



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

Vacant – District 5

CITY COUNCIL MEETING AGENDA

September 9, 2019

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. **AWARDS AND HONORS**
- VI. **APPROVAL OF THE COUNCIL AGENDA**
- VII. **MINUTES:**
 - a. Approval of the August 26, 2019 City Council Meeting Minutes
- VIII. **PRESENTATIONS:**
- IX. **PUBLIC COMMENTS**
- X. **APPOINTMENTS:**
- XI. **PUBLIC HEARINGS:**

XII. NEW BUSINESS:

- a. Affirmed Policy Consulting, LLC- Contract
- b. Resolution for Census 2020

XIII. OLD BUSINESS:

XIV. EXECUTIVE SESSION:

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

XV. CITY MANAGER COMMENTS

XVI. CITY ATTORNEY COMMENTS

XVII. MAYOR AND COUNCIL COMMENTS

XVIII. 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 AGENDA ITEM

SUBJECT: Minutes from 8/26/2019

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |

Council Meeting: 09-09-2019

SUBMITTED BY: Megan Reid

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Approval by Mayor and Council



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

Vacant – District 5

CITY COUNCIL MEETING MINUTES

August 26, 2019

7:00 p.m.

3120 Stonecrest Blvd. Suite 190

Stonecrest, Georgia

- I. **CALL TO ORDER:** Mayor Jason Lary
- II. **ROLL CALL:** All members were present.
- III. **INVOCATION:** Invocation was led by Council Member Robert Turner.
- IV. **PLEDGE OF ALLEGIANCE**
- V. **AWARDS AND HONORS**
 1. Mayor Lary introduced a newest member of the Stonecrest Staff, Will Settles, Business Development Manager.
- VI. **APPROVAL OF THE COUNCIL AGENDA:**

Motion 1- was made by Council Member Jimmy Clanton to approve the agenda and a second was provided by Council Member George Turner.

Motion passed unanimously.
- VII. **MINUTES:**

Motion 2- was made by Council Member Rob Turner to approve the Council Meeting Minutes from August 12, 2019 and a second from Mayor Jason Lary.

Motion passed unanimously.

VIII. PRESENTATIONS:

None.

IX. PUBLIC COMMENTS:

- Kirk Barnett- Thanked the Mayor for coming to his neighborhood and expressed his interest in helping and contributing to the “Best of Stonecrest”
- Alecia Washington- Would like to see more community service centers near Fairington Road.
- Minister Richard Stone- Dissatisfied with the City of Stonecrest and would like to see it dissolved
- Geraldine Champion- Dissatisfied with the City of Stonecrest.
- Bernard Knight- Stated that the City has completed many projects since incorporation. Also, spoke on the vacating of District 5 Seat and the Constitution states that.
- Thomas Delon- Thanked the Mayor for attending the Homeowner’s Association Meeting in his neighborhood
- Dave Marcus- Glad to see that the City is working on the Party House Ordinance and excited to hear about the purchase of the land on Fairington Road.
- Herbert Woods- Thanked the Mayor for coming to his neighborhood and liked the mayor’s vision

X. APPOINTMENTS:

None

XI. PUBLIC HEARINGS:

- a. Rezone Application- RZ-19-006 – 6024 Covington Hwy
Motion 3- was made by Council Member George Turner to Open the Public Hearing and a second was provided by Council Member Jimmy Clanton.

Motion passed unanimously.

In favor of RZ-19-006:
Dave Marcus
Joel Thibodeaux

In Opposition:
None

Motion 4- was made by Council Member George Turner to Close the Public Hearing and a second was provided by Council Member Jimmy Clanton.

Motion passed unanimously.

Motion 5- was made by Council Member Rob Turner to approve RZ-19-006 6024 Covington Hwy, subject to the conditions – Tire Shop and Recycling Centers are prohibits and the conditions in the staff report and this will be approved as of October 31, 2019 and a second was provided by Council member George Turner.

Motion passed unanimously.

- b. Rezone Application – RZ-19-007- 1794, 1800 &1850 Phillips Rd

Motion 6- was made by Council Member Jimmy Clanton to Open the Public Hearing and a second was provided by Council Member Rob Turner.

Motion passed unanimously.

In favor of RZ-19-007:
Wayne Harris

In Opposition:
Eric Jackson
Charles Caldwell
Antonio Stokes

Motion 7- was made by Council Member Jimmy Clanton to Close the Public Hearing and a second was provided by Council Member George Turner.

Motion passed unanimously.

Chris Wheeler, Interim Community Development Director- shared the staff report and staff recommendation for deferral until a traffic study can be reviewed.

Motion 8- was made by Council Member Jimmy Clanton to defer decision until October 28, 2019 until a traffic study can be analyzed and a second was provide by Council Member George Turner.

Motion passed unanimously.

XII. NEW BUSINESS:

a. Elections

1. Call for Special Election

Motion 9- was made Council member Jason Lary to call for Special Election District 5 due to the vacancy created by the operation of law and a second was provided by Council Member Jimmy Clanton.

Motion passed unanimously.

2. Advance Voting at Stonecrest Library

Motion 10- was made by Mayor Lary to approve Advance Voting at the Stonecrest Library 3 weeks prior to the Election and a second was provided by Council Member Jimmy Clanton.

Motion passed unanimously.

b. Real Estate Purchase

Motion 11- was made by Mayor Jason Lary to approve the resolution with 2 changes, change the price to \$351,000 and change the date and a second was made by Council member Jimmy Clanton.

Motion passed unanimously.

c. Purchasing Policy

Motion 12- was made by Council Member Jazzmin Cobble to defer to a work session and a second was provided by Council member Rob Turner.

Motion passed unanimously.

d. Affirmed Policy Consulting, LLC- Contract

Motion 13- was made by Council Member Jazzmin Cobble to defer to Executive Session at the next work session and to pay the outstanding invoice and a second was provided by Council member Rob Turner.

Motion passed unanimously.

XIII. OLD BUSINESS:

XIV. EXECUTIVE SESSION:

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

None.

XV. CITY MANAGER COMMENTS:

No comments.

XVI. CITY ATTORNEY COMMENTS:

No comments

XVII. MAYOR AND COUNCIL COMMENTS:

Council Member George Turner- Apologized for being late to the Special Called Meeting on Friday. Announced the Overlay Meeting at the Salem Panola Library and announced that since he was unchallenged in the election this year, he will begin focusing on the Census for 2020.

Council Member Rob Turner- Thanked the public for supporting the Film and Entertainment Committee's Event with actor Rob Townsend hosting the documentary "Making the Five Heartbeats" on Saturday. Unopposed for 4 more years!

Mayor Jason Lary- Thanked everyone for their support.

XVIII. ADJOURNMENT:

Motion 14- was made by Jazzmin Cobble to adjourn the Council meeting at 9:30pm 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 _____, 2019.

Mayor Jason Lary

ATTEST:

Megan P. Reid, City Clerk



COUNCIL MEETING AGENDA ITEM

SUBJECT: Affirmed Policy Consulting LLC Contract

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |

Council Meeting: 09-09-2019 Work Session: 09-09-2019

SUBMITTED BY: Mayor Jason Lary

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Approval by Mayor and Council

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 July 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.

Currency

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 continue to provide services without an additional retainer.
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

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

Mayor, City of Stonecrest, Georgia

Affirmed Policy Consulting, LLC

WITNESS: _____

Per: _____ (Seal)

APPROVED AS TO FORM:

City Attorney



COUNCIL MEETING AGENDA ITEM

SUBJECT: Census Resolution

- | | | |
|--|--|--|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input checked="" type="checkbox"/> RESOLUTION | <input type="checkbox"/> OTHER |

Council Meeting: 09-09-2019

SUBMITTED BY: Council Member George Turner

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

* Template *

February 19, 2019

RESOLUTION

**A RESOLUTION OF THE GOVERNING AUTHORITY OF DEKALB COUNTY,
GEORGIA TO SUPPORT THE 2020 CENSUS.**

WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy;

WHEREAS, the governing authority of DeKalb County is committed to ensuring every resident is counted; and

WHEREAS, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats, county and city councils and voting districts; and

WHEREAS, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and

WHEREAS, the information collected by the census is confidential and protected by law; and

WHEREAS, the CEO's office, each Commissioner's office and each Municipality will appoint a representative to participate on the Complete County Committee; and

WHEREAS, a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our citizens;

NOW, THEREFORE, BE IT RESOLVED by the governing authority of DeKalb County, Georgia is committed to partnering with the U.S. Census Bureau and the State of Georgia and will:

1. Support the goals and ideals for the 2020 Census and will disseminate 2020 Census information.
2. Encourage all County residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation.
3. Provide Census advocates to speak to County and Community Organizations.
4. Support census takers as they help our County complete an accurate count.
5. Strive to achieve a complete and accurate count of all persons within our borders

ADOPTED by the DeKalb County Board of Commissioners, this _____ day of _____, 2019.

February 19, 2019

JEFF RADER
Presiding Officer
Board of Commissioners
DeKalb County, Georgia

APPROVED by the Chief Executive Officer of DeKalb County, this ____ day of _____, 2019.

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

APPROVED AS TO FORM:

BARBARA SANDERS-NORWOOD, CCC
Clerk

VIVIANE H. ERNSTES
County Attorney