an overview of the amendment to the Jacobs Contract.

Council Member Rob Turner inquired about item #6 Capital Project Management.

Council Member George Turner asked since most of things in the contract do not take place right away is there any reason the contract has to be approved today. He said he needed additional input regarding the acquisition of facilities.

Mr. Wainwright of Jacobs Engineering said the contract renews with your fiscal year and the amendment to the contract matches what was adopted in the budget.

Council Member Adoma asked when will an audit be done on contractual contracts for amendments or modifications. She said she cannot find a clear comprehensive procurement policy that address the need for a sound audit process for contracts. Council Member Adoma said council should consider and pass a resolution that will act as a temporary authority to grant sole source awards until the policy is in place.

City Manager said we have a procurement policy in place and the city has an Internal Auditor who reports directly to the council.

City Auditor, Joel Thibodaux said the City of Stonecrest is a city managed by fee for service and CH2M Jacobs is our staff. He said when the city expands its employee base, we adjust the contract and enable the fee for service contractor to expand their services to hire. He said his role is to examine the contract and make sure it is in compliance with all laws. He said after May the setup to purchase the parks for \$100.00 per acre will change.

Council Member Cobble asked why the City Manager is listed in the contract.

Mr. Wainwright said the City Manager was listed in the previous contract as interim and this one removed the interim.

Council Member Adoma asked that council consider a resolution for a contract audit with legal compliance.

Mayor Lary made a motion to approve the Amendment to the Jacobs Contract with Council Member Clanton providing the second. The motion carried with Mayor Lary, Council Members Clanton, Rob Turner and George Turner voting yes. Council Member Adoma and Cobble voted no.

IX. CITY MANAGER COMMENTS:

Michael Harris thanked the Mayor and Council for all of the support to the staff during the first year and half. He said we are developing our Work Plan.

X. CITY ATTORNEY COMMENTS:

City Attorney Winston Denmark wished everyone a Happy New Year and thanked the Mayor and Council for appointing him City Attorney. He also said he is a resident of the City of Stonecrest, so this means a lot to him.

XI. MAYOR AND COUNCIL COMMENTS:

Council Member Adoma thanked Mrs. Coffield and Cardenas. She announced on January 29, 2019 she will have her second Business League Meeting.

Council Member George Turner wished everyone a Happy New Year. He said please continue to put Stonecrest on your mail.

Council Member Clanton announced District 1 will have its regular monthly meeting on Saturday, January 5, 2019 at 10:00am at the Stonecrest Library.

Council Member Rob Turner announced District 2 will have a Prayer Breakfast on January 12, 2019 from 9:00am to 11:00a.m.

Council Member Cobble wished everyone a Happy New Years and said she is looking for good things from Council in 2019.

Mayor Lary wished everyone a Happy New Year.

XII. ADJOURNMENT:

Council Member Cobble made a motion to adjourn the meeting at 11:00a.m. with Council Member Rob Turner providing the second. The motion carried unanimously.

XIII. EXECUTIVE SESSION:

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



SUBJECT: Draft Stonecrest 2038 Comprehensive Plan

() ORDINANCE () POLICY

() STATUS REPORT

() DISCUSSION ONLY () RESOLUTION

(X) OTHER

Council Meeting: 01/14/2019

SUBMITTED BY:

PURPOSE: This is a draft plan and Council needs to vote to send the draft to the ARC and DCA for review and approval.

HISTORY:

FACTS AND ISSUES:

OPTIONS:



SUBJECT: General Service Agreement for Internal Auditor with Affirmed Policy Consulting LLC

| () | ORDINANCE | () POLICY | () | STATUS REPORT |
|----|-----------------|----------------------|-----|---------------|
| () | DISCUSSION ONLY | () RESOLUTION | (X) | OTHER |

Council Meeting: 01/14/2019

SUBMITTED BY: Mayor

PURPOSE: This general service agreement is with Affirmed Policy Consulting for the Internal Auditor.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this ______ day

of _____, _____

BETWEEN:

City of Stonecrest, Georgia of 3120 Stonecrest Boulevard, Stonecrest, Georgia, 30038 (the "Client")

- AND -

Affirmed Policy Consulting, LLC of P.O. Box 377, Redan, Georgia, 30074 (the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- 1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Internal Financial Auditing;
 - Fiscal Impact Analysis and Reporting;
 - Charter and Policy Compliance Auditing;
 - Quarterly and Annual Compliance Reporting; and
 - Policy and Procedure Consultation

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement.

- 3. The term of this Agreement (the "Term") will begin on January 1, 2019 and will remain in full force and effect until December 31, 2019, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
- 4. In the event that either Party wishes to terminate this Agreement, with or without cause, prior to December 31, 2019, the terminating Party will be required to provide 30 days' written notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

<u>Currency</u>

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

- 7. The Contractor will charge the Client for Services the amount of \$100.00 per hour for Services performed; provided, that, the Contractor's hours during any calendar month in excess of 40 hours requires the written approval of the City Manager of the Client to be compensable.
- 8. On the effective date of this Agreement, the Contractor shall submit an invoice to the Client for \$400 representing a increase of retainer to \$4,000, from which the Contractor's authorized charges will be applied, which invoice shall be paid by the Client within 5 days of its presentation. Thereafter, the Contractor will submit its invoice for services and expenses as of the first day of each month after the effective date during the term of this agreement and any renewals thereof, which invoice shall reflect the beginning balance of the retainer, less the Contractor's compensable charges for the previous calendar month plus the amount of the retainer replenishment to bring the retainer balance to \$4,000. The retainer replenishment amount is payable to the Contractor by the Client within 15 days of its receipt of the invoice.

9. On the termination or non-renewal by the Client of this Agreement, the Contractor shall prepare a final invoice. If the amount of the compensable charges exceed the beginning retainer balance, then the Client shall pay the Contractor such excess amount within 15 days of its receipt of the invoice. If however, the final invoice reflects that the compensable charges are less than the beginning retainer balance, the amount of the remaining retainer shall be reimbursed to the Client by the Contractor with 15 days of its delivery of the invoice to the Client.

Reimbursement of Expenses

- 10. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
- 11. All expenses must be pre-approved by the Client to be reimbursed.

Confidentiality

- 12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 13. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
- 14. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or

produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

16. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

17. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. City of Stonecrest, Georgia
 3120 Stonecrest Boulevard, Stonecrest, Georgia, 30038

b. Affirmed Policy Consulting, LLC
P.O. Box 377, Redan, Georgia, 30074
and
5429 Savoy Chase Crossing, Stonecrest, GA 30038

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

20. The Contractor agrees to indemnify and hold harmless the Client, and its respective elected officials, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the Contractor, its respective member managers, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

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23. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

25. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

26. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

27. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

28. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

Severability

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this

____ day of ______, _____.

ATTEST: City Clerk, Stonecrest, Georgia

Affirmed Policy Consulting, LLC

WITNESS:

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Mayor, City of Stonecrest, Georgia

Per:_____ (Seal)

APPROVED AS TO FORM:

City Attorney

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SUBJECT: Resolution of the City of Stonecrest for the 2019 City Holidays

- () ORDINANCE () POLICY () STATUS REPORT
- () DISCUSSION ONLY (X) RESOLUTION () OTHER

Council Meeting: 01/14/2019

SUBMITTED BY: City Clerk

PURPOSE: This resolution is for the Mayor and Council to establish the holiday days for the 2019 calendar year.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RESOLUTION 2019-____

<u>A RESOLUTION OF THE CITY OF STONECREST, GEORGIA,</u> <u>APPROVING THE CITY'S 2019 HOLIDAY SCHEDULE</u>

- WHEREAS, the Mayor and Council of the City of Stonecrest, Georgia desire to establish the City's Holiday Schedule for 2019; and
- WHEREAS, the Mayor and City Council find that the City's Holiday Schedule for the 2019 calendar year must be established and published in a timely manner to provide for informed citizens; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Stonecrest, Georgia, that the Mayor and City Council do hereby adopt the City's Holiday Schedule for 2019 attached hereto.

This Resolution shall be effective immediately upon its adoption.

SO, RESOLVED this the _____ day of _____, 2019.

Approved:

Jason Lary, Sr., Mayor

Attest:

Brenda James, City Clerk

201**9**

HOLIDAYS

| January 1 ST |) k 2 | New Year's Day |
|---------------------------|--------------|-------------------------|
| January 21 st | | Martin Luther King Day |
| May 27 th | | Memorial Day |
| July 4 th | | 4 th of July |
| September 2 nd | | Labor Day |
| November 11 th | | Veterans Day |
| November 21 st | | Thanksgiving Day |
| November 22 nd | | Day after Thanksgiving |
| December 24 th | | Christmas Eve |
| December 25 th | | Christmas Day |
| January 1, 2020 | | New Year's Day |



SUBJECT: Resolution for the Service Delivery Strategy Agreement with DeKalb County

ORDINANCE ()() POLICY ()STATUS REPORT

()**DISCUSSION ONLY** () **RESOLUTION**

(X) OTHER

Council Meeting: 01/14/2019

SUBMITTED BY: City Manager

PURPOSE

HISTORY:

FACTS AND ISSUES:

OPTIONS:

| 1 2 | STATE OF GEORGIA COUNTY OF DEKALB |
|---------|--|
| 3 | CITY OF STONECREST RESOLUTION 2019 |
| 4 5 | |
| 6 7 | RESOLUTION TO ADOPT THE RENEWED AND REVISED SERVICE DELIVERY STRATEGY FOR DEKALB COUNTY, GEORGIA TO INCLUDE THE CITY OF |
| 8 | STONECERST AND FOR OTHER PURPOSES |
| 9 10 | |
| 11 | WHEREAS, O.C.G.A.§ 36-70-1 et seq. requires counties and municipalities to adopt a |
| 12 | local government service delivery strategy; and |
| 13 | WHEREAS, DeKalb County has worked with the Cities of Atlanta, Avondale Estates, |
| 14 | Brookhaven, Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, |
| 15 | Pine Lake, Stonecrest and Tucker (the Cities) to develop and revise a service delivery strategy; |
| 16 | and |
| 17 | WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery |
| 18 | strategy shall be accomplished by adoption of a resolution: |
| 19 | (1) By the DeKalb County Governing Authority; |
| 20 | (2) By the governing authority of municipalities within DeKalb County which have a |
| 21 | population of 9,000 or greater within the county; |
| 22 | (3) By the municipality which serves as the DeKalb County site if not included in |
| 23 | paragraph (2) of this subsection; and |
| 24 | (4) By no less than 50% of the remaining municipalities within DeKalb County which |
| 25 | contain at least 500 persons within the county if not included in paragraph (2) or (3) |
| 26 | of this subsection; and |

WHEREAS, a local government service delivery strategy between DeKalb County and
the Cities was approved by DeKalb County on August 24, 1999 and renewed on October
25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April
30, 2009, October 31, 2009, April 27, 2010, December 14, 2010, December 9, 2014 and
October 25, 2016; and

32 WHEREAS, DeKalb County and the Cities have reviewed and revised the previously 33 adopted service delivery strategy and not seek to adopt the service delivery strategy 34 represented by the summary matrix attached hereto; and

WHEREAS, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27;

38 **NOW THEREFORE, BE IT RESOLVED** by the governing authority of the City of 39 Stonecrest, and it is hereby resolved by authority of the same that DeKalb County's 2018 40 Revised Serviced Delivery Strategy Matrix for the City of Stonecrest, Georgia summarizes the 41 Service Delivery Strategy for DeKalb County as it pertains to the City of Stonecrest. Such 42 strategy shall remain in force and effect until October 31, 2026. The DeKalb County Chief 43 Executive Officer and the City of Stonecrest are authorized to execute all necessary documents 44 so long as they substantially comply with this resolution.

- 45 **BE IT FURTHER RESOLVED** that any and all resolutions or any part thereof in 46 conflict with this resolution are hereby repealed. This resolution shall be effective immediately 47 upon its adoption.
- 48

ADOPTED by the City of Stonecrest this _____ day of _____, 2019.

CITY OF STONECREST, GEORGIA

Jason Lary, Sr., Mayor Approved as to form: Winston Denmark, City Attorney ATTEST: Brenda B. James, Interim, City Clerk



SUBJECT: Resolution to Appoint Members of the Arabia Mountain Overlay Steering Committee

() ORDINANCE () POLICY () STATUS REPORT

() DISCUSSION ONLY (X) RESOLUTION (X) OTHER

Council Meeting: 01/14/2019

SUBMITTED BY: Mayor

PURPOSE: The members of the Arabia Mountain Overlay Steering Committee were appointed in February 2018 and this is for the year of 2019.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

| , , | CITY OF STONECREST RESOLUTION 2019 | |
|-------------|---|--|
| - - - | RESOLUTION TO APPOINT MEMBERS OF THE ARABIA MOUNTAIN OVERLAY STEERING COMMITTEE FOR 2019 | |
| , | | |
| ; | | |
|) | WHEREAS, the Mayor appointed, and the City Council confirmed, members of the | |
| Ì | Arabia Mountain Overlay Steering Committee on February 19, 2018; and | |
| | WHEREAS, these members are appointed for a term of one year; and | |
| 2 | WHEREAS, the Mayor desires to appoint and the City Council desires to confirm | |
| 3 | members to the Arabia Mountain Overlay Steering Committee; and. | |
| 4 | NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of | |
| 5 | Stonecrest, Georgia that the following members are appointed to the Arabia Mountain Overlay | |
| 6 | Steering Committee with the term ending December 31, 2019. | |
| 7 | SO RESOLVED , this day of, 2019. | |
| 8 | CITY OF STONECREST, GEORGIA | |
| 9 | | |
| 0 | | |
| 1 2 | Jason Lary, Sr., Mayor | |
| 3 | | |
| 4 | | |
| 5 6 | | |
| 7 | | |
| 8 | ATTEST: | |
| 9 | | |
| 0 1 | Brenda B. James, Interim, City Clerk | |
| 32 | | |

35 Attachment A 36 37 38 39

Arabia Mountain Overlay Steering Committee Appointed February 19, 2018

Mayor Pro Tem George Turner- District 4 Co- Chair

Ms. Mera Cardenas, Executive Director Arabia Mountain Co- Chair

Council Member Diane Adoma, District 5

Council Member Jimmy Clanton, District 1

Mr. Michael Harris, City Manager

Ms. Nicole Dozier, Community Development Director

Mr. Kelly Jordan, Arabia Mountain Heritage Area Alliance, Inc

Mr. Eric Hubbard, District Outreach Director, Rep. Hank Johnson

Ms. Jetha Wagner, Vice President Avila Development LLC

One Representative from each of the following:

Stonecrest Business Alliance Incorporated

Parks of Stonecrest Community Civic Association

Klondike Area Civic Association

Such other civic associations and businesses as may be designated by Council Member Clanton or Adoma with the concurrence of the Mayor.



SUBJECT: Resolution to Appoint Members of the Stonecrest Education Committee

- STATUS REPORT () POLICY ()ORDINANCE ()
- (X) **RESOLUTION** DISCUSSION ONLY ()

OTHER

(X)

Council Meeting: 01/14/2019

SUBMITTED BY: Mayor

PURPOSE: The members of the Stonecrest Education Committee were appointed in February 2018 and this is for the year of 2019.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

STATE OF GEORGIA COUNTY OF DEKALB

| CITY OF STONECREST | RESOLUTION 2019 |
|--|--|
| RESOLUTION TO APPOINT MEMBERS OF THE STONECREST EDUCATION COMMITTEE FOR 2019 | |
| | |
| | |
| WHEREAS, the Mayo | or appointed, and the City Council confirmed, members of the |
| Stonecrest Education Committe | ee on February 19, 2018; and |
| WHEREAS, these men | mbers are appointed for a term of one year; and |
| WHEREAS, the Mayor desires to appoint and the City Council desires to confirm | |
| members to the Stonecrest Education Committee; and. | |
| NOW THEREFORE, | , BE IT RESOLVED by the Mayor and Council of the City of |
| Stonecrest, Georgia that the following members are appointed to the Stonecrest Education | |
| Committee with the term ending | ng December 31, 2019. |
| SO RESOLVED, this _ | day of, 2019. |
| | CITY OF STONECREST, GEORGIA |
| | · |
| | |
| | Jason Lary, Sr., Mayor |
| | |
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| | |
| | |
| ATTEST: | |
| | |
| Brenda B. James, Interim, Ci | ity Clerk |
| | |
| | |

35 Attachment A 36 37 37 38 39 Names

Education Committee

Appointed February 19, 2018

Dr. Barbara Lee

Vickie Turner



(X)

OTHER

SUBJECT: Resolution to Appoint Members of the Stonecrest Finance Committee

- () ORDINANCE () POLICY () STATUS REPORT
- () DISCUSSION ONLY (X) RESOLUTION

Council Meeting: 01/14/2019

SUBMITTED BY: Mayor

PURPOSE: The members of the Stonecrest Finance Committee were appointed in February 2018 and this is for the year of 2019.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

| 1 | STATE OF GEORGIA |
|---|------------------|
| 2 | COUNTY OF DEKALR |

| 2 | COUNTY OF DEKALB CITY OF STONECREST | RESOLUTION 2019 | |
|----------|---|--|--|
| 4 | DESALITION TO ADDOINT MEM | MEMBERG OF THE STONE OF ST | |
| , S 6 | RESOLUTION TO APPOINT MEMBERS OF THE STONECREST FINANCE COMMITTEE FOR 2019 | | |
| 7 | | | |
| 8 9 | WHEREAS, the Mayor appointed, and the | e City Council confirmed, members of the | |
| 10 | Stonecrest Finance Committee on February 19, 201 | 8; and | |
| 11 | WHEREAS, these members are appointed t | for a term of one year; and | |
| 12 | WHEREAS, the Mayor desires to appoint and the City Council desires to confirm | | |
| 13 | members to the Stonecrest Finance Committee; and | • | |
| 14 | NOW THEREFORE, BE IT RESOLVE | D by the Mayor and Council of the City of | |
| 15 | Stonecrest, Georgia that the following members | s are appointed to the Stonecrest Finance | |
| 16 | Committee with the term ending December 31, 201 | 9. | |
| 17 | SO RESOLVED, this day of | , 2019. | |
| 18 | CITY | OF STONECREST, GEORGIA | |
| 19 | | | |
| 20 21 | | | |
| 21 22 | Jason | Lary, Sr., Mayor | |
| 23 . | | | |
| 24 | | | |
| 25 | | | |
| 26 | | | |
| 27 | | | |
| 28 | ATTEST: | | |
| 29 30 | | | |
| 31 | Brenda B. James, Interim, City Clerk | | |
| 32 | | | |
| 33 | | | |
| 34 | | | |

| 35 | | Attachment A |
|----|-------|--------------|
| 36 | | |
| 37 | | |
| 38 | | |
| 39 | Names | |

Finance Committee

Appointed February 19, 2018

Council Member Jazzmin Cobble

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CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution to Appoint Members of the Steering Committee to Negotiate the IGA with East Metro DeKalb CID

| () | ORDINANCE | () POLICY | () | STATUS REPORT |
|----|-----------|-----------|----|---------------|
| | | | | |

() DISCUSSION ONLY (X) RESOLUTION (X) OTHER

Council Meeting: 01/14/2019

SUBMITTED BY: Mayor

PURPOSE: The members of the Steering Committee to negotiate the IGA with East Metro DeKalb CID were appointed in February 2018 and this is for the year of 2019.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

| 1 2 | STATE OF GEORGIA COUNTY OF DEKALB | | |
|----------------------------------|--|--|--|
| 3 | CITY OF STONECREST RESOLUTION 2019 | | |
| 4 5 6 7 8 | RESOLUTION TO APPOINT MEMBERS OF THE STEERING COMMITTEE TO NEGOTIATE THE IGA WITH EAST METRO DEKALB CID FOR 2019 | | |
| 9 10 | WHEREAS, the Mayor appointed, and the City Council confirmed, members of the | | |
| 11 | Steering Committee to negotiate the IGA with East Metro DeKalb CID on February 19, 2018; | | |
| 12 | and | | |
| 13 | WHEREAS, these members are appointed for a term of one year; and | | |
| 14 | WHEREAS, the Mayor desires to appoint and the City Council desires to confirm | | |
| 15 | members to the Steering Committee to negotiate the IGA with East Metro DeKalb CID; and. | | |
| 16 | NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of | | |
| 17 | Stonecrest, Georgia that the following members are appointed to the Steering Committee to | | |
| 18 | negotiate the IGA with East Metro DeKalb CID with the term ending December 31, 2019. | | |
| 19 | SO RESOLVED, this day of, 2019. | | |
| 20 21 22 23 24 25 | CITY OF STONECREST, GEORGIA Jason Lary, Sr., Mayor | | |
| 26 27 28 29 | | | |
| 30 31 32 | ATTEST: | | |

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| 33 | Brenda B. James, Interim, City Clerk | |
|----|--------------------------------------|--------------|
| 34 | | |
| 35 | | |
| 36 | | |
| 37 | | Attachment A |
| 38 | | , |
| 39 | | |
| 40 | | |
| 41 | Names | |

Steering Committee to negotiate IGA with East Metro DeKalb CID Appointed February 19, 2018

Council Member Clanton, Chair Attorney Bernard Knight, Vice-Chair Stacy Thibodeaux Edwina Clanton Matt Hampton Sabrina Wright



CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution to Appoint Members of the SPLOST Citizens Oversight Advisory Committee

() ORDINANCE () POLICY

() DISCUSSION ONLY (X) RESOLUTION

(X) OTHER

()

STATUS REPORT

Council Meeting: 01/14/2019

SUBMITTED BY: Mayor

PURPOSE: The members of the SPLOST Citizens Oversight Advisory Committee appointed in October 2018 and this is for the year of 2019.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

| 1 2 3 4 | STATE OF GEORGIA COUNTY OF DEKALB CITY OF STONECREST | RESOLUTION 2019 | |
|----------------------------|---|--|--|
| 5 6 7 | RESOLUTION TO APPOINT MEMBERS OF THE SPLOST CITIZENS OVERSIGHT ADVISORY COMMITTEE FOR 2019 | | |
| 8 9 | WHEREAS, the Mayor appointed | , and the City Council confirmed, members of the | |
| 10 | SPLOST Citizens Oversight Advisory Committee on October 15, 2018; and | | |
| 11 | WHEREAS, these members are app | pointed for a term of one year; and | |
| 12 | WHEREAS, the Mayor desires to appoint and the City Council desires to confirm | | |
| 13 | members to the SPLOST Citizens Oversight Advisory Committee; and. | | |
| 14 | NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of | | |
| 15 | Stonecrest, Georgia that the following members are appointed to the SPLOST Citizens Oversight | | |
| 16 | Advisory Committee with the term ending I | December 31, 2019. | |
| 17 | SO RESOLVED, this day of | , 2019. | |
| 18/ 19 20 21 | | CITY OF STONECREST, GEORGIA | |
| 22 23 24 25 26 | | Jason Lary, Sr., Mayor | |
| 27 28 29 30 | ATTEST: | | |
| 31 32 33 34 | Brenda B. James, Interim, City Clerk | • | |

35 Attachment A 36 37 37 38 39 Names

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SPLOST CITIZENS OVERSIGHT ADVISORY COMMITTEE

Appointed October 15, 2018

| 1. | Eric Carrington | District 2 |
|-----|------------------|-----------------------|
| 2. | Erika Dixon | District |
| 3. | Phyllis Douglas | District |
| 4. | Michelle Emanuel | District 4 |
| 5. | Lemuel Hawkins | District 5 |
| 6. | Shawn Jones | District 3 |
| 7. | Dave Marcus | District 5 |
| 8. | Darrel Taylor | District 1 |
| 9. | Swain Watters | District |
| 10. | Kerry Williams | District |
| 11. | Plez Joyner | City Manager Designee |



CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution to Appoint Members of the Stonecrest Film Committee

- () ORDINANCE () POLICY () STATUS REPORT
- () DISCUSSION ONLY (X) RESOLUTION

ION (X)

OTHER

Council Meeting: 01/14/2019

SUBMITTED BY: Mayor

PURPOSE: The members of the SPLOST Citizens Oversight Advisory Committee appointed in December 2018 and this is for the year of 2019.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

| COUNTY OF DEKALB CITY OF STONECREST | | RESOLUTION 2019 |
|---|---------------------|--|
| | INT MEMB OMMITTE | ERS OF THE STONECREST FILM E FOR 2019 |
| WHEREAS, the Mayor a | appointed, and | the City Council confirmed, members of the |
| Stonecrest Film Committee on Dec | cember 17, 2018 | 8; and |
| WHEREAS, these members are appointed for a term of one year; and | | |
| WHEREAS, the Mayor of | desires to appo | oint and the City Council desires to confirm |
| members to the Stonecrest Film Co | ommittee; and. | |
| NOW THEREFORE, BE | E IT RESOLV | ED by the Mayor and Council of the City of |
| Stonecrest, Georgia that the following members are appointed to the Stonecrest Film Committee | | |
| with the term ending December 31 | , 2019. | |
| SO RESOLVED, this | day of | , 2019. |
| | CITY | Y OF STONECREST, GEORGIA |
| | | |
| | Jaso | n Lary, Sr., Mayor |
| | | |
| ATTEST: | | |
| Brenda B. James, Interim, City (| Clerk | |
| Di chua Di Games, Interini, City | - 404 IX | |
| | | |

Attachment A

35 36 37 38 39

<u>Names</u>

Film Commission

December 17, 2018

Council Member Rob Turner

City Manager or designee

Patreece DeChabert

Verda Watson

Todd Brown

Stacy Thibodeaux

Kenneth Reeves