



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 WORK SESSION

VIRTUAL MEETING

October 12, 2020 at 6:00 p.m.

Citizen Access: URL

- I. **CALL TO ORDER:** Mayor Jason Lary

- II. **AGENDA ITEMS:**
 1. Review **Proposed FY21 Budget**
 2. Create job descriptions and advertise for **Finance Director** and **Internal Auditor**

- III. **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.



October 7, 2020

Members of the City Council
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, GA 30038

Dear City Council:

Attached is the proposed fiscal year 2021 (FY21) Annual Budget for the City of Stonecrest.

Our national, state and local governments have all faced the impact from the COVID-19 pandemic and there is a need for the City of Stonecrest to take proactive steps to protect the financial resources and city-owned assets for the residents based on historical analysis over the past 3 years of existence. The FY21 budget reflects a response in anticipation of a reduction in selective sales and uses tax revenues, franchise fee receipts, and dollars spent in the community due to the pandemic.

While the FY21 annual budget of \$13,493,400 provides a starting point for the upcoming fiscal year, the annual budget can be amended throughout the year as Council approves various policy updates based on changing conditions such as receipt of grants, one-time expenses, unanticipated revenue and expenses, etc.

Budget Highlights

Revenue

Although we have budgeted conservatively due to COVID-19, the City's Revenue will increase in several areas for FY20. The Insurance Premium taxes are expected to be \$3.7 million. The City began receiving the Title Ad Valorem Taxes in FY19. This new revenue source includes \$662,000 YTD for 2020 and we anticipate receiving \$887,300 in FY21. This was the first year for the City to receive personal property and real property taxes which began mid-year. The anticipated combined revenue anticipated for FY21 is \$1.9 million

The combined general, hotel/motel and SPLOST fund budgets total \$24.8 million, which represents an increase of \$7.5 million or 30.3% over the FY 2020 budget.

Building permit revenue has far exceeded the \$1.1 million dollars budgeted and we anticipate revenue of \$1.8 million for FY21. Another revenue source that has exceeded the anticipated revenue is business taxes which is commonly referred to as business licenses. It is important to note that this revenue was moved from Licenses & Fees (32120) to (31610) to be in line with the State Chart of accounts.

Capital

The City of Stonecrest Comprehensive Plan 2038 cited need for new mixed-use areas that feature greenspace, neighborhood parks and pedestrian connectivity and the Stonecrest Transportation Master Plan lays out the framework for infrastructure improvements for the next 20 years. The FY21 budget includes proposed expenditures from the City's general fund and SPLOST revenues.

City Administration

Funding for resurfacing and infrastructure improvements, including sidewalks: \$8 million

Funding for facility upgrades at the New City Hall building: \$1 million

Parks Administration

Funding for park upgrades and infrastructure: \$650,000

- Building Improvements: \$100,000

Funding for potential park purchases (\$650,000), increased by 53.8% to account for proposed acquisitions of various strategic greenspace opportunities around the City:

- Arabia Mountain
- Everette Park expansion
- Fairington Pkwy greenspace (66 acres)

Infrastructure improvements in the Parks using SPLOST (including site improvements, bike and pedestrian paths/trails): \$1.75 million

Personnel

Although, the Jacobs contract regarding personnel is still under review, the FY21 budget includes a modest 5% increase for all roles. The City Clerk will become the first full time employee of the City of Stonecrest. If Public Works services is transitioned to Stonecrest from DeKalb County in 2021, there will be a substantial increase of 20-25 positions.

Service Enhancements

Proposed enhancements to Park & Recreation services include:

- Increase City Event Funding to \$200,000
- Increase funding for Technical Services to \$217,000
- Increase Professional Services funding to \$1,001,760
- Increase funding for Security in our Parks network to \$42,000

In the coming months, Staff will begin evaluation of an Enterprise Resource Planning (ERP) software solution to meet the needs of Stonecrest in the areas of finance, building permits, licenses, and possibly code enforcement and municipal court; software selection and implementation will likely occur during FY21.

FY21 will represent the first full year of the Stonecrest Convention and Visitor's Bureau (SCVB), a fund was established for its operation.

The Urban Redevelopment Agency (URA) was implemented to facilitate the purchase of the New City Hall building (the old Sam's Club) and the Sears property at the Mall at Stonecrest.

The Development Authority has been in operation since 2019 and a budget of \$100,000 was included for that fund.

The Housing Authority began operation in 2019 and has facilitated the development of senior housing in Stonecrest, a fund for this authority was established for \$100,000.

Future Considerations

Public Works Services

An analysis of the feasibility of the City of Stonecrest developing a Public Works Department is on-going with a decision by the Council to take place during FY21; several considerations will go into that decision including the opportunity for an enhance to the current service level delivery, an increase in the number of City staff, as well as, an analysis of the revenue from property tax and stormwater fees.

Legal Fees

As the City matures, the staff continues to analyze the most effective way to have Legal services provided to the City on a full time and on demand basis.

Financial Assessment

The City of Stonecrest is developing and maintaining a strong financial position through conservative financial management and adherence to its fiscal policies.

Fund Balances

One measure of a City's financial strength is the level of its fund balance. The City's estimated unreserved fund balance in the General Fund will be approximately \$2.5 million as of December 31, 2020, this balance represents 24.1% of the FY20 total budgeted General Fund expenditures.

Intergovernmental Activity

In FY20 the city was awarded \$562,496 in Local Maintenance and Improvement Grant (LMIG) funds from the Georgia Department of Transportation. In FY21, the amount will be \$497,475. This amount represents a 11.6% decrease due to the pandemic. The LMIG Program is an annual program administered by Georgia Department of Transportation (GDOT) that provides funds to qualifying municipalities based on the number of paved and unpaved centerline miles and a 30% local match for the purpose of capital improvements to the city's transportation infrastructure.

SPLOST

The City began receiving SPLOST funds in May 2018. Those funds are scheduled to be received through FY23. The City of Stonecrest's total portion of SPLOST is projected to be \$47 million. There was \$6.3 million budgeted to be spent in FY20 and \$10.7 is expected to be spent for FY21. The anticipated SPLOST revenue for FY21 is \$6.9 million The current SPLOST balance is \$10.5 million.

Conclusion

Performance among various funds in FY20 were diverse and the General Fund has remained fairly stable through-out the year in spite of COVID-19. Barring any unforeseen events, the City will continue to increase fund balance. The City of Stonecrest is still a young city that is determined to create the Stonecrest standard and continue to be the "The City of Innovation and Excellence". This level of commitment will allow Stonecrest to become a regional and state destination that residents will be proud to call home and visitors will be proud to work, play, and visit. It is with pleasure that I submit this proposed budget. I look forward to the review of the proposed budget on October 23, 2020.

Respectfully Submitted,

Jason Lary, Mayor

Plez A. Joyner, Deputy City Manager

Budget Worksheet

STONECREST, CITY OF

100-GENERAL FUND

	*** Previous Year ***	2019	*** Current Year ***	2020	*** Next Year ***		2021	Pct Inc
	<u>YTD Actual</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Dept Req</u>	<u>Admin Rcmd</u>			Final
REVENUES								
031 TAXES								
03110 GENERAL PROPERTY TAX								
31100 REAL PROPERTY-CURRENT YEAR	0	0	632,302	0	1,629,400			0.00
31110 PUBLIC UTILITY TAX	0	0	0	0	30,400			0.00
31200 REAL PROPERTY-PRIOR YEAR	0	0	0	0	120,000			0.00
31301 PERSONAL PROPERTY-CURRENT YEAR	0	0	151,965	0	357,100			0.00
31310 MOTOR VEHICLE TAX	0	0	0	0	12,400			0.00
31315 TITLE AD VALOREM TAX	285,929	0	662,289	750,000	887,300			18.31
31325 HEAVY EQUIPMENT TAX	0	0	0	0	100			0.00
31360 REAL ESTATE TRANSFER TAX	0	0	45	0	0			0.00
31400 PERSONAL PROPERTY- PRIOR YEAR	0	0	0	0	26,000			0.00
03110 TOTAL GENERAL PROPERTY TAX	285,929	0	1,446,601	750,000	3,062,700			308.36
03111 FRANCHISE FEES								
31371 ATL GAS LIGHT (SOUTHERN CO.)	325,305	300,000	165,559	300,000	300,000			0.00
31372 SSEM	430,750	400,000	285,653	400,000	324,800			(18.80)
31373 COMCAST	521,919	554,000	384,314	554,000	509,300			(8.07)
31374 AT&T	195,827	145,400	143,654	145,400	183,700			26.34
31375 GEORGIA POWER	1,077,080	755,000	0	695,000	1,000,000			43.88
03111 TOTAL FRANCHISE FEES	2,550,881	2,154,400	979,180	2,094,400	2,317,800			10.67

	*** Previous Year ***	2019	*** Current Year *** 2020		*** Next Year *** 2021		Pct Inc
	<u>YTD Actual</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Dept Req</u>	<u>Admin Rcnd</u>		Final
03140 SELECTIVE SALES AND USE TAX							
34200 ALCOHOLIC BEVERAGE EXCISE TAX	138,000	117,000	53,320	125,000	76,800		(38.56)
34300 LOCAL OPTION MIXED DRINK	27,705	3,000	22,382	20,000	32,400		62.00
03140 TOTAL SELECTIVE SALES AND USE TAX	165,705	120,000	75,702	145,000	109,200		(24.69)
03160 BUSINESS TAXES							
31610 BUSINESS & OCCUPATION TAXES	0	0	0	0	1,387,800		0.00
31620 INSURANCE PREMIUM TAX	3,821,203	3,000,000	0	3,820,000	3,790,000		(0.79)
31630 FINANCIAL INSTITUTIONS TAXES	0	5,000	0	5,000	0		(100.00)
03160 TOTAL BUSINESS TAXES	3,821,203	3,005,000	0	3,825,000	5,177,800		35.37
031 TOTAL TAXES	6,823,718	5,279,400	2,501,483	6,814,400	10,667,500		56.54
032 LICENSES & FEES							
03210 BUSINESS LICENSE							
32110 ALCOHOLIC BEVERAGES CURRENT YR	97,117	75,000	127,150	100,000	127,100		27.10
32111 ALCOHOLIC BEVERAGES FUTURE YR	85,400	0	0	6,000	0		(100.00)
32120 GEN BUSINESS LICENSE CURRENT Y	1,602,296	1,200,000	1,304,146	1,550,000	0		(100.00)
32121 GEN BUSINESS LICENSE FUTURE YR	1,244	0	995	0	0		0.00
03210 TOTAL BUSINESS LICENSE	1,786,057	1,275,000	1,432,291	1,656,000	127,100		(92.32)
03220 LICENSES & PERMITS							
32200 BUILDING PERMITS	931,945	1,150,000	1,774,738	950,000	1,800,000		89.47
32202 DEVELOPMENT PERMITS	87,880	150,000	29,415	80,000	44,100		(44.88)
32205 ZONING APPLICATIONS	13,005	10,000	8,555	10,000	5,700		(43.00)
03220 TOTAL LICENSES & PERMITS	1,032,830	1,310,000	1,812,708	1,040,000	1,849,800		77.87
032 TOTAL LICENSES & FEES	2,818,887	2,585,000	3,244,999	2,696,000	1,976,900		(26.67)

	*** Previous Year ***	2019	*** Current Year ***		2020	*** Next Year ***		2021	Pct
	<u>YTD Actual</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>Budget</u>		<u>Dept Req</u>	<u>Admin Rcmd</u>	<u>Final</u>	<u>Inc</u>
033 INTERGOVERNMENTAL REVENUES									
03430 STATE GOVERNMENT GRANTS									
33430 STATE GRANT CAPITAL-LMIG DIREC	536,511	0	562,496	560,000		497,500			(11.16)
03430 TOTAL STATE GOVERNMENT GRANTS	536,511	0	562,496	560,000		497,500			(11.16)
033 TOTAL INTERGOVERNMENTAL REVENUES	536,511	0	562,496	560,000		497,500			(11.16)
034 GENERAL GOVERNMENT									
03400 GENERAL GOVERNMENT									
34120 FILM PERMITTING	8,932	7,500	0	7,500		7,500			0.00
34721 FIELD RENTAL	0	0	280	0		0			0.00
34750 PROGRAM FEES	0	0	1,100	0		4,600			0.00
34792 EVENTS	0	0	475	0		0			0.00
03400 TOTAL GENERAL GOVERNMENT	8,932	7,500	1,855	7,500		12,100			61.33
034 TOTAL GENERAL GOVERNMENT	8,932	7,500	1,855	7,500		12,100			61.33
036 INTEREST REVENUES									
03610 INTEREST REVENUES									
36100 INTEREST	0	0	0	0		400			0.00
03610 TOTAL INTEREST REVENUES	0	0	0	0		400			0.00
036 TOTAL INTEREST REVENUES	0	0	0	0		400			0.00
038 MISC REVENUE									
03800 MISC REVENUE									
38900 OTHER MISCELLANEOUS REVENUE	0	0	(96)	0		0			0.00
03800 TOTAL MISC REVENUE	0	0	(96)	0		0			0.00
038 TOTAL MISC REVENUE	0	0	(96)	0		0			0.00
039 OTHER FINANCING SOURCES									
03910 OTHER FINANCING SOURCES									
39120 TRANSFER FROM HOTEL	0	0	190,526	360,000		339,000			(5.83)

	*** Previous Year ***	2019	*** Current Year *** 2020		*** Next Year *** 2021		Pct Inc
	<u>YTD Actual</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Dept Req</u>	<u>Admin Rcmd</u>		Final
03910 TOTAL OTHER FINANCING SOURCES	0	0	190,526	360,000	339,000		(5.83)
039 TOTAL OTHER FINANCING SOURCES	0	0	190,526	360,000	339,000		(5.83)
TOTAL REVENUES	10,188,048	7,871,900	6,501,263	10,437,900	13,493,400		29.27
EXPENDITURES							
010 ADMINISTRATIVE SERVICE							
05110 CITY COUNCIL							
51110 REGULAR SALARIES	91,250	95,000	72,500	95,000	150,000		57.89
51200 FICA/MEDICARE	6,981	8,000	5,546	8,000	8,000		0.00
51210 GROUP INSURANCE	0	3,000	0	3,000	3,000		0.00
51240 RETIREMENT	0	3,000	0	3,000	3,000		0.00
51270 WORKERS COMP	0	2,000	0	2,000	2,000		0.00
52105 UNIFORMS	178	1,000	0	1,000	1,000		0.00
52120 PROFESSIONAL SERVICES	14,023	20,000	23,000	20,000	200,000		900.00
52350 TRAVEL EXPENSE	326	0	803	25,000	0		(100.00)
52352 TRAVEL-DISTRICT 1	0	0	0	0	1,000		0.00
52353 TRAVEL-DISTRICT 2	0	0	0	0	1,000		0.00
52354 TRAVEL-DISTRICT 3	0	0	0	0	1,000		0.00
52355 TRAVEL-DISTRICT 4	0	0	0	0	1,000		0.00
52356 TRAVEL-DISTRICT 5	0	0	0	0	1,000		0.00
52359 MAYOR TRAVEL EXPENSES	13,884	8,000	8,500	12,000	3,000		(75.00)
52370 EDUCATION & TRAINING	9,327	15,000	597	15,000	0		(100.00)

	*** Previous Year ***		2019		*** Current Year ***		2020		*** Next Year ***		2021		Pct Inc
	YTD Actual	Budget	YTD Actual	Budget	YTD Actual	Budget	Dept Req	Admin Rcnd	Final	Inc			
52374	EDUCATION & TRAINING-D 1	0	0	0	0	0	0	1,000					0.00
52375	EDUCATION & TRAINING-D 2	0	0	0	0	0	0	1,000					0.00
52376	EDUCATION & TRAINING-D 3	0	0	0	0	0	0	1,000					0.00
52377	EDUCATION & TRAINING- D 4	0	0	0	0	0	0	1,000					0.00
52378	EDUCATION & TRAINING-D 5	0	0	690	0	690	0	1,000					0.00
52379	EDUCATION & TRAINING-MAYOR	0	0	0	0	0	0	1,000					0.00
53100	OPERATING SUPPLIES	2,244	6,000	107	6,000	107	6,000	6,000					0.00
53160	MAYOR EXPENSE	0	0	0	0	0	0	0					0.00
53169	MAYOR ALLOWANCES	8,508	5,000	5,842	7,000	5,842	7,000	0					(100.00)
53170	COMMITTEE SUPPORT	0	2,500	0	6,700	0	6,700	0					(100.00)
53171	COMMITTE SUPPORT-D 1	0	0	0	0	0	0	1,000					0.00
53172	COMMITTE SUPPORT-D 2	0	0	0	0	0	0	1,000					0.00
53173	COMMITTE SUPPORT -D 3	0	0	0	0	0	0	1,000					0.00
53174	COMMITTE SUPPORT-D 4	0	0	0	0	0	0	1,000					0.00
53175	CITY EVENTS	0	0	0	0	0	0	100,000					0.00
53176	COMMITTE SUPPORT-D 5	0	0	0	0	0	0	1,000					0.00
53177	COMMITTE SUPPORT-MAYOR	0	0	0	0	0	0	1,000					0.00
53178	COUNCIL INITIATIVES	4,288	6,000	1,780	6,000	1,780	6,000	0					(100.00)
05110	TOTAL CITY COUNCIL	151,009	174,500	119,365	209,700	119,365	209,700	493,000					135.10
05130	CITY MANAGER												
52121	CONTRACTUAL SVCS JACOBS	196,924	199,000	171,565	208,950	171,565	208,950	219,398					5.00

	*** Previous Year ***		*** Current Year ***		*** Next Year ***		Pct Inc
	2019 YTD Actual	2019 Budget	2020 YTD Actual	2020 Budget	2021 Dept Req	2021 Admin Rcnd	
52350 TRAVEL EXPENSE	3,309	500	0	500	1,000		100.00
52360 DUES & FEES	0	500	0	500	500		0.00
52370 EDUCATION & TRAINING	3,949	1,000	0	1,000	1,000		0.00
53100 OPERATING SUPPLIES	987	1,000	6,265	1,000	2,000		100.00
05130 TOTAL CITY MANAGER	205,169	202,000	177,830	211,950	223,898		5.64
05131 CITY CLERK							
52112 ELECTION SERVICES	47,686	50,000	0	0	50,000		0.00
52121 CONTRACTUAL SVCS JACOBS	123,077	123,000	107,487	129,150	135,608		5.00
52135 SOFTWARE/SERVICE CONTRACTS	0	5,000	3,960	5,000	46,000		820.00
52330 ADVERTISING	4,908	5,000	2,360	6,000	10,000		66.67
52350 TRAVEL EXPENSE	0	250	0	250	250		0.00
52360 DUES & FEES	0	400	235	400	400		0.00
52370 EDUCATION & TRAINING	275	1,000	0	1,000	1,000		0.00
53100 OPERATING SUPPLIES	1,731	1,000	18,304	3,000	3,000		0.00
53101 POSTAGE	65	0	0	200	200		0.00
53110 OPERATING SUPPLIES	0	0	0	0	0		0.00
54240 COMPUTER/SOFTWARE	4,900	15,000	15,985	15,000	0		(100.00)
05131 TOTAL CITY CLERK	182,642	200,650	148,331	160,000	246,458		54.04
05135 PUBLIC WORKS							
51300 TECHNICAL SERVICES	0	15,000	0	15,000	15,000		0.00
52120 PROFESSIONAL SERVICES	17,821	579,000	0	450,000	400,000		(11.11)

	*** Previous Year ***		*** Current Year ***		*** Next Year ***		Pct Inc
	2019 YTD Actual	2019 Budget	2020 YTD Actual	2020 Budget	2021 Dept Req	2021 Admin Rcnd		Final
52121 CONTRACTUAL SVCS JACOBS	305,232	305,000	265,546	302,250	317,363		5.00
52200 REPAIRS & MAINTENANCE	0	0	0	0	60,000		0.00
52330 ADVERTISING	4,750	6,000	0	6,000	0		(100.00)
52350 TRAVEL EXPENSE	710	4,000	0	4,000	4,000		0.00
52370 EDUCATION & TRAINING	1,405	4,750	0	4,750	5,000		5.26
53100 OPERATING SUPPLIES	1,596	4,250	0	4,250	4,250		0.00
54140 TRANS INFRASTRUCTURE IMPROVEME	536,511	0	0	560,000	0		(100.00)
05135 TOTAL PUBLIC WORKS	868,025	918,000	265,546	1,346,250	805,613		(40.16)
05136 PUBLIC SAFETY							
52120 PROFESSIONAL SERVICES	0	24,000	14,000	24,000	24,000		0.00
52370 EDUCATION & TRAINING	0	500	0	500	500		0.00
53100 OPERATING SUPPLIES	0	500	0	500	500		0.00
05136 TOTAL PUBLIC SAFETY	0	25,000	14,000	25,000	25,000		0.00
05151 FINANCE ADMINISTRATION							
52110 AUDIT SERVICES	56,776	60,000	13,633	60,000	70,000		16.67
52120 PROFESSIONAL SERVICES	47,403	120,000	49,906	120,000	120,000		0.00
52121 CONTRACTUAL SVCS JACOBS	384,001	385,000	333,896	404,250	424,463		5.00
52135 SOFTWARE/SERVICE CONTRACTS	3,946	20,000	4,560	20,000	20,000		0.00
52350 TRAVEL EXPENSE	1,542	2,000	0	2,000	2,000		0.00
52360 DUES & FEES	1,238	1,500	1,381	1,500	1,500		0.00
52370 EDUCATION & TRAINING	1,640	3,000	0	3,000	3,000		0.00

	*** Previous Year ***		2019		*** Current Year ***		2020	*** Next Year ***		2021	Pct Inc
	<u>YTD Actual</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Dept Req</u>	<u>Admin Rcnd</u>	<u>Final</u>		
53100 OPERATING SUPPLIES	736	500	1,508	500			500			0.00	
54240 COMPUTER/SOFTWARE	4,280	25,000	6,661	25,000			100,000			300.00	
05151 TOTAL FINANCE ADMINISTRATION	501,562	617,000	411,545	636,250			741,463			16.54	
05153 LEGAL SERVICES DEPARTMENT											
52120 PROFESSIONAL SERVICES	0	20,000	0	20,000			20,000			0.00	
52122 ATTORNEY FEES	487,373	300,000	448,528	550,000			550,000			0.00	
52130 ATTORNEY FEES/OTHER	67,435	50,000	0	50,000			50,000			0.00	
05153 TOTAL LEGAL SERVICES DEPARTMENT	554,808	370,000	448,528	620,000			620,000			0.00	
05155 ECONOMIC DEVELOPMENT											
34120 FILM PERMITTING	0	5,000	0	0			0			0.00	
52120 PROFESSIONAL SERVICES	55,978	50,000	76,000	50,000			95,000			90.00	
52121 CONTRACTUAL SVCS JACOBS	128,001	128,000	163,166	134,400			141,120			5.00	
52132 MARKETING	17,912	15,000	19,000	20,000			45,000			125.00	
52133 TRAINING TRAVEL	0	0	0	0			21,000			0.00	
52134 FILM MARKETING	0	0	9,200	20,000			30,000			50.00	
52360 DUES & FEES	75	2,000	650	4,000			4,000			0.00	
52370 EDUCATION & TRAINING	906	2,500	0	10,000			10,000			0.00	
52371 DEVELOPMENT AUTHORITY	947	12,000	0	15,000			15,000			0.00	
52372 LEGAL SVCS (DEVELOPMENT AUTH)	122	10,000	0	20,000			20,000			0.00	
52373 ECONOMIC DEVELOPMENT PLAN	2,500	100,000	0	100,000			0			(100.00)	
53100 OPERATING SUPPLIES	261	500	0	500			500			0.00	

	*** Previous Year ***		*** Current Year ***		*** Next Year ***		Pct Inc
	2018	2019	2019	2020	2021	2021	
	<u>YTD Actual</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Dept Req</u>	<u>Admin Rcnd</u>	<u>Final</u>
52135 SOFTWARE/SERVICE CONTRACTS	0	0	1,488	0	0		0.00
52340 PRINTING	587	500	0	500	500		0.00
52370 EDUCATION & TRAINING	0	1,500	0	1,800	1,800		0.00
53100 OPERATING SUPPLIES	789	1,000	360	1,000	1,000		0.00
53161 SMALL EQUIPMENT	1,399	5,000	0	5,000	5,000		0.00
54250 OTHER EQUIPMENT	497	2,000	0	2,000	2,000		0.00
05157 TOTAL COMMUNICATIONS	351,168	360,000	311,686	379,550	396,613		4.50
05158 IT/GIS							
52120 PROFESSIONAL SERVICES	7,376	10,000	0	10,000	10,000		0.00
52121 CONTRACTUAL SVCS JACOBS	344,617	350,000	243,173	367,500	367,500		0.00
52135 SOFTWARE/SERVICE CONTRACTS	20,102	11,000	21,685	25,000	31,000		24.00
53100 OPERATING SUPPLIES	4,327	6,000	877	6,000	6,000		0.00
53161 SMALL EQUIPMENT	16,098	12,000	12,871	18,000	18,000		0.00
54240 COMPUTER/SOFTWARE	17,967	18,000	16,554	18,000	25,500		41.67
54250 OTHER EQUIPMENT	2,735	4,000	0	4,000	4,000		0.00
05158 TOTAL IT/GIS	413,222	411,000	295,160	448,500	462,000		3.01
05159 GENERAL OPERATIONS							
52105 UNIFORMS	0	0	0	0	20,000		0.00
52120 PROFESSIONAL SERVICES	4,824	15,000	0	15,000	0		(100.00)
52121 CONTRACTUAL SVCS JACOBS	103,385	105,000	90,399	111,250	116,820		5.01
52132 MARKETING	0	0	10,633	90,000	0		(100.00)

	*** Previous Year ***		*** Current Year ***		*** Next Year ***		Pct Inc
	2018	2019	2020	2020	2021	2021	
	<u>YTD Actual</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Dept Req</u>	<u>Admin Rcnd</u>	<u>Final</u>
52135 SOFTWARE/SERVICE CONTRACTS	14,850	20,000	0	20,000	0		(100.00)
52200 REPAIRS & MAINTENANCE	80	2,000	1,216	2,000	2,000		0.00
52210 RECYCLE/SHREDDING	0	0	0	0	2,000		0.00
52232 EQUIPMENT LEASE	5,423	20,000	44,778	25,000	25,000		0.00
52310 GENERAL LIABILITY INSURANCE	20,209	25,000	23,044	25,000	25,000		0.00
52330 ADVERTISING	0	0	1,600	0	0		0.00
52340 PRINTING	2,309	5,000	0	5,000	2,500		(50.00)
52360 DUES & FEES	50,434	15,500	64,432	55,000	70,000		27.27
52361 BANK FEES	37,460	2,000	31,606	2,000	50,000		0.00
52370 EDUCATION & TRAINING	0	500	0	500	0		(100.00)
53100 OPERATING SUPPLIES	34,791	20,000	33,989	30,000	35,000		16.67
53101 POSTAGE	2,533	8,500	2,074	8,500	5,000		(41.18)
53103 OFFICE SUPPLIES	60	0	309	100	0		(100.00)
53105 INTERNET/PHONES	37,769	33,000	62,716	30,000	100,000		233.33
53161 SMALL EQUIPMENT	0	3,000	0	3,000	0		(100.00)
54230 FURNITURE AND FIXTURES	0	5,000	0	5,000	0		(100.00)
54231 SIGNS	0	2,000	0	2,000	0		(100.00)
54240 COMPUTER/SOFTWARE	10,044	40,000	18,571	40,000	0		(100.00)
54250 OTHER EQUIPMENT	840	2,500	0	2,500	0		(100.00)
57101 TAX BILL PROCESSING	0	0	50,000	0	30,000		0.00

	*** Previous Year ***		2019		*** Current Year ***		2020	*** Next Year ***		2021	Pct Inc
	YTD Actual	Budget	YTD Actual	Budget	YTD Actual	Budget	Dept Req	Admin Rcnd	Final		
58400 CLOSING COSTS	0	0	37,840	0			0			0.00	
05159 TOTAL GENERAL OPERATIONS	325,011	324,000	473,207	471,850			483,320			2.43	
05900 DESIGNATED RESERVER											
57902 RESERVE CONTINGENCY	0	550,000	0	70,350			473,159			572.58	
05900 TOTAL DESIGNATED RESERVER	0	550,000	0	70,350			473,159			572.58	
010 TOTAL ADMINISTRATIVE SERVICE	4,014,031	4,754,150	3,199,524	5,285,300			5,954,994			12.67	
060 PARKS											
06210 PARKS ADMINISTRATION											
51300 TECHNICAL SERVICES	0	0	0	12,000			217,000			0.00	
52105 UNIFORMS	732	1,000	112	4,000			4,000			0.00	
52120 PROFESSIONAL SERVICES	91,131	125,000	207,376	600,000			1,001,760			66.96	
52121 CONTRACTUAL SVCS JACOBS	443,079	450,000	386,884	472,500			496,125			5.00	
52135 SOFTWARE/SERVICE CONTRACTS	7,875	5,000	0	5,000			10,620			112.40	
52180 SECURITY	0	0	1,860	20,640			42,000			103.49	
52200 REPAIRS & MAINTENANCE	534,685	500,000	428,657	305,000			305,000			0.00	
52232 EQUIPMENT LEASE	0	0	487	21,150			21,000			(0.71)	
52320 INTERNET/PHONES	0	0	0	0			1,700			0.00	
52330 ADVERTISING	4,950	4,000	695	6,000			10,000			66.67	
52360 DUES & FEES	825	1,000	65	1,000			3,300			230.00	
52370 EDUCATION & TRAINING	600	4,000	1,325	4,000			9,300			132.50	
52385 CONTRACT LABOR	0	0	2,275	44,360			17,400			(60.78)	

	*** Previous Year ***		2019		*** Current Year ***		2020	*** Next Year ***		2021	Pct Inc
	YTD Actual	Budget	YTD Actual	Budget	YTD Actual	Budget	Dept Req	Admin Rcnd	Final		
53100 OPERATING SUPPLIES	854	2,000	505	2,000	2,000	2,000				0.00	
53161 SMALL EQUIPMENT	0	2,000	0	2,000	2,000	2,000				0.00	
54240 COMPUTER/SOFTWARE	4,000	10,000	0	8,000	8,000	8,000				0.00	
54250 OTHER EQUIPMENT	0	2,000	536	1,500	1,500	1,500				0.00	
07210 TOTAL COMMUNITY DEVELOPMENT	585,367	585,000	462,020	603,650	653,213	653,213				8.21	
070 TOTAL COMMUNITY DEVELOPMENT	585,367	585,000	462,020	603,650	653,213	653,213				8.21	
072 BUSINESS DEVELOPMENT											
07220 BUSINESS DEVELOPMENT											
52120 PROFESSIONAL SERVICES	197	1,000	48,045	70,000	70,000	70,000				0.00	
52121 CONTRACTUAL SVCS JACOBS	108,308	112,000	94,671	117,600	123,480	123,480				5.00	
52132 MARKETING	45,997	24,000	17,373	40,000	40,000	40,000				0.00	
52340 PRINTING	0	0	0	1,000	1,000	1,000				0.00	
52350 TRAVEL EXPENSE	0	2,000	1,824	30,000	15,000	15,000				(50.00)	
52360 DUES & FEES	0	0	0	0	2,000	2,000				0.00	
52370 EDUCATION & TRAINING	0	0	0	0	3,000	3,000				0.00	
53100 OPERATING SUPPLIES	45	2,500	805	2,500	2,500	2,500				0.00	
53130 FOOD	0	0	0	0	6,000	6,000				0.00	
58210 CAPITAL LEASE-PRINCIPAL	0	0	0	0	8,000	8,000				0.00	
07220 TOTAL BUSINESS DEVELOPMENT	154,547	141,500	162,718	261,100	270,980	270,980				3.78	
072 TOTAL BUSINESS DEVELOPMENT	154,547	141,500	162,718	261,100	270,980	270,980				3.78	
073 COMMUNITY & CULTURAL AFFAIRS											
07330 COMMUNITY & CULTURAL AFFAIRS											
52121 CONTRACTUAL SVCS JACOBS	118,154	120,000	103,215	126,000	132,300	132,300				5.00	

	*** Previous Year ***		2019		*** Current Year ***		2020	*** Next Year ***		2021	Pct Inc
	YTD Actual	Budget	YTD Actual	Budget	YTD Actual	Budget	Dept Req	Admin Rcnd	Final		
54240 COMPUTER/SOFTWARE	0	0	0	0	0	0	20,000	.....	.....	0.00
54250 OTHER EQUIPMENT	1,175	2,300	0	40,000	0	40,000	40,000	.....	.....	0.00
08210 TOTAL CODE ENFORCEMENT	911,426	920,500	801,787	1,003,450			1,102,463			9.87	
080 TOTAL CODE ENFORCEMENT	911,426	920,500	801,787	1,003,450			1,102,463			9.87	
090 BUILDING											
09210 BUILDING											
52105 UNIFORMS	802	2,500	599	2,500	599	2,500	3,500	.....	.....	40.00
52120 PROFESSIONAL SERVICES	0	500	0	500	0	500	500	.....	.....	0.00
52121 CONTRACTUAL SVCS JACOBS	886,158	890,000	769,625	934,500	769,625	934,500	981,225	.....	.....	5.00
52135 SOFTWARE/SERVICE CONTRACTS	0	2,500	0	2,500	0	2,500	5,000	.....	.....	100.00
52340 PRINTING	0	2,000	0	2,000	0	2,000	2,000	.....	.....	0.00
52360 DUES & FEES	0	1,000	0	1,000	0	1,000	1,000	.....	.....	0.00
52370 EDUCATION & TRAINING	209	2,000	0	2,000	0	2,000	4,000	.....	.....	100.00
53100 OPERATING SUPPLIES	2,931	3,000	533	3,500	533	3,500	3,500	.....	.....	0.00
53101 POSTAGE	0	0	(505)	0	(505)	0	0	.....	.....	0.00
54240 COMPUTER/SOFTWARE	0	0	0	0	0	0	2,500	.....	.....	0.00
54250 OTHER EQUIPMENT	0	2,500	958	14,000	958	14,000	15,520	.....	.....	10.86
09210 TOTAL BUILDING	890,100	906,000	771,210	962,500			1,018,745			5.84	
090 TOTAL BUILDING	890,100	906,000	771,210	962,500			1,018,745			5.84	
093 OTHER FINANCING USES											
09300 OTHER FINANCING USES											
57200 PAYMENTS TO OTHER AGENCIES	0	0	0	0	0	0	357,600	.....	.....	0.00

	*** Previous Year ***	2019	*** Current Year ***		2020	*** Next Year ***		2021	Pct Inc
	<u>YTD Actual</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>Budget</u>		<u>Dept Req</u>	<u>Admin Rcnd</u>	<u>Final</u>	
61103 TRANSFER TO SPLOST	0	0	0	0		497,500			0.00
61104 TRANSFER TO MUNICIPAL COURT	0	0	0	0		85,700			0.00
09300 TOTAL OTHER FINANCING USES	0	0	0	0		940,800			0.00
093 TOTAL OTHER FINANCING USES	0	0	0	0		940,800			0.00
TOTAL EXPENDITURES	7,950,006	9,014,650	6,563,658	10,349,150		13,493,400			30.38
TOTAL FUND SURPLUS (DEFICIT)	2,238,042	(1,142,750)	(62,395)	88,750		0			(100.00)

Budget Worksheet

STONECREST, CITY OF

275-HOTEL/MOTEL FUND

REVENUES									
031 TAXES									
03140 SELECTIVE SALES AND USE TAX									
31410 HOTEL/MOTEL EXCISE TAX	704,989	0	427,863	600,000		565,000			(5.83)
03140 TOTAL SELECTIVE SALES AND USE TAX	704,989	0	427,863	600,000		565,000			(5.83)
031 TOTAL TAXES	704,989	0	427,863	600,000		565,000			(5.83)
TOTAL REVENUES	704,989	0	427,863	600,000		565,000			(5.83)
EXPENDITURES									
075 HOUSING									
07500 ECONOMIC DEVELOPMENT									
54220 VEHICLES	0	0	8,500	0		0			0.00
57200 PAYMENTS TO OTHER AGENCIES	0	0	0	0		226,000			0.00
61100 TRANSFER TO GENERAL FUND	422,994	0	190,526	360,000		339,000			(5.83)
75400 DISCOVER DEKALB	281,996	0	0	240,000		0			(100.00)

	*** Previous Year ***	2019	*** Current Year *** 2020		*** Next Year *** 2021		Pct Inc
	<u>YTD Actual</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Dept Req</u>	<u>Admin Rcnd</u>		Final
07500 TOTAL ECONOMIC DEVELOPMENT	704,990	0	199,026	600,000	565,000		(5.83)
075 TOTAL HOUSING	704,990	0	199,026	600,000	565,000		(5.83)
<u>TOTAL EXPENDITURES</u>	<u>704,990</u>	<u>0</u>	<u>199,026</u>	<u>600,000</u>	<u>565,000</u>		<u>(5.83)</u>
TOTAL FUND SURPLUS (DEFICIT)	(1)	0	228,837	0	0		0.00

Budget Worksheet

STONECREST, CITY OF

275-HOTEL/MOTEL FUND

<u>REVENUES</u>							
330 SPLOST							
33100 SPLOST							
33710 SPLOST REVENUE	7,639,992	0	4,779,992	6,300,000	6,980,000		10.79
33100 TOTAL SPLOST	7,639,992	0	4,779,992	6,300,000	6,980,000		10.79
330 TOTAL SPLOST	7,639,992	0	4,779,992	6,300,000	6,980,000		10.79
360 INTEREST EARNED							
36100 INTEREST REVENUES							
36100 INTEREST	14,351	0	1,875	20,000	2,800		(86.00)
36100 TOTAL INTEREST REVENUES	14,351	0	1,875	20,000	2,800		(86.00)
360 TOTAL INTEREST EARNED	14,351	0	1,875	20,000	2,800		(86.00)
390 OTHE SOURCES OF REVENUES							
39100 OTHER FINANCING SOURCES							
39101 TRANSFER FROM GENERAL FUND	0	0	0	0	497,500		0.00
39100 TOTAL OTHER FINANCING SOURCES	0	0	0	0	497,500		0.00
390 TOTAL OTHE SOURCES OF REVENUES	0	0	0	0	497,500		0.00
<u>TOTAL REVENUES</u>	<u>7,654,343</u>	<u>0</u>	<u>4,781,867</u>	<u>6,320,000</u>	<u>7,480,300</u>		<u>18.36</u>

	*** Previous Year *** 2019		*** Current Year *** 2020		*** Next Year *** 2021		Pct Inc
	YTD Actual	Budget	YTD Actual	Budget	Dept Req	Admin Rcnd		Final
TOTAL FUND SURPLUS (DEFICIT)	3,472,444	(7,200,000)	1,643,860	0	(3,269,700)		0.00

Budget Worksheet

STONECREST, CITY OF

745-MUNICIPAL COURT

<u>REVENUES</u>							
035	FINES AND FORFEITURES						
03510	FINE AND FORFEITURES						
35100	MUNICIPAL COURT	0	0	0	0	12,400	0.00
03510	TOTAL FINE AND FORFEITURES	0	0	0	0	12,400	0.00
035	TOTAL FINES AND FORFEITURES	0	0	0	0	12,400	0.00
390	OTHE SOURCES OF REVENUES						
39100	OTHER FINANCING SOURCES						
39101	TRANSFER FROM GENERAL FUND	0	0	0	0	85,700	0.00
39100	TOTAL OTHER FINANCING SOURCES	0	0	0	0	85,700	0.00
390	TOTAL OTHE SOURCES OF REVENUES	0	0	0	0	85,700	0.00
TOTAL REVENUES		0	0	0	0	98,100	0.00

EXPENDITURES

050	COURT						
05160	MUNICIPAL COURT						
52120	PROFESSIONAL SERVICES	0	0	0	0	20,000	0.00
52121	CONTRACTUAL SVCS JACOBS	0	0	0	0	27,600	0.00
52135	SOFTWARE/SERVICE CONTRACTS	0	0	0	0	2,000	0.00
52140	SOLICITOR	0	0	0	0	30,000	0.00
52150	PUBLIC DEFENDER	0	0	0	0	1,000	0.00
52160	PROBATION SERVICES	0	0	0	0	2,500	0.00

	*** Previous Year ***		2019		*** Current Year ***		2020	*** Next Year ***		2021	Pct Inc
	<u>YTD Actual</u>		<u>Budget</u>		<u>YTD Actual</u>	<u>Budget</u>	<u>Dept Req</u>	<u>Admin Rcnd</u>	<u>Final</u>		
072 TOTAL BUSINESS DEVELOPMENT	0		0		0	0	100,000				0.00
TOTAL EXPENDITURES	0		0		0	0	100,000				0.00
TOTAL FUND SURPLUS (DEFICIT)	0		0		0	0	0				0.00

Budget Worksheet

STONECREST, CITY OF											
802-STONECREST HOUSING AUTHORITY											
<u>REVENUES</u>											
034 GENERAL GOVERNMENT											
03400 GENERAL GOVERNMENT											
34990 CHARGES FOR SERVICES-OTHER	0		0		0	0	100,000				0.00
03400 TOTAL GENERAL GOVERNMENT	0		0		0	0	100,000				0.00
034 TOTAL GENERAL GOVERNMENT	0		0		0	0	100,000				0.00
TOTAL REVENUES	0		0		0	0	100,000				0.00
<u>EXPENDITURES</u>											
010 ADMINISTRATIVE SERVICE											
05159 GENERAL OPERATIONS											
52120 PROFESSIONAL SERVICES	0		0		0	0	100,000				0.00
05159 TOTAL GENERAL OPERATIONS	0		0		0	0	100,000				0.00
010 TOTAL ADMINISTRATIVE SERVICE	0		0		0	0	100,000				0.00
TOTAL EXPENDITURES	0		0		0	0	100,000				0.00
TOTAL FUND SURPLUS (DEFICIT)	0		0		0	0	0				0.00

Budget Worksheet

	*** Previous Year ***	2019	*** Current Year ***	2020	*** Next Year ***	2021		
	<u>YTD Actual</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Dept Req</u>	<u>Admin Rcnd</u>	<u>Final</u>	<u>Pct Inc</u>
STONECREST, CITY OF								
80-STONECREST CONVENTION & VISITOR'S BUREAU								
REVENUES								
039	OTHER FINANCING SOURCES							
03910	OTHER FINANCING SOURCES							
39120	0	0	0	0	226,000			0.00
03910	0	0	0	0	226,000			0.00
039	0	0	0	0	226,000			0.00
TOTAL REVENUES								
	0	0	0	0	226,000			0.00
EXPENDITURES								
072	BUSINESS DEVELOPMENT							
07220	BUSINESS DEVELOPMENT							
52120	0	0	0	0	75,000			0.00
52122	0	0	0	0	25,000			0.00
52330	0	0	0	0	69,000			0.00
52340	0	0	0	0	10,000			0.00
52350	0	0	0	0	20,000			0.00
52360	0	0	0	0	10,000			0.00
53100	0	0	0	0	5,000			0.00
58210	0	0	0	0	12,000			0.00
07220	0	0	0	0	226,000			0.00
072	0	0	0	0	226,000			0.00
TOTAL EXPENDITURES								
	0	0	0	0	226,000			0.00
TOTAL FUND SURPLUS (DEFICIT)								
	0	0	0	0	0			0.00
REVENUES								
039	OTHER FINANCING SOURCES							

	*** Previous Year ***	2019	*** Current Year *** 2020		*** Next Year *** 2021		Pct Inc
	<u>YTD Actual</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Dept Req</u>	<u>Admin Rcnd</u>		Final
03910 OTHER FINANCING SOURCES							
39101 TRANSFER FROM GENERAL FUND	0	0	0	0	357,600		0.00
03910 TOTAL OTHER FINANCING SOURCES	0	0	0	0	357,600		0.00
039 TOTAL OTHER FINANCING SOURCES	0	0	0	0	357,600		0.00
TOTAL REVENUES	0	0	0	0	357,600		0.00
EXPENDITURES							
093 OTHER FINANCING USES							
09300 OTHER FINANCING USES							
58100 DEBT-PRINCIPAL	0	0	0	0	200,000		0.00
58200 DEBT-INTEREST	0	0	0	0	157,600		0.00
09300 TOTAL OTHER FINANCING USES	0	0	0	0	357,600		0.00
093 TOTAL OTHER FINANCING USES	0	0	0	0	357,600		0.00
TOTAL EXPENDITURES	0	0	0	0	357,600		0.00
TOTAL FUND SURPLUS (DEFICIT)	0	0	0	0	0		0.00



CITY COUNCIL AGENDA ITEM

SUBJECT: Create job descriptions and advertise for Finance Director and Internal Auditor

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: 10-2-2020

Work Session: X

Council Meeting:

SUBMITTED BY: Jazzmin Cobble, George Turner, Rob Turner, Tammy Grimes

PURPOSE: Create job descriptions and advertise for Finance Director and Internal Auditor

HISTORY: Per the city charter, both the finance director and the internal auditor positions are charter positions with council appointments.

FACTS AND ISSUES: Both positions should be filled as they are chartered positions. The current internal auditor prefers not to have his contract renewed and suggests hiring a full-time internal auditor instead.

OPTIONS:

RECOMMENDED ACTION: Create job descriptions and advertise for them both. Each should be contracted directly with the city and not with the current city contractor.



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

VIRTUAL MEETING

October 12, 2020

7:00 p.m.

Citizen Access: URL

- 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 September 28, 2020 City Council Meeting Minutes
- VII. PRESENTATIONS:**
 - a. Stonecrest Police Feasibility Study
- VIII. APPOINTMENTS:**
 - a. N/A
- IX. PUBLIC COMMENTS**

(this meeting will be conducted virtually, the public comments received via email in advance of the meeting will be read into the minutes by the City Clerk)
- X. PUBLIC HEARINGS:**

(since this meeting will be conducted virtually, only those public hearing comments received via email in advance of the meeting will be read by the City Clerk)

XI. OLD BUSINESS:

- a. Approve **Special Land Use Permit (SLUP-20-003) application / 7101 Covington Hwy** - Convenience Store with accessory fuel pumps and restaurant with a drive-thru
- b. Approve **Georgia Outdoor Stewardship Program** Resolution

XII. NEW BUSINESS:

- a. Executed Contracts
 - i. Sean de Palma- Parks and Recreation Consultant
 - ii. Brenda Cornelius- External Liaison Consultant
- b. Contract with an external auditing firm to conduct a comprehensive audit of the government purchasing/credit cards

XIII. EXECUTIVE SESSION:

*(when an executive session is required, one will be called for the following issues:
1) Personnel, 2) Litigation, 3) Real Estate)*

XIV. CITY MANAGER COMMENTS

XV. CITY ATTORNEY COMMENTS

XVI. MAYOR AND COUNCIL COMMENTS

XVII. ADJOURNMENT

Americans with Disabilities Act

The City of Stonecrest does not discriminate on the basis of disability in its programs, services, activities and employment practices.

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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

VIRTUAL MEETING

September 28, 2020

7:00 p.m.

Citizen Access: URL

- I. **CALL TO ORDER:** Mayor Jason Lary
- II. **ROLL CALL:** Megan Reid, City Clerk
- III. **INVOCATION-** Council Member Rob Turner led the invocation.
- IV. **PLEDGE OF ALLEGIANCE**
- V. **APPROVAL OF THE COUNCIL AGENDA**

Motion 1 – made by Council Member Rob Turner to approve the agenda with removal of Item C. Zoning Ordinance Revision Update under presentations and adding Item C. Discussion of Public Input during Public Hearings on Zoom under New Business and was seconded by Council Member Jazzmin Cobble.

Motion passed unanimously.

VI. **MINUTES:**

- a. Approval of Council Meeting Minutes September 14, 2020

Motion 2 – made by Council Member Rob Turner to approve the September 14, 2020 Council Meeting Minutes. Seconded by Council Member Tammy Grimes.

Motion passed unanimously.

VII. PRESENTATIONS:

- a. **October is National Code Compliance Month**

Code Enforcement Director Alejandro Ferrell gave a presentation on National Code Compliance Month

- b. **Georgia Rock the Vote – October 24, 2020**

Chief of Staff Iris Settle let everyone know about an upcoming event to promote Voter Registration and the General Election.

VIII. APPOINTMENTS OR PERSONNEL:

None.

IX. PUBLIC COMMENTS

(this meeting will be conducted virtually, the public comments received via email in advance of the meeting will be read into the minutes by the City Clerk)

--

Concerned CitizensInGa stopmetrogreen@yahoo.com

Good evening,

This is just a reminder that South Dekalb residents are still watching what is happening, or NOT happening, with Stonecrest and Metro Green. Please do not think we are going away. We also would like to see some type of update in your meetings. We understand that there is ongoing litigation. However, there could still be some type of update provided to the community especially since you all refused to place a Stop Work Order on that site.

Please be advised we are not taking our eyes, or our voices, off of this toxic dump site on Miller Road. We will continue to hold every one of you accountable if you are not ACTIVELY fighting against Metro Green Recycling. We have not forgotten.

Thank you,

Concerned Citizens in South Dekalb

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Sent from Mail for Windows 10

--

Alexis Morris alexismorris1972@gmail.com

Good afternoon!

This letter comes with continued disappointment in our Government's leadership. Once again, there are items on the agenda which affect the community that has not been shared nor discussed with the citizens. I understand that the city has contracted with the Collaborative Firm to revise the city ordinances. This is taking place without any input from the citizens. There has been no town-hall meetings, surveys, calls, or post to find out what ordinances need to be revised. As it stands at present, the council and mayor need to be replaced as they have shown a reckless disregard for the citizen's health and well-being. So how dare you attempt to move forward with revising ordinances when some of you don't even know what is in the City's Charter? The Charter needs to be revised before we can move forward with any ordinance changes.

There are several issues that are still on the table. To date, Stonecrest Governing Board refuses to address or update the citizens about the City's position regarding Metro Green Recycling Plant. So until we resolve the current issues, the entire council familiarize themselves with the charter, and Jason Lary is removed from being Mayor, I strongly oppose any revisions to any ordinances.

I can be reached at 404-670-3184 if any of you care to discuss this matter further. I am open to a candid and healthy conversation in the pursuit of what is in the best interest of the citizens of Stonecrest.

Concerned Resident
Alexis B. Morris

--

Dave Marcus dmarcus123@gmail.com

Good evening Mr. Mayor and council members. Ms. Cobble, it is especially nice to see you where you belong tonight.

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My comment is about Stonecrest 2020 Paving Project - Phase 2

My understanding is that you are being asked to vote on whether to increase the amount of an existing contract by slightly more than two million dollars. I am not qualified to judge whether this is legally proper or not and will leave that to lawyers in the room. But please keep in mind that it seems that different lawyers have voiced different opinions about this and--if another vendor sues--what will it cost the city in legal fees? And in reputation? Developers lurk everywhere and they judge the attractiveness of the city by many things. Now that we are over the recent unpleasant attempt to remove Ms. Cobble from her seat, perhaps having a goal of 12 months without an embarrassing lawsuit might be a good idea.

What I do want to ask is that you take these things four things into consideration as you are deciding:

1. The prices of asphalt goes up and down. We are at the end of the paving season. If it is lower than it was when the original contract was signed, does that mean we could get a better deal from another company?
2. Will your vote remove an opportunity to work with other vendors? For instance, there is a gentleman who is trying to start an asphalt and paving operation in Stonecrest. If he had succeeded in getting approval for the first location he wanted, a vote to no-bid this two million would be a vote to exclude him - a local, minority-owned company.
3. Will your vote imply that next spring the contract with Snell should again be increased? If it is worth doing now, and is legal, what prevents you from doing it again and again?
4. Is this an emergency? Are these all extremely poor roads that really need the work? I drove over two of them this week and they did not seem like really bad situations. But others may be much much worse.

So in your vote, please balance the need to fix really bad roads with shutting out other vendors; with having the squeaky-clean appearance that we need but don't quite have; and whether we will get the best deal. I am not sure there is a clear-cut answer.

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And, after you vote, please ask the question, “Why are you put in the position of making this choice?”. Was it that the two million dollars just appeared? Was it that no one told you that the money would be available when the fixed-price contract was signed earlier in the year? I would have thought that phase II contracting would have been started as soon as the phase 1 contract was signed. There might be some good reasons that you are being forced at this late date to figure out the best choice. But if the city knew earlier that not all the budgeted money was going to be spent in round one, why didn’t the administration start round two early enough to allow for a competitive process? That is the appearance that people may complain about.

Thank you.

--

Pyper Green greenpyper@yahoo.com

To the Mayor & Council:

Once again we are concerned about the activities of this administration. We are concerned with the Zoning Code update. The Metro Green disaster, created by this group, should lead you to involve the citizens before you all do anything. The citizens are the ones suffering because of the lack of REAL Zoning regulations in Stonecrest. Please allow the public to have major input prior to implementing any type of Zoning changes. Please remember your job is to PROTECT and ENHANCE the community. Metro Green shows that serious Zoning ordinances need to be in place to protect the community against toxic businesses. Citizens deserve to receive actual notifications of any businesses coming to our area & not signs put up on a desolate back road like you allowed with Metro Green. We need Stonecrest to NOT bypass Dekalb County’s waste management plan like you did with Metro Green. We need Stonecrest officials to realize this is not a dictatorship, but a democracy FOR the people. We need you to LISTEN to the community. We need you to INFORM the community as well. Had Council members actually provided real updates to the community, Metro Green would not be building in our backyards.

We want real Zoning ordinances put in place that will never allow a Baldwin Asphalt to operate. We want Zoning ordinances that will never allow a Metro Green to be built in the backyards of taxpaying VOTERS. We want Zoning ordinances that protect our community, and not make South Dekalb an industrial wasteland. We want Zoning that will allow for green space and not more warehouses.

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Do better for South Dekalb.

Pyper Bunch

Sent from Mail for Windows 10

--

Zay zay1071@yahoo.com

My name is Xavier bolton, I'm a resident of miller woods subdivision. We would all of the council members to do all that they can to help us in this fight to stop metro green recycling. We as a community would also like to know what the council discovered in there investigation into permits for metro green. Lastly, I hope these revisions of ordnance's does not allow more companies like metro green to enter our community. Elected officials please do what is right for our community and it's residents.

Sent from my iPhone

--

Elaine Berry rosiebee11@yahoo.com

Mayor Lary,

I understand the city has contracted with the Collaborative Firm to revise the the city ordinances. There has been no collaboration with the citizens of Stonecrest. What ordinances are you going to revise? Will you allow more polluting industries in the residential areas of Stonecrest and unincorporated Dekalb county? Or perhaps more gas stations? Why haven't the citizens seen the revisions? PLEASE DON'T make the city of STONECREST another Flint, Michigan. We care about our community and deserve much better.

Concern Citizen of Stonecrest,

Elaine McCants

--

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Renee Cail disoni7@yahoo.com

Good Evening Mayor Jason Lary:

It would be great if you would begin advocating more for the residents of Stonecrest, GA. How can you in good faith allow a Collaborative Firm to revise our zoning ordinances without notifying the citizens? What meetings have they initiated with the community? What codes will be revised? As we read the current ordinances it seems as many of them favor industries, large corporations, and landowners who do not reside here nor have they one concern those about those who pay taxes here, reside here and support the businesses here.

We are exhausted with hush, hush attitude of your administration. Who or what gives you the right to chart our destiny? Are there any areas that have been targeted as Opportunity Zones? If so, why weren't we informed? Did anyone inform the city council members? Oftentimes, they don't seem to have been informed of critical matters or they have been given information without adequate notice to review the documents.

We are inundated with SLUP requests, applications for housing in areas that currently have the zoning they need, we have industries trying to move in residential areas which are beautiful, peaceful and thriving, more unwanted gas stations (incidentally electric cars are sustainable and new energy) not to mention unwanted CELL towers in residential areas. Last but not least a recycling center being constructed in an established neighborhood. Really????

The major corporations nationally and globally only come here to get richer. Trammell Crow??? Have you noticed the tax incentives they will get for building the Home Depot Warehouse in our predominantly African American Community? Its cheaper for them to come here!!!!!!

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We tried to meet with you early this year to develop a strong community engagement component to no avail. We are still open to creating a healthy dialogue with our city officials.

Sincerely,

Renee Cail
Citizens for a Healthy and Safe Environment CHASE)

X. PUBLIC HEARINGS:

- a. SLUP-20-002 (6623 Housworth Lane) - to operate a childcare home up to five children

Motion 3- was made by Mayor Jason Lary to open the Public Hearing for SLUP-20-002 (6623 Housworth Lane) - to operate a childcare home up to five children and was seconded by Council Member Rob Turner.

Motion passed unanimously.

Presentation by Applicant.

Motion 4- was made by Council Member Rob Turner to close the Public Hearing and was seconded by Council Member George Turner.

Motion passed unanimously.

- b. SLUP-20-003 (7101 Covington Hwy) - to operate a convenience store with accessory fuel pumps and restaurant with a drive-thru

Motion 5- was made by Council Member Rob Turner to open the public hearing for SLUP-20-003 (7101 Covington Hwy) - to operate a convenience store with accessory fuel pumps and restaurant with a drive-thru and was seconded by Council Member George Turner.

Motion passed unanimously.

Presentation by Applicant.

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Motion 6- was made by Council Member George Turner and was seconded by Council Member Tammy Grimes.

Motion passed unanimously.

XI. OLD BUSINESS:

a. Adopt **Parks & Recreation Master Plan**

Presented by Lisa Wolff

Motion 7- was made by Council Member Tammy Grimes to adopt the Parks & Recreation Master Plan and was seconded by Council Member Rob Turner.

Motion passed unanimously.

b. Approve **COVID-19 Relief Funding Plan Resolution**

Motion 8- was made by Council Member Rob Turner to defer the decision until Thursday, October 1, 2020 and was seconded by Council Member Tammy Grimes.

Motion was withdrawn by Council Member Rob Turner after much discussion.

Motion 9- was made by Council Member Rob Turner to approve the Covid-19 Relief Funding Plan Resolution with changes to adding “or designee” to be added to the last paragraph after City Manager and was seconded by Council Member Jazzmin Cobble.

Motion passed 5-0 with Mayor Lary absent.

c. Approve **Stonecrest 2020 Paving Project- Phase 2**

Motion 10- was made by Council Member Jazzmin Cobble to deny the Stonecrest 2020 Paving Project- Phase 2 and was seconded by Council Member Tammy Grimes.

Motion passed 4-1 with Council Member Jimmy Clanton voting nay and Mayor Lary was absent.

XII. NEW BUSINESS:

a. Approve **SLUP-20-002** (6623 Housworth Lane) - to operate a childcare home up to five children

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Motion 11- was made by Council Member Tammy Grimes to approve SLUP-20-002 (6623 Housworth Lane) - to operate a childcare home up to five children and was seconded by Council Member Rob Turner.

Motion passed 5-0 with Mayor Lary absent.

- b. Approve **SLUP-20-003** (7101 Covington Hwy) - to operate a convenience store with accessory fuel pumps and restaurant with a drive-thru

Motion 12- was made by Council Member Rob Turner to defer the decision until October 12, 2020 of SLUP-20-003 with accessory fuel pumps and was seconded by Council Member Tammy Grimes.

Motion passed 5-0 with Mayor Lary absent.

Motion 13- was made by Council Member Rob Turner to defer the decision until October 12, 2020 of SLUP-20-003 to operate a restaurant with a drive-thru and was seconded by Council Member Tammy Grimes.

Motion passed 5-0 with Mayor Lary absent.

- c. Discussion of Public Input during Public Hearings on Zoom

Council Member George Turner would like to investigate Public Hearing processes on Zoom.

XIII. EXECUTIVE SESSION

None.

*(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

Deputy City Manager Plez Joyner- Get out and Vote!

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City Clerk Megan Reid- None

XV. CITY ATTORNEY COMMENTS

None

XVI. MAYOR AND COUNCIL COMMENTS

Council Member Jimmy Clanton/District 1 – Get out and vote and complete your Census!

Council Member Rob Turner/District 2 –Please be careful, wear masks and stay safe. Get out and vote and complete your Census!

Council Member Jazzmin Cobble/District 3 – Please be careful, wear masks and stay safe. Get out and vote and complete your Census! Thanked everyone for their support.

Council Member Tammy Grimes/District 5 – Reiterated everyone sentiments. Also said to remember to say Brionna Taylor’s name!

Council Member George Turner/District 4 - Remember the Census and get those who are unaccounted for to complete the Census! Keep the Mayor in your prayers he left the meeting early due to an illness.

XVII. ADJOURNMENT

Motion 15 – made by Council Member Rob Turner to adjourn the City Council Meeting. Seconded by Council Member Tammy Grimes.

Motion passed unanimously.

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**Carl Vinson
Institute of Government
UNIVERSITY OF GEORGIA**



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Executive Summary

In the spring of 2020, the City of Stonecrest engaged the University of Georgia's Carl Vinson Institute of Government to explore the issues, challenges, and potential benefits and costs of the city providing police service in-house. These services are currently being provided by the DeKalb County Police Department (DCPD) through provisions set out in the DeKalb County Service Delivery Strategy Agreement and state legislation.

Institute of Government researchers collected and analyzed data in order to estimate the following:

- Number of sworn officers currently serving the city (by DeKalb County) and the number needed to serve the city if it were to establish its own police department (estimated using a population-based workload assessment and a time-on-task workload assessment)
- Operational costs per officer and total departmental operational costs
- Startup capital costs per officer and total department startup costs
- Facilities needed and total facilities costs
- Direct and implied City of Stonecrest contributions for police services currently being delivered by DeKalb County
- Net revenue surplus that could be generated by the Stonecrest Municipal Court if a police force sends traffic violations cases to the Stonecrest Municipal Court as opposed to the DeKalb County Traffic Court

Based on these data points and an analysis of the current workload of the DCPD in the Stonecrest service area, the research team estimated a range of costs for establishing a new police department.

To derive a midrange cost estimate, the research team used weighted measures of the resources needed to address different types of police service calls as well as service call data and a detailed analysis of the DCPD expenditures by different service units (e.g., uniform, criminal investigations, and special operations).

To produce low-end and high-end cost estimates, the research team used a "build-a-budget" approach based on estimates of the number of sworn officers Stonecrest would need as well as the annual cost per officer. The research team examined several staffing need estimates and combined these with three cost-per-officer estimates based on expenditure data on the DeKalb County, City of Brookhaven, and City of Dunwoody police departments. These base cost estimates were department-specific; that is, they did not include general fund administrative costs, startup cost, replacement capital costs, or facilities costs.

For the final estimates, the research team estimated startup costs, replacement capital costs, and facilities costs based on the low-end and high-end estimates of the number of needed officers for these scenarios. The team also estimated facilities costs.

For the low-end cost estimate, the research team used the International Association of Chiefs of Police staffing method to estimate the number of officers needed to provide adequate response to service calls. This staffing estimate was combined with a cost per officer based on an adjusted cost per officer in the DCPD.

For the high-end cost estimate, the number of officers needed was calculated based on the estimate of the percentage of the DCPD uniform division workload that was found to be attributed to responding to calls for service in the Stonecrest area. This staffing estimate was combined with a cost per officer in the Dunwoody Police Department.

Table 1. Range of Total Annual Departmental Cost Estimates

Low-End Cost Estimate	\$7,938,855
Mid-Range Cost Estimate	\$11,459,145
High-End Cost Estimate	\$15,400,874

The research team also estimated the amount of net new revenue that a Stonecrest Municipal/Traffic Court could generate.

Table 2. Stonecrest Traffic Court Net Revenue

Estimated Revenue	\$872,837
Estimated Expenses	\$557,219
Net Revenue from Municipal Court	\$315,618

Finally, Institute of Government researchers estimated the real property tax millage rate that would need to be levied to generate the additional revenue needed to support the range of service delivery options and costs. This analysis represents the impact on taxpayers of providing a municipal police force. Note that the city may choose to generate the needed revenue in any number of ways, so the millage rates identified are for illustration purposes only. For example, if the insurance premiums tax funds collected by the city are used to support police services, the property tax revenue needed would decrease accordingly. Given the total cost of a police department, however, the city would likely need to levy a property tax of some amount.

Table 3. Millage Rate Needed to Generate the Revenue to Support a Stonecrest Police Department

City Millage Rate Needed	
Low Cost Additional Revenue Need	4.92
Middle Cost Additional Revenue Need	7.191
High Cost Additional Revenue Need	9.735

If the city chose to withdraw from the county special police services district, the special district millage rate of 4.775 would no longer be levied. The city could impose a property tax to fund the department. Keep in mind that in DeKalb County, although the county millage rate and a municipal millage rate operate in the same way, they can generate different amounts of revenue when levied on the same property. This is due to residential homestead tax exemptions that only apply to county property taxes. Thus, the municipal millage rates above would generate more revenue than equivalent county rates imposed in the same area. If the insurance premiums tax funds collected by the city are used to support police services, the property tax revenue needed would decrease accordingly.

A Stonecrest police force may not be as large or provide the same specialized services and skills as the DCPD force currently servicing the city. Such a force would likely require more revenue than if the city goes with the low-cost service option.

In recent years, new cities that have established their own municipal police departments in DeKalb County (e.g., Brookhaven and particularly Dunwoody) tend to spend more liberally on their respective forces than has DeKalb County. The higher cost-per-officer figures for these cities suggests they have recruited and hired more experienced officers to establish and maintain a high-quality police force. The entrance of the City of Stonecrest into the already tight market for experienced police officers would likely be a challenge.

Finally, the report identifies a number of benefits of providing police services in-house.

Background

In the spring of 2020, the City of Stonecrest engaged with the University of Georgia’s Carl Vinson Institute of Government to explore the issues, challenges, and potential benefits and costs of the city providing police service in-house. This report explores current trends, standards, and best-practices associated with planning for and establishing a local government policing service provision. This research examines the characteristics of the policing services

currently provided by DeKalb County as well as the costs associated with establishing a police department within the jurisdiction of the City of Stonecrest. Specifically, this research involved

- analyzing the nature of service arrangements with DeKalb County for law enforcement,
- identifying an appropriate size for a City of Stonecrest police department based on an approximated level of service and current provision by DeKalb County Police Department (DCPD), and
- calculating the costs associated with providing a police force of the size estimated.

When the City of Stonecrest was incorporated in November 2016, it chose not to establish its own police department. Legislative provisions enable the city to have police services provided by the DeKalb County, specifically by the DCPD. These provisions (outlined in local legislation creating special service and tax districts within DeKalb County) set forth two types of police services: basic and non-basic.¹ Basic services include the uniform division, traffic units, park patrol, and criminal and crime scene investigations. Non-basic services include SWAT, K-9, bomb squad, gang and drug task forces, and emergency management. Cities in DeKalb County can choose to receive basic, non-basic, or both types of services. Currently, the City of Stonecrest receives both basic and non-basic services from the DCPD.

The DeKalb special district legislation also established special service districts for all the cities in DeKalb and for the unincorporated area and defined how a millage rate would be set in each special service district to pay for police services provided by DeKalb County. Finally, the special district legislation allows municipalities to decline any of the defined services and to have its millage rate adjusted in accordance.

This report estimates the value of the current provision of police services by the DCPD and explores the costs associated with establishing a Stonecrest police department.

Approach to the Study

The Institute of Government research team used the following research methods to investigate current and ideal departmental organization and operations:

- Stakeholder interviews with City of Stonecrest personnel, DeKalb County Police Department command staff, DeKalb County E911 personnel, and additional subject matter experts
- Identification of the characteristics of comparable units of government to be used for benchmarking capital and operational needs for local government policing services

¹ See House Bill 1508, adopted by the Georgia General Assembly in 2010.

- Standardized examples based on best practices and standards from the International City/County Management Association and International Association of Chiefs of Police
- Reviews of professional and academic literature illustrating specific methods of calculating operational and capital needs associated with establishing local government-based policing services

Because each local government has a distinct culture, governing environment, and orientation of service and strategic priorities, no one-size-fits-all approach for planning, organizing, and developing services can be used.² Therefore, this report identifies several best practices and principles that Stonecrest leaders can consider when making decisions regarding operational investment, organizational schematics, and operations for the establishment of policing services. Estimations of optimal department size and related costs are provided.

PRELIMINARY CONSIDERATIONS

Level of Service

Currently, the City of Stonecrest receives both basic and non-basic police services from DeKalb County. Some of these non-basic services may not be necessary for the City of Stonecrest to deliver the style and level of police services desired by residents.

Capital and Operational Expenditures

With DeKalb County providing policing services, the City of Stonecrest is currently not financially responsible for managing human resources, risk management (liability), purchasing, fleet management, and other similar operational areas. Thus, these factors are included in the analysis.

E911 Operations

The research team assumed that if Stonecrest were to establish a municipal police force, the current operational interaction with the DeKalb County E911 center would continue. Based on discussions with the E911 director, an additional dedicated E911 operator would be needed. The Stonecrest police department would continue to have access to the recording system, computer-aided dispatch system, radio network, E911 personnel, the Georgia Crime Information Center, and the other services provided by the DeKalb County E911 center.

Risk Management

The establishment of a Stonecrest police department would also entail some additional risk management services. The Institute research team considered the liability associated with the addition of employees responsible for carrying and using service weapons, the potential for these employees to become injured (workers' compensation), the operation of city-owned motor

² Gregory Streib. 2003. Applying decision-making in local government. In Douglas Watson and Wendy Hassett (Eds.), *Local Government Management: Current Issues and Best Practices* (pp. 322–333). Armonk, NY: American Society for Public Administration.

vehicles, legal actions associated with violation of rights, property damage, prisoner transfers, and accidents.

Importance of Staffing Levels

Objective methods of establishing, organizing, and managing policing operations are designed to maximize police efficiencies and effectiveness. The key is to match resources to needs so that the jurisdiction neither expends too little nor too much on police services.

Because policing is a highly labor-intensive activity, the management of policing resources tends to focus on appropriate staffing levels. This analysis centers on the traditional method of policing that employs standard patrol units, response to calls, and the more commonly accepted measurements of performance.

Note that other models of service provision such as problem-oriented policing or community policing may require different staffing levels. These policing models use different benchmarks to assess overall performance and can also vary with regard to needed capital expenditures, such as for vehicles and facilities. This study does not attempt to cost out policing services under these alternative models.

Estimating the Costs of a Municipal Police Department

The Institute of Government research team used two methods to estimate the cost of operating a police force in the City of Stonecrest: one based on a share of the DCPD workload, and another based on a cost per officer needed.

The first method focuses on the share of DCPD resources that are consumed in the Stonecrest area. Specifically, the research team calculated current total expenditures being made by the DCPD in the Stonecrest area. The researchers used service call data to estimate the share of the DCPD workload in this area.

The second method uses some of the same underlying service call data. Instead of directly allocating DCPD expenditures, for this method the research team first estimated the number of sworn officers needed in the Stonecrest service area and then calculated a cost per officer to arrive at a total cost estimate. Because this method begins with an estimate of the number of officers needed and then applies this officer count to a variety of cost-per-officer metrics, it requires a build-a-budget approach.

Estimating the cost of establishing and operating a proposed Stonecrest Police Department using this approach involves the following steps:

- Estimating the number of sworn officers needed to serve the city

- The Institute research team relied primarily on the workload method originally set forth by the International Association of Chiefs of Police. The key data needed for this method are E911 calls for law enforcement services.
- Estimating the operational costs per officer and total department operational costs
- Estimating startup capital costs per officer and total department startup costs
- Estimating facilities needs per employee and total facilities costs

METHOD 1: SHARE OF THE DCPD WORKLOAD AND COST

DeKalb County 911 supplied nine months of geocoded service call data for this analysis. These data were then extrapolated to 12 months to arrive at an estimate of annual service call counts. DeKalb County also supplied the actual amount of time spent by patrol officers on service calls.

Note that the workload approach is designed to identify the number of officers needed to provide patrol services only. For other staffing needs, such as for administration, criminal investigations, internal affairs, evidence management, training, and crime scene investigation, the Institute research team used a range of proportions of patrol staffing to estimate the number of support staff needed.

Tasks and Assumptions of the Share of the DCPD Workload Method

To identify the share of the DCPD workload that occurred in the Stonecrest area, Institute researchers examined both service requests and caseload data. (Note that a small percentage of these data did not include sufficient location information to allow for an allocation of the workload share to specific areas.)

In preparation for the workload analysis, the research team

- collected both service call and case/activity data from the DCPD/E911,
- worked with the DCPD to identify an appropriate way to translate case/service call data into meaningful workload measures,
- identified approximately 90 service call codes that tend to be associated with more serious incidents, and
- had DCPD division managers rate each of these codes/call types for the amount of resources each would likely require. From this rating process the more serious calls were assigned weights for use in an assessment of the police service workload.

Service Calls/Incidents and Resource Demands Analysis Assumptions

When analyzing service calls and associated resource demands, Institute of Government researchers made the following assumptions:

- The workload and resource demand on the Uniform Division generally reflect the distribution of service calls among the various service jurisdictions.

- The workload and resource demand on the Criminal Investigations Division and the Crime Scene and Intelligence Units generally reflect the distribution of more serious incidents or service calls.
- The workload and resource demand on the special service units generally reflect the distribution of incidents.
- Because the Uniform Division is responsible for investigation of property crimes, some portion of the workload and resource demands on this division are reflected in the distribution of more serious incidents or service calls.
- The workload and resource demand on all other units of the DCPD (administration, support, training and recruiting, permits, and records) reflect the workload and resource demands placed on the direct services divisions, i.e., Uniform, CID, and special services units, in proportion to the expenditures made by these units.

Identifying the Workload of the Criminal Investigations Division and Associated Units

The allocation of the workload of criminal investigations is based on the distribution of the weighted serious service calls to the areas of interest. While the CID includes some special service units such as Narcotics, Gangs, and a K-9 unit, the geographical information about the location of these units' services was not detailed enough to allow the research team to allocate specific services, events, or activities to specific jurisdictions, such as Stonecrest. Consequently, these activities are considered part of the overall workload of the CID and are allocated to Stonecrest based on the distribution of service calls weighted for their level of seriousness.

Identifying the Workload of the Uniform Division

Because the Uniform Division performs some criminal investigations, its workload would best be measured through a combination of the overall number of service call requests and the number of more serious calls for service, which would likely demand the services of a criminal investigator.³ The research team assumed that the workload weight for general service calls versus more serious service calls would generally track the distribution of general uniform officers to officers and staff assigned to criminal investigations. According to the DCPD, the Uniform Division has a total of 349 officers, 38 of which are detectives. These numbers do not include supervisors. The division has four investigative aides (one for each precinct investigative unit). Based on these figures, the criminal investigations workload represents approximately 12% of the total workload for the Uniform Division. Based on this estimate, the

³ The precincts investigate all robbery events, including pedestrian, residential, and commercial types. Precinct detectives also investigate all burglary events, commercial, residential or other. Precinct detectives are assigned a variety of additional cases. Precinct detectives are assigned entering auto, felony shoplifting, all elder abuse cases involving theft/fraud, felony theft, identity theft (suspect known or alleged), forgery/fraud, trailer theft, auto theft if the vehicle was taken by deception or conversion, vehicle thefts involving motors less than 49cc, located or found property, felony criminal damage, misdemeanor criminal damage if the suspect is known, and domestic events if property is damaged.

Institute research team established a weight of 7.3 for general service calls and a weight of 1 for more serious service calls.

Identifying the Workload of the Special Units

The Special Operations Division includes a Bomb Unit, an SO-K9 Unit, a SWAT Unit, and an Aerial Unit. DCPD data show the locations of the services, events, and activities of these units. To the degree possible, Institute of Government researchers geocoded these services, events, and activities and determined how many fell within the Stonecrest area, with a couple of adjustments necessary. First, because some of resources used by the Aerial Unit come from the general fund, these costs were added to the Aerial Unit expenditures and subtracted from the general fund reimbursement amount. Second, the Bomb Unit's services were primarily provided to either the City of Atlanta (to sweep the Mercedes-Benz Stadium) or to DeKalb County in its general countywide governance capacity (to sweep the locations where the DeKalb Board of Commissioners met); thus, the research team decided to treat the Bomb Unit services as a general support service.

Based on these assumptions, the research team allocated shares of the key police services expenditures to the Stonecrest service area under two conditions:

1. The provision of the full set of services that the DCPD currently provides to the Stonecrest area
2. The provision of a basic set of services that excludes the following service units: ⁴ Bomb, SWAT, Aerial within Special Operations, K-9, Aerial outside of Special Operations, and Homeland Security

Estimate of Full-Service Stonecrest Police Service Expenditures

Table 4 shows the shares of the DCPD police service units' workload allocated to the Stonecrest area.⁵

⁴ Note that the division of the full set of services and that of a basic set of services outlined in this analysis differs in part from the delineation of basic and non-basic services set out in the special district legislation. This is the case for a couple of reasons: (1) the expenditure data available did not allow for a clear allocation of basic and non-basic, and (2) some of the service units included in what at face value appears to be a non-basic service within the existing budget documents (e.g., certain traffic enforcement services and permit issuance) would likely be essential to a City of Stonecrest police department.

⁵ Note that in this analysis, both the Bomb Unit and Homeland Security are included as part of the support expenditures for the direct police service units. As such, a share of these support expenditures is allocated to the direct service units in proportion to direct service unit expenditures.

Table 4. Estimated Percentage of DCPD Resources Stonecrest Utilizes

Uniform Services	SWAT	K-9	Aerial	Criminal Investigations, Crime Scene, Intelligence
12.98%	3.64%	12.41%	13.57%	14.00%

Table 5 presents expenditure estimates for the provision of police services in the Stonecrest area. These estimates were generated by applying the percentages in Table 4 to both the direct and indirect expenditures (according to the assumptions discussed above).

Table 5. Stonecrest Police Services Expenditure Estimates

Type of Expenditure	Amount
Criminal Investigations, Crime Scene, Intelligence	\$2,683,336
Uniform Division	\$9,916,660
Special Operation Units	\$579,686
SWAT	\$99,596
K-9	\$185,447
Aerial	\$294,643
Grand Total	\$13,179,682

Estimate of Basic Stonecrest Police Service Expenditures

Table 6 shows that with a more limited set of services, Stonecrest would be able to operate a police department with expenditures of nearly \$800,000 less than in the case of full-service police operations.

Table 6. Stonecrest Basic Police Services Expenditure Estimates

Type of Expenditure	Amount
Criminal Investigations, Crime Scene, Intelligence	\$2,643,134
Uniform Division	\$9,768,088
Total	\$12,411,222

METHOD 2: BUILT BUDGETS: COST PER OFFICER METHODS

The analysis in the previous section used DCPD expenditure data, which includes all costs (except facility costs), to estimate the full cost of operating a police department designed to service the City of Stonecrest. The analysis in this section takes a build-a-budget approach, starting with estimates of the number of police officers needed and applying various cost estimates per officer. Note that these estimates are for police operations only and do not include

general fund administrative costs and capital costs. The analysis encompasses costs estimates from other jurisdictions in DeKalb County as well as revisiting the DCPD expenditures after adjusting for administrative costs and capital costs.

The following methods were used to estimate the number of police officers needed to serve the Stonecrest area:

- Officer need estimate made by applying the International Association of Chiefs of Police (IACP) staffing methodology to service call data
- Officer need based on Stonecrest's share of the DCPD service area population applied to the DCPD's full-service officer count
- Officer need based on Stonecrest's share of the DCPD service area population applied to the DCPD's basic-service officer count
- Officer need based on Stonecrest's share of the DCPD Uniform Division's resources applied to the DCPD's full-service officer count
- Officer need based on Stonecrest's share of the DCPD Uniform Division's resources applied to the DCPD's basic-service officer count

International Association of Chiefs of Police Staffing Methodology

According to studies conducted by the IACP, one-third of an officer's time should be spent handling calls for service, one-third on preventative patrol, and the final third on planning, reporting, investigation, administration, and court time needed to have an effective and efficient force. In addition to responding to calls for service, the methodology also accounts for the time required for arresting and booking suspects, with greater weight given to arrests for more serious crimes.

According to the IACP, officers spend an average of 45 minutes (or .75 hours) per call. Based on the DeKalb County E911 data, the average officer time spent per call in the Stonecrest area was 37 minutes, which is comparable to the 45-minute IACP average. Nevertheless, as with all 911 call statistics, the accuracy of reported data and the actual time that officers spend responding to service calls or service needs is uncertain. Consequently, the Institute team used three approaches to address potential anomalies in the service call data: The analysis in Table 7 uses the reported time spent on calls in the Stonecrest area to estimate the need for officers. Table 8 uses the IACP estimated average time on service calls and the reported number of service calls to estimate the need for officers. Table 9 uses the average reported service call need among Stonecrest residents (i.e., 1 call per capita) combined with the IACP estimated average time on service calls to estimate the need for officers.

A total of 2,920 hours is required to staff one basic one-officer patrol unit for one year (8 hours a day × 365 days). Because no one works every day, a relief factor is used to account for days an officer would be unavailable due to things such as days off, sick days, vacation, training, and

court days. The analyses in Tables 7–9 use a relief factor of 1.84, which is based on a review of average police department personnel benefits conducted by the IACP.

Finally, the estimates are adjusted to include law enforcement officers in supervisory roles as well as administrators, crime analysts, and criminal investigators.

Table 7. Service Call Reported Time Analysis: Estimate Based on Reported Time Spent on Calls in the Stonecrest Area

Annual Calls	38,989
Time Spent on Calls in Hours	24,044
Divided by 2,920 to Convert to Officers	8.23
Multiplied by 3 to Account for Administration and Other Tasks	24.7
Multiplied by 1.84 to Account for Days Off	45.5
Inflated by 10% for Supervisors	50.0
Inflated by 15% for Administration & Investigations	57.5

Table 8. Service Call Analysis: Estimate Based on the Number of Calls x National Average of Time Spent per Call

Annual Calls	38,989
Estimated Time Spent on Service Calls in Hours @ 45 Minutes per Call	29,242
Divided by 2,920 to Convert to Officers	10.01
Multiplied by 3 to Account for Administration and Other Tasks	30.0
Multiplied by 1.84 to Account for Days Off, etc.	55.3
Inflated by 10% for Supervisors	60.8
Inflated by 15% for Administration & Investigations	69.9

Table 9. Average Calls Per Resident Analysis

	Analysis Assuming 1 Call Per Resident with 50,190 Residents
Estimated Annual Calls	50,190
Multiplied by .75 of an Hour	37,643
Multiplied by 3 to Account for 1/3 of Time Spent on Calls	112,928
Divided by 2,920 to Convert to Officers	38.7
Multiplied by 1.84 to Account for Days Off	71.2
Inflated by 10% for Supervisors	78.3
Inflated by 15% for Administration & Investigations	90.0

Officer Counts Based on Proportionate Share of DCPD Officers

Full versus Basic Services

This section reports officer need estimates based on the current count of DCPD officers. Also included is an estimate of the number of officers DCPD employs in providing a basic level of service, exclusive of some of the more specialized service units that the City of Stonecrest may choose not to include in a police services package.

Table 10 shows the calculation used to sum expenditures made by specialized units of the DCPD. These expenditures, including related indirect costs, are excluded from the total DCPD expenditures, and the percentage of total expenditures represented by expenditures on basic services is applied to the DCPD officer count to derive an estimate of the number of officers employed in delivering basic police services.

Table 10. Calculation of Estimate of Number of DCPD Officers Providing Basic Services

Item	Amount
Bomb	\$787,367.21
SWAT	\$2,035,275.82
Aerial within Special Operations	\$715,737.63
K-9	\$1,110,561.31
Aerial Outside of Special Operations	\$897,584.02
Homeland Security	\$740,399.79
Total Special Services	\$6,286,925.78
Special Services as % of Direct Services	0.082966063
Total Direct Services	\$75,777,077.59
Total Indirect (Minus Admin GF Charge)	\$16,393,019.13
Special Services Share of Indirect	\$1,360,064.26
Total Special Services Adjustment	\$7,646,990.04
Special Services as % of Direct Services	7.50%
Estimated Officers Supplying Basic Services	662.8

Officer Count Estimates Based on Population

Table 11 shows the sworn officer count for a Stonecrest police department offering the full set of services if the city employed police officers in proportion to its share of the DCPD service area population. Table 12 shows the same analysis if Stonecrest were to offer only basic police service.

Table 11. Officer Estimate Based on Population Share of Full-Service DCPD Staffing

DCPD Officers	716.5
Stonecrest Share of Population	10.46%
Officer Estimate	75

Table 12. Officer Estimate Based on Population Share of Basic Service DCPD Staffing

DCPD Officers	662.8
Stonecrest Share of Population	10.46%
Officer Estimate	69

Tables 13 and 14 show officer estimates based on resources currently expended in the Stonecrest area by DCPD. Table 13 shows estimates for a full-service department, and Table 14 shows the basic service scenario.

Table 13. Officer Estimate Based on Stonecrest's Resource Demands on DCPD's Uniform Division (Full Service)

DCPD Officers	716.5
Stonecrest Share of Uniform Resources	12.98%
Officer Estimate	93

Table 14. Officer Estimate Based on Stonecrest's Resource Demands on DCPD's Uniform Division (Basic Service)

DCPD Officers	662.8
Stonecrest Share of Uniform Resources	12.98%
Officer Estimate	86

Assessing the Estimates

The estimates of the number of officers needed in Stonecrest range from a low of 57.3 in the Table 7 analysis of actual time on service calls to a high of 93, based on Stonecrest's current resource demand. Despite being far lower than many other estimates, the Table 7 figure does not necessarily represent an understaffed department as a department of this size appears to meet IACP staffing standards.

Some of the higher staffing estimates are based on current DCPD practices and operations, reflecting staffing needs if the City of Stonecrest wants to maintain the same level and types of services that the area currently receives from the DCPD. Alternatively, Stonecrest could choose

not to provide some of the more specialized or non-basic services. Note that some of these specialized services (e.g., gangs and narcotics) cannot be entirely eliminated and a Stonecrest police force would likely need some officers who could provide some of these specialized services.

Note that there is no one number of officers that represents the exact number needed. Rather, local contextual issues often dictate the number that a community will require. Figure 1 presents contextual issues that have been cited as factors in staffing levels.

Figure 1. Contextual Factors that May Affect Police Staffing Levels

Variables
Efficiency and productivity
Crime rates and anticipated growth or decline
Job tasks/type of calls
Officer/population ratios
Mandatory minimums
Collective bargaining minimums
Shift distribution
Supervisory placement
Command staff need
Response time
Uncommitted time
Call volume
Estimates of future call volume
Technology
Organizational capability
Organizational ethic
Organizational vision and planning
Public pressure
Geographic issues
Community policing style

Source: A Performance-Based Approach to Police Staffing and Allocation, 2012.

One key issue likely to affect police staffing needs is the level of patrol services and traffic control Stonecrest city leaders would like to see on I-20, which cuts across the city.

Build-a-Budget Method: Police Operational Costs Per Officer – Including Operational Capital and General Fund Department Support

To estimate police operational expenditures for the proposed City of Stonecrest police force, the Institute of Government team used DCPD expenditure data for fiscal year (FY) 2018. The

dataset reflects regionally specific costs and competitive salary conditions, and includes capital and administrative costs that have been annualized. In many local government budgets, capital costs are not annualized. Capital costs tend to be lumpy (and therefore not captured in either a single year or even in multiple years of municipal budgets), making them difficult to predict. Based on the DCPD expenditure data, the research team estimated that the cost per employed officer was approximately \$142,321.73, which includes the cost of support staff, administration, equipment, vehicles, training, crime scene investigation capability, recruitment, and evidence management, as well as the specialized equipment used by the bomb, gang, aerial, SWAT, and narcotics units. It also includes the indirect charges to the department for services such as human resources, accounting, purchasing, finance, and the like that are provided by general fund departments.

No jail costs are included in this analysis, as it was assumed that a new city would not maintain its own jail and would enjoy a similar arrangement with the DeKalb County Sheriff as do other cities in the county. Municipal prisoners would only be those awaiting adjudication or serving a sentence imposed by the city’s municipal court.

Tables 15 and 16 present the low- and high-end estimates for a Stonecrest Police Department, respectively, based on the range of needed officer staffing.

Table 15. Low-End Cost Estimate

Estimate of Number of Officers Needed	58
Cost Per Sworn Officer	\$142,322
Estimated Annual Operational Cost	\$8,254,676

Table 16. High-End Cost Estimate

Estimate of Number of Officers Needed	93
Cost Per Sworn Officer	\$142,322
Estimated Annual Operational Cost	\$13,235,946

**Build-a-Budget Method: Police Operational Costs Per Officer
(Excluding Operational Capital and General Fund Department Support)**

Municipal police department budgets do not always incorporate operational capital costs or the indirect expenditures by administrative departments that support direct police services. This stripped-down approach to departmental budgeting can help leaders decide whether a city can afford a police department. For example, if the city already has the capacity to provide general fund administrative support to a newly established police department, any estimate that includes these costs would be an overestimate. Similarly, where a special-purpose local-option

sales tax (SPLOST) can be used to supply operational capital (in lieu of allocated funds in the operations budget for this capital), any inclusion of these capital costs would also represent an overestimate of the true cost of establishing a new police department.

To create a stripped-down cost estimate for Stonecrest, the Institute research team conducted a three-part analysis that combines the officer need estimates with three different per-officer cost estimates: one based on DCPD data and the other two based on costs for two cities in DeKalb County that have recently established their own police departments.

The first of these per officer cost estimates was derived from detailed adjustments to the DCPD expenditure data. Specifically, the research team calculated the percentage of the total budget that represented indirect support expenditures and operational capital expenditures. The calculations for these operations can be found in Appendix A. The other two per officer cost estimates were based on examination of the budget documents for the cities of Dunwoody and Brookhaven. The research team also communicated with the finance directors of these cities to confirm that capital costs and indirect charges to other general fund support departments were not part of the police departments' budgets.

By having three cost-per-officer figures, City of Stonecrest decision makers can better understand the underlying wage competition that drives these costs.⁶ Obviously, the city can staff a new police department in any number of ways with regard to officer experience, education, and skill level. More experience, of course, costs more.

DCPD Adjusted Per Officer Costs

Table 17. DCPD Adjusted Per Officer Costs

Nonadjusted Expenditures Per Officer	\$142,322
Adjustment for Indirect Cost Allocation	\$13,591
Adjustment for Replacement Capital	\$8,834
Adjusted Expenditures Per Officer	\$119,897

⁶ The research team examined the salary range for a basic patrol officer for several police departments in the Stonecrest area market. These are presented in Appendix B. These data do not show substantial differences in the starting salaries of beginning patrol officers. However, the per-officer cost differences identified above suggest that the City of Dunwoody is likely competing on quality and experience rather than hiring new police academy candidates.

Table 18. Dunwoody Expenditures Per Officer and Per Employee

Sworn Officers	64
Nonsworn Staff	14
2019 Amended Expenditures	\$9,511,756
Cost per Employee	\$121,946
Cost per Sworn Officer	\$148,621

Table 19. Brookhaven Expenditures Per Officer and Per Employee

Sworn Officers	74
Nonsworn Staff	14
2019 Adopted Expenditures	\$8,985,585
Cost per Employee	\$102,109
Cost per Sworn Officer	\$121,427

Based on these per-officer cost estimates, Tables 20 and 21 show, respectively, how the low-end and high-end officer need estimates translate into total departmental operations costs for the three jurisdictions.

Table 20. Low-End Cost Estimate – 58 Officers

Cost Basis	DeKalb County Police	Dunwoody Police	Brookhaven Police
Cost Per Sworn Officer	\$119,897	\$148,621	\$121,427
Estimated Annual Operational Cost	\$6,954,026	\$8,620,018	\$7,042,766

Table 21. High-End Cost Estimate – 93 Officers

Cost Basis	DeKalb County Police	Dunwoody Police	Brookhaven Police
Cost Per Sworn Officer	\$119,897	\$148,621	\$121,427
Estimated Annual Operational Cost	\$11,150,421	\$13,821,753	\$11,292,711

POLICE NONFACILITIES CAPITAL AND GENERAL STARTUP

If Stonecrest were to establish its own police force, it would need to equip the officers (vehicles, uniforms, firearms) and would incur some general startup costs for furniture, software, and miscellaneous equipment. Because the DCPD expenditure data used in the analysis in the Share

of DCPD Workload Method section of this report include nonfacility capital replacement costs, there would seem to be no need for a separate accounting of these costs.

While DeKalb County incorporates replacement capital into its operational budget, not all local governments do so. Documenting capital costs separately can be helpful when creating a budget, so the Institute research team explored two ways of doing so: (1) extracting capital costs from the DCPD expenditure data and (2) using the historical experience of two newly established police departments.

The calculation of per-officer replacement capital was addressed earlier in this report (and is calculated in Appendix A). While this calculation is useful, it may not include all the capital that a department needs when starting up, particularly capital for information technology and communications. While this method can provide a fair estimate of the ordinary capital costs for a patrol officer, it does not account for all items used by the more specialized police units such as crime scene investigations, evidence management, bomb units, and the like. Moreover, when establishing a new police department, the cost for capital may have a lifespan of five years and so would likely need to be financed. If so, the city would incur additional costs for interest on this debt.

To more thoroughly address the issues of startup capital, the research team examined the experience of newly established police departments.

Experience of Newly Established Police Departments

Although establishing a new police department is relatively rare, two cities in DeKalb County—Dunwoody and Brookhaven—have done so in the last 11 years. Table 22 shows the capital costs for police in these cities during their first year of operations. These costs for equipping a police officer include expenses such as a vehicle, furniture, radio, firearm, and other similar needs. The startup capital investment for a police department is calculated based on the average cost per officer. Because Dunwoody started its police department in 2009 and Brookhaven in 2013, the Institute researchers used the US Bureau of Labor Statistics Consumer Price Index to adjust these cities' expenditures to 2019 dollars. The per-officer costs for these two cities were then averaged and applied against the estimate of the number of officers needed for Stonecrest based on the workload analysis in the previous section to arrive at a total officer police capital cost estimate.

Police capital costs and general startup costs figured per capita for the study area were added together and assumed to be financed over five years on similar terms to those used by Dunwoody to finance these same expenses.

Table 22. Estimation of Startup Capital Costs Per Officer

City and Fiscal Year Budget	Budget	Cost Per Officer
Dunwoody – FY 2009 Police Start-up	\$2,674,000	\$66,850
Dunwoody Inflation Adjusted Cost Per Officer		\$81,361
Brookhaven – FYs 2013 & 2014 Police Start-up	\$2,821,824	\$49,506
Brookhaven Inflation Adjusted Cost per Officer		\$55,245
Average Startup Capital Costs Per Office (inflation adjusted to Dec. 2019)		\$68,303

Table 23. Low-End and High-End Startup Capital Cost Estimates⁷

	Low Cost	High Cost
Number of Officers Estimated for Study Area	58	93
Study Area Expenditure Estimate	\$3,961,574	\$6,352,179
Amortized over 5 Years at 2.26% Interest Rate	\$838,669	\$1,344,761

FACILITIES COSTS

To estimate the cost of a police department facility, the Institute research team first determined the amount of square footage needed per officer and other employees. The researchers assumed that the proposed department would employ additional nonsworn staff to support the work of the department and that these nonsworn employees would represent approximately 20% of the sworn officers employed.

Local governments typically allocate between 125 and 225 square feet per employee. Police departments tend to be on the lower end of this estimate because officers work in shifts and most spend at least part of their shifts in vehicles. However, police departments must have meeting space and evidence and records storage as well as interview rooms. Thus, the Institute research team used 150 square feet per employee as the basis for facility cost estimates.

⁷ The City of Dunwoody had 40 officers in 2009 per the city’s FYs 2009 and 2010 comprehensive annual financial reports (CAFRs). Source for budget: Dunwoody financial reports and confirmed with the city’s Finance Office. The City of Brookhaven had 57 officers in 2013 per the city’s FY 2015 CAFR. Source for budget: Brookhaven FY 2016 budget. Capital expenses for FYs 2013 and 2014 are summed because of the significant capital expenditures in 2014, reflecting a continued investment in startup costs. This interest rate was quoted by the Georgia Municipal Association’s Financing Unit 2.26% with standard disclaimer on February 6, 2020.

A survey of the asking rent for lease space in the study area showed a range, with many available office buildings running between \$12 and \$20 per square foot per year and a median of \$13 to \$15. Tables 14 and 15 show facilities cost estimates using a \$14 per square foot yearly rental cost. Note that the City of Stonecrest may already have a facility that could be used by a police department, or it may choose to build such a facility rather than lease one. However, the estimated lease cost is still useful as it shows the opportunity cost that the government would incur if it were to already have a facility, that is, the uncollected rent value of not leasing out (or selling) such a facility. Similarly, while the government may eventually build its own facility, such an option is typically not possible during the first few years of operation of a new department. During this time, the government would likely need to rent. Finally, lease costs tend to be fairly closely related to the cost of ownership, so they represent a simplified and easily annualized cost measure that can be easily integrated with the other annualized expenditures estimated in the analyses.

Table 24. Low-End Estimate of Facility Costs

Estimated Sworn Officers	58
Estimated Nonsworn	11.6
Total Staff	69.6
Square Feet Per Employee	150
Annual Cost Per Square Foot	\$14.00
Estimated Annual Cost for Facility	\$146,160

Table 25. High-End Estimate of Facility Costs

Estimated Sworn Officers	93
Estimated Nonsworn	18.6
Total Staff	111.6
Square Feet Per Employee	150
Annual Cost Per Square Foot	\$14.00
Estimated Annual Cost for Facility	\$234,360

Total Departmental Costs: All Methods

Tables 26 and 27 present total departmental cost estimates based on a minimum of 58 officers and a maximum of 93 officers. For comparison purposes, the research team also adjusted the cost estimate derived from the share of DCPD workload (exclusive of general fund indirect costs, but including DCPD’s replacement capital) method to provide an estimate using this method that is equivalent to the ‘build a budget’ methods. In this analysis, the research team used the basic services (rather than full services) estimated cost.

The low-cost estimate is based on the operational DCPD cost per officer, exclusive of capital and general fund administrative costs. The high-cost estimate is based on the Dunwoody Police Department’s cost per officer.

Table 26. Total Costs: Low-End Cost Estimate – Build-a-Budget Method

Operational Cost Estimate (58 Officers)	\$6,954,026
Estimated Annual Cost for Facility	\$146,160
Annualized Start-up Capital	\$838,669
Total Estimated Cost	\$7,938,855

Table 27. Total Costs: High-End Cost Estimate – Build-a-Budget Method

Operational Cost Estimate (93 Officers)	\$13,821,753
Estimated Annual Cost for Facility	\$234,360
Annualized Startup Capital	\$1,344,761
Total Estimated Cost	\$15,400,874

Estimate of an Equivalent Department-Only Cost Estimate Based on the Share of DCPD Expenditures Method

To derive an equivalent department-only cost estimate using the Share of DCPD Expenditures Method, the Institute research team had to make two adjustments: (1) an adjustment for the fact that this method uses expenditure data that include indirect costs for the services of general fund departments such as human resources (HR), finance, purchasing, risk management, and the like, and (2) an adjustment for the fact that the data used for this method do not include facilities costs as these facilities are already built.

Adjustment of General Fund Administrative Costs

An analysis of the DCPD expenditure data found that about 9.55% of total DCPD expenditures were made in support the of general fund indirect administrative costs. This translates to approximately \$13,591 per officer. Based on an officer estimation of 86 (assuming a basic level of service and the workload analysis proportion of the Uniform Division’s resources, see Table 14 for details), the Institute research team calculated an adjustment of general fund administrative costs of \$1,168,826.

Adjustment for Facilities Cost

Using the same assumption about the number of officers, the facility cost estimate calculation is presented in Table 28.

Table 28. DCPD Share Method – Facility Costs

Estimated Sworn	86
Estimated Nonsworn	17.2
Total Staff	103.2
Square Feet Per Employee	150
Annual Cost Per Square Foot	\$14.00
Estimated Annual Cost for Facility	\$216,720

Finally, Table 29 presents a total estimate for department-only, basic service level cost using the DCPD share of resources method can be calculated as shown in.

Table 29. Total Cost Estimate for Adjusted DCPD Share Method

Cost of Service Inclusive of GF Admin. Costs	\$12,411,223
Adjustment for GF Indirect Cost Allocation	(\$1,168,798)
Subtotal	\$11,242,425
Annual Facility Cost	\$216,720
Total Estimated Cost	\$11,459,145

Because the total cost estimate for the adjusted DCPD share method is in between the low- and high-cost estimate, it is referred to as the mid-range estimate.

Table 30. Range of Annual Total Departmental Cost Estimates

Low-End Cost Estimate	\$7,938,855
Mid-Range Cost Estimate	\$11,459,145
High-End Cost Estimate	\$15,400,874

Revenues

The City of Stonecrest collects revenue from a variety of sources, most of which could potentially be used to support a new police department. However, given that these revenue sources are already being spent for services other than police, the city would likely need to collect additional revenue to support a police department. While Stonecrest could choose to raise revenue needed for a police department from any variety of taxes, fees, charges, and permits, for the purposes of this study, the research team focused on two potential revenue sources: traffic court fines and property taxes. The city may be able to collect some revenue through police-specific charges and fees (e.g., for background checks, fingerprinting, etc.), but

these revenue sources generally collect only small amounts of money and depend on ordinances that the city has not yet passed.

STATE COURT -TRAFFIC COURT

A local government’s revenue collection for traffic citations is directly tied to police enforcement of traffic laws. The workload of DeKalb County’s Traffic Court is linked to the number of moving violations tickets that county police issue. Because the exact location of every ticket is unknown (and therefore associated revenues and expenditures), the research team looked at percentages based on population. The City of Stonecrest represents 10.46% of the county’s population and thus 10.46% of the DCPD workload or 10.46% of revenue currently collected by DeKalb County Traffic Court (see Table 31).⁸ If Stonecrest were to provide its own police services, then an estimated \$872,837 in traffic court revenue would likely follow. These revenues, for the purposes of this study, are assumed to be collected by a City of Stonecrest traffic or municipal court.

Table 31. Stonecrest Traffic Court Revenue

Revenue	DeKalb	Stonecrest
Traffic Court Revenue	\$8,348,081	\$872,837

Using a similar method to calculate expenses, based on population, the annual cost of operating a traffic court would be approximately \$557,219. Thus, if Stonecrest were to provide its own police services and municipal court, the city would see an estimated net revenue gain of \$315,618 from traffic court.⁹

Table 32. Stonecrest Traffic Court Estimated Net Revenue

	Estimated Dollars
Revenue	\$872,837
Operating Expense	\$557,219
Traffic Court Net Revenue	\$315,618

MILLAGE RATE NEEDED TO GENERATE ADDITIONAL REVENUE TO SUPPORT A POLICE DEPARTMENT

To determine the amount of additional revenue that would be needed to finance a police department with low-end, high-end, and mid-range cost estimates, the research team first subtracted the anticipated net revenue from a City of Stonecrest traffic court (Table 32) from the

⁸ 50,189 / 480,023 = 10.46%. Includes the entire unincorporated area plus the cities of Tucker and Stonecrest.

cost estimates of each of these scenarios. Table 33 shows the additional revenue needed and the respective millage rates for each estimate.

Table 33. Additional Revenue Needed and Millage Rate Needed to Generate the Revenue

	Amount Needed To be Generated by a Property Tax	Mills Needed
Low Cost Additional Revenue Need	\$7,623,237	4.92
Middle Cost Additional Revenue Need	\$11,143,527	7.191
High Cost Additional Revenue Need	\$15,085,256	9.735

*Based on the 2019 City of Stonecrest Net M&O Digest on file with the Georgia Department of Revenue.

It is worthy of note that the City of Stonecrest began collecting insurance premiums taxes in 2019; prior to 2019, those funds had been used by DeKalb County to support police services in the city. According to the 2019 city budget, this amount of revenue was approximately \$3,820,000. Were the city to appropriate these funds toward police services, it could help reduce the property tax millage needed to fund police services.

Other Benefits of In-House Provision of Police Services

Cities that provide and operate their own police departments can potentially capture the following additional benefits:

- **The ability to strategically control and program police activities.** Be it community policing, hot spot crime containment, or enhanced traffic enforcement, cities that have their own police departments can typically respond rapidly to community demand for a particular style of law enforcement services. While the same level of control and style of programming can be obtained through a service contract with another government or agency, the city would typically need to have skills in contract development, management, and monitoring and enforcement of the contract terms. In most cases, these skills are rarer than basic organizational management skills.
- **The ability to set priorities and manage response times.** Cities that operate their own departments can more easily set operational policies such as demanding faster response times to certain types of calls for service.
- **The ability to manage human resources.** Cities providing their own services can set HR policies that more closely fit the needs and desires of the community. For example, they can demand a more educated police force and require particular types of training such as in the use of nonlethal conflict management techniques. Similarly, the city can work towards having a police force that is representative of the community demographics.

- **The ability to more efficiently benefit from fixed costs and use slack resources.** For many cities, indirect service costs for such things as purchasing, finance, payroll, and HR tend to be provisioned in a set amount of staffing for even a relatively small workload. For example, it may be necessary to employ a full-time payroll clerk in a city that has 100 employees. However, if this clerk could actually support payroll services for up to 175 employees, there are economies of scale to be captured by having a larger number of employees. In this case, a city would become more efficient in using indirect service resources by providing for an in-house police department. Similarly, if the city has unused space in a facility that cannot be rented out, having an in-house police force could potentially make effective use of this currently idle resource.
- **The ability to make synergetic use of resources through organizational development.** Some local governments have been able to achieve significant economies through innovative service delivery. For example, some communities have created public safety departments that provide for multiple services such as fire, police, and emergency medical services. Such organizational efficiencies can only be captured if the government is directly providing these services, particularly police services.

Conclusion

The City of Stonecrest can establish and maintain a police department for an annual cost somewhere between the low-end and mid-range estimates provided in this analysis. Such a police force, however, will not be as large or provide the same specialized services and skills as the DCPD, which currently services the Stonecrest area. To establish and maintain such a force will likely require additional funds.

The new cities in DeKalb County that have that have established their own municipal police forces (e.g., Brookhaven and particularly Dunwoody) have tended to spend more liberally than has DeKalb County on their respective forces. The higher cost-per-officer figures for these municipal police departments suggest these cities have recruited and hired more experienced officers to establish and maintain a higher quality police force. The entrance of the City of Stonecrest into the already tight market for high-quality police officers could be challenging.

Nevertheless, most cities in DeKalb County have chosen to provide these services in house, most likely for reason outlined in the previous section of this report. It may, therefore, make sense for Stonecrest to seek inclusion in the county non-basic police services special district. This option has been used by several other cities in DeKalb that wish to maintain access to DCPD specialized services.

Appendix A: Calculations of Adjustments to DCPD Expenditures for Replacement Capital and General Fund Indirect Cost Allocation

To calculate a per officer adjustment to the per officer cost estimate for the purposes of excluding replacement capital costs that are included in the DCPD budget, the research team examined the expenditures for capital item in the two largest DCPD divisions—Uniform and Criminal Investigations. Because replacement capital costs varied between these two a standardized per officer cost was calculated that took the proportional size of these two divisions into account.

Calculation of Replacement Capital Cost Adjustment

	Uniform Division	CID
551105 – Vehicle Replacement Charge	\$3,004,560	\$457,884
531101 – Operating Supplies	\$88,579	\$1,539
531107 – Uniforms & Clothing	\$575,550	\$27,932
531601 – Tools & Small Equipment	\$305,045	
Officers	426	79
Total Capital Cost	\$3,973,734	\$487,355
Generic Total	\$4,461,089	
Standardized Per Officer	\$8,833.84	

Per Officer Calculation of Adjustment for General Fund Indirect Cost Allocation

Admin Charges GF	\$9,737,721
DCPD Officers	716.5
Admin Charges GF per Officer	\$13,590.68

Appendix B. Budgeting for a Police Department

Base Salaries for Patrol Officers in Stonecrest Market Area

Cities

Year	Jurisdiction	Population	Job Title	Starting Salary	Maximum Salary	Pay Basis	Scheduled Hours	Full-Time Employees
2018	Clarkston	12,742	Patrol Officer, Police Department	19.00	25.00	Hourly	42	13
2018	Decatur	22,813	Patrol Officer, Police Department	20.93	34.31	Hourly	40	26
2018	Dunwoody	48,884	Patrol Officer, Police Department	19.78	29.67	Hourly	42	34
2018	Brookhaven	52,444	Patrol Officer, Police Department	20.39	32.62	Hourly	40	45
2018	Douglasville	33,252	Patrol Officer, Police Department	17.60	28.17	Hourly	40	42
2018	Conyers	15,919	Patrol Officer, Police Department	37,065.60 (17.82)	41,975.28	Annual	40	28

Counties

Year	Jurisdiction	Population	Job Title	Starting Salary	Maximum Salary	Pay Basis	Scheduled Hours	Full-Time Employees
2018	DeKalb	753,253	Patrol Officer, Police Department	19.68	30.51	Hourly	40	50
2018	Henry	225,813	Patrol Officer, Police Department	17.56	26.34	Hourly	40	124



CITY COUNCIL AGENDA ITEM

**SUBJECT: Ordinance for Special Land Use Permit
SLUP-20-003 (7101 Covington Hwy)**

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

Date Submitted: 9/22/20 Work Section: Council Meeting: 9/28/20

SUBMITTED BY: Christopher Wheeler, Planning and Zoning Director

PURPOSE: Obtain Special Land Use Permits for construction of 6,000 square foot convenience store with accessory fuel pumps and drive thru per Sec. 4.2.23 and 4.2.28

HISTORY: The subject property sits along Covington Hwy and has been partially been developed.

FACTS AND ISSUES: This application was heard at the September 16th, 2020 Planning Commission Meeting. The applicant requested to a special land use permits to construct a 6,000 square foot convenience store with the accessory fuel pump and drive thru. Planning Commission recommend approval of the application, with conditions.

OPTIONS: Approve; Deny; or make Alternative conditions

RECOMMENDED ACTION:

Planning Commission recommended approval of petition SLUP-20-003 at the September 16th, 2020 meeting with conditions.

ATTACHMENTS:

- # 1 9/22/20 Staff Report
- # 2 9/22/20 Power Point Presentation

3 9/22/20 Supplemental Information



Special Land Use Permit Application

Applicant Information

Name: RS Covington Developments, LLC		c/o Julie Sellers Dillard Sellers, LLC	
Address: 1776 Peachtree Street Suite 390-N, Atlanta Ga 30309			
Phone: 404-665-1242	Fax:	Email: jsellers@dillardsellers.com	
Owner's Name: Lithonia Real Estate Development LLC			
Owner's Address: 1279 Wood Iris Lane, Lawrenceville, GA			

Owner Information

Phone:	Fax:	Email:
Property Address: 7101 Covington Highway		Acreage:
Parcel ID: 16 104 04 002		
Current Zoning Classification: C-2		
Proposed Use of Property: Convenient store with Fuel pumps as accessory		
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? <input type="radio"/> Yes <input checked="" type="radio"/> No		

Property Information

Property Information: Development of the corner of Covington Highway and Lithonia West Drive for use as a convenience store with fuel pumps and a restaurant drive through facility as more particularly described in the letter of intent

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.

Applicant's Name: <u>RUSTAM RAHJI</u>	Date: <u>6-1-2020</u>
Applicant's Signature: <u>[Signature]</u>	
Sworn to and subscribed before me this <u>1st</u> Day of <u>June</u>	

Notary

Notary Public: <u>Sharon D. Zimmerman</u>	
Signature: <u>[Signature]</u>	
My Commission Expires: <u>8-19-22</u>	
<input type="checkbox"/> Application Fee <input type="checkbox"/> Sign Fee <input type="checkbox"/> Legal Fee	
Fee: \$	Payment: <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> CC
<input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied	
Date:	

08-03-2017



Applicant/Petitioner Notarized Certification

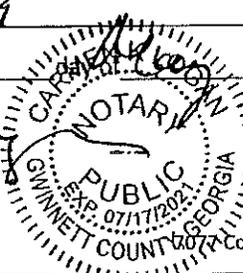
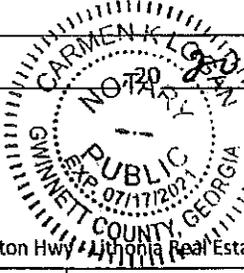
Petitioner states under oath that: (1) he/she is the executor or Attorney-In-Fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Applicant / Petitioner	Signature:		Date: 6-1-2020
	Address: 5887 Glenridge Dr, Suite 440		City, State: Atlanta Ga Zip: 30328
	Phone:		
	Sworn to and subscribed before me this 1st day of June, 2020		
Notary Public:			
Attorney / Agent	Signature:		Date: 6-3-20
	Address: 1776 Peachtree Street, #390-N		City, State: Atlanta, Ga Zip: 30307
	Phone: (404)665-1242		
	Sworn to and subscribed before me this 3rd day of June, 2020		
Notary Public:			



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>[Signature]</u>		Date: <u>5-28-20</u>
	Address: <u>1279 WOOD IRIS LN</u>	City, State: <u>LAWRENCEVILLE, GA</u>	Zip: <u>30045</u>
	Phone: <u>404-966-5449</u>		
	Sworn to and subscribed before me this <u>28</u> day of <u>May</u> , 20 <u>20</u>		
	Notary Public: <u>[Signature]</u>		
Property Owner (If Applicable)	Signature: <u>[Signature]</u>		Date: <u>5-28-20</u>
	Address: <u>1279 WOOD IRIS LN</u>	City, State: <u>LAWRENCEVILLE, GA</u>	Zip: <u>30045</u>
	Phone: <u>404 966 5449</u>		
	Sworn to and subscribed before me this <u>28</u> day of <u>May</u> , 20 <u>20</u>		
	Notary Public: <u>[Signature]</u>		
Property Owner (if Applicable)	Signature:		Date:
	Address:	City, State:	Zip:
	Phone:		
	Sworn to and subscribed before me this _____ day of _____, 20 _____		
	Notary Public:		

7101 Covington Hwy - Madison Investments USA LLC

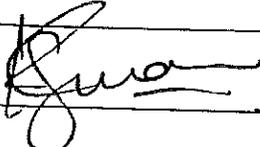
7101 Covington Hwy - Atlanta Real Estate Development LLC



Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

Yes No

Applicant / Owner	Signature: 
	Address: 1279 Wood Iris Ln Lawrenceville, GA 30045
	Date: 05-28-20

If you answered yes above, please complete the following section:

Date	Government Official	Official Position	Description	Amount

LETTER OF INTENT AND IMPACT ANALYSIS

City of Stonecrest

**Special Land Use Permit Application
For Fuel Pumps**

Applicant:

RS Covington Developments, LLC

Property:

7101 Covington Highway

Parcel ID No:

16 104 04 002

Submitted for Applicant by:

Julie L. Sellers

DILLARD SELLERS

1776 Peachtree Street NW, Suite 390N

Atlanta, Georgia, 30309

(404) 665-1242

jsellers@dillardsellers.com

Introduction

Applicant, RS Covington Developments, LLC, requests approval of a Special Land Use Permit for the property located at 7101 Covington Highway, Stonecrest, Georgia (tax parcel no. 16 104 04 002) (the “Property”). The Property is approximately +/- 1.56 acres of land located at the corner of Covington Highway and Lithonia West Drive. The Property is zoned C-2, General Commercial.

The Applicant plans to develop a one-story building for use as a convenience store with fuel pumps and a restaurant with a drive-thru facility on the Property. The architecture of the building and development of this vacant parcel will positively contribute to this area once envisioned as the Lithonia West Industrial Park. As shown on the attached site plans, the building will include both a convenience store and a restaurant use with a drive-thru. There are two access points into the Property providing safe and convenient vehicular access. This new development will also add landscaping and improved streetscaping. The proposed development is consistent with the current C-2 zoning district.

The City’s Zoning Code allows fuel pumps without the requirement of a Special Land Use Permit if certain criteria can be met as set forth in Section 4.2.28(D). As such, the Applicant is entitled to use the Property for a convenience store and fuel pumps with a new building at least 5,000 square feet. Here, the convenience store portion of the building proposed is ~4,000 sq. ft. and the restaurant ~ 2,008 sq. ft. Applicant is proposing a building that while exceeding the 5,000 square foot minimum would include both the convenient store and a restaurant. As such, this application requests approval of the fuel pumps as an accessory to the ~ 4,000 sq. ft. convenience store. A separate application is being submitted for the drive-thru.

The new development with accessory fuel pumps will operate in accordance with all provisions of the City’s Zoning Code Sec. 4.2.28. The proposed use is consistent with the City’s Future Land Use Map, which designates the Property as Urban Neighborhood. The surrounding area is characterized as a combination of commercial, residential and light industrial uses. Additionally, the proposed use is consisted with the adjacent general commercial properties and local commercial uses along Covington Highway.

As set forth below, the Applicant satisfies the City’s requirements for a special land use permit for accessory fuel pumps. For these reasons, the Applicant respectfully requests its application be granted as submitted.

Documented Impact Analysis

The Applicant’s application satisfies the applicable criteria set forth in sections 7.4 and 4.2.28 of the City of Stonecrest’s Zoning Code.

- 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 contemplated use. All required yards, open space, off-street parking, and all other applicable requirements required by the C-2 zoning district are satisfied. The proposed development is an approximate +/- 1.56 acre site with all requirements being met.

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

The accessory fuel pumps are compatible with the surrounding area and land use within the district.

C. Adequacy of public services, public facilities, and utilities to serve the use contemplated:

Adequate public services, facilities, and utilities exist to serve the accessory fuel pumps.

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:

Covington Highway is a minor arterial road. There is sufficient capacity to support a convenience store with accessory fuel pumps, and there will be little impact on the public streets or traffic in the area.

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:

No, traffic generated by the accessory fuel pumps will not adversely impact existing land uses along access routes to the site.

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 fire or other emergency:

There is adequate ingress and egress to the subject property. Fire and other emergency vehicles will be able to access the property if there is an emergency.

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:

No, the accessory fuel pumps will not create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust or vibration.

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:

No, the accessory fuel pumps will not create adverse impacts upon any 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:

No, the accessory fuel pumps will not create adverse impacts upon any adjoining land use by reason of the manner of operation.

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:

Yes, the accessory fuel pumps are consistent with the requirements of the C-2 Zoning Classification.

K. Whether or not the proposed use is consistent with the policies of the comprehensive plan;

Yes, the accessory fuel pumps are consistent with the policies of the City's 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:

Yes, the site plan includes all required buffer zones and transitional buffer zones.

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

Yes, there will be adequate provision of refuse and service areas.

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

No, the length of time for the SLUP 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 size, scale, and massing of the proposed convenience store and accessory fuel pumps 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.

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

No, there are no known historic buildings, sites, districts, or archaeological resources at the Property.

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

Yes, the accessory fuel pumps will satisfy the requirements of the supplemental regulations, specifically Zoning Code Sec. 4.2.28.

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:

No, the single-story building with accessory fuel pumps will not create a negative shadow impact on any adjoining lot or building.

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

No, the accessory fuel pumps will not result in a disproportionate proliferation of that or similar uses in the subject character area.

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:

Yes, the accessory fuel pumps will provide a service for the neighborhood and to the community as a whole by a new, attractive and convenient location for fuel.

CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that this application be granted as requested by the Applicant. If there are any questions about this request, you may contact me at 404-665-1242 or jsellers@dillardsellers.com.

Public Participation Plan

In light of the COVID-19 physical distancing recommendations from local and state governmental agencies, the Applicant will conduct a community meeting via video conference. We will post signs on the Property with the information. In addition, the enclosed letter will also be sent to the owners within 500 feet of the Property.

The Applicant is working with the staff to obtain the addresses for the owners within 500 feet because as of now the GIS information available to the Applicant does not include the Property within the City and we have not been able to pull the addresses for submittal. We contacted and have been working with the City's Planning Director and anticipate sending the attached letter on June 9th to allow sufficient time for notice.

In addition, the Applicant and representative will be available via phone, email or video conference to discuss the development plans, the specific SLUP applications, receive feedback and address any questions or concerns from the Community.

June 9, 2020

Dear Property Owner:

Please take notice that a Special Land Use Permit Application has been submitted to the City of Stonecrest for development located within 500 feet of your property. Please be advised of the following information pertaining to the Application and public hearings:

APPLICANT NAME: RS Covington Developments, LLC

REQUEST: Special Land Use Permit Application

STREET LOCATION: 7101 Covington Highway
(Parcel ID No. 16 104 04 002)

PROPOSED DEVELOPMENT: Development of a convenience store with fuel pumps and a restaurant drive-thru facilities

COMMUNITY MEETING

June 30, 2020

6:30pm

PLANNING COMMISSION HEARING

August 4, 2020

6:00pm

CITY COUNCIL HEARING

August 10, 2020

7:00pm

Due to the COVID-19 outbreak and in accordance with social distancing guidelines, please take notice that the Community Meeting will be held by videoconference through online access:

GoTo Meeting

<https://global.gotomeeting.com/join/579870141>

If you have questions about the applications, please contact Julie L. Sellers at (404) 665-1242 or jsellers@dillardsellers.com.

2. Environmental Impacts of the Proposed Project

a. Wetlands

None

b. Floodplain

None

c. Streams/stream buffers

None.

d. Slopes exceeding 25 percent over a 10-foot rise in elevation

None.

e. Vegetation

None.

f. Wildlife Species (including fish)

None.

g. Archeological/Historical Sites

None.

3. Project Implementation Measures

a. Protection of environmentally sensitive areas, i.e., floodplain, slopes exceeding 25 percent, river corridors.

None on site.

b. Protection of water quality.

Measures will be taken to ensure water quality meets or exceeds the City's requirements.

c. Minimization of negative impacts on existing infrastructure

No negative impact to existing infrastructure is anticipated.

d. Minimization of archeological/historically significant areas

None on site.

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. This area is not an environmentally stressed community, but rather the commercial corridor in the City.

f. Creation and preservation of green space and open space

Open space will meet the City's requirements and the development will include landscaping not currently present on the vacant Property.

g. Protection of citizens from the negative impacts of noise and lighting

No negative impact from light or noise is anticipated.

h. Protection of parks and recreational green space

There are no parks or recreational green space adjacent to the Property.

i. Minimization of impacts to wildlife habitats

None on site.

All that tract or parcel of land lying and being in Land Lot 104, of the 16th District, of Dekalb County, Georgia, and being more particularly described as follows:

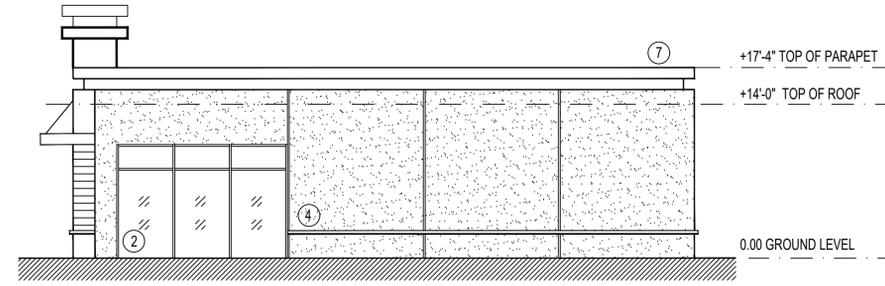
Commencing at a scribed X found at the intersection of the Westerly right of way line of Lithonia West Drive (having a 60-foot publicly dedicated right-of-way) and the Southerly right of way line of Covington Highway (having a variable width publicly dedicated right of way), said X being the TRUE POINT OF BEGINNING.

Thence leaving said Southerly right of way line of Covington Highway and following said Westerly right of way line of Lithonia West Drive the following courses and distances: South 15 degrees 57 minutes 07 seconds West a distance of 90.73 feet to a 5/8-inch capped rebar set; along a curve to the left, said curve having a radius of 540.00 feet, with an arc distance of 116.55 feet, with a chord bearing of South 09 degrees 45 minutes 55 seconds West and a chord length of 116.32 feet to a 5/8-inch capped rebar set; South 03 degrees 34 minutes 43 seconds West a distance of 84.13 feet to a 5/8-inch capped rebar set; Thence leaving said Westerly right of way line of Lithonia West Drive North 86 degrees 25 minutes 17 seconds West a distance of 20.13 feet to a 5/8-inch capped rebar set; Thence along a curve to the right, said curve having a radius of 75.00 feet, with an arc distance of 70.08 feet, with a chord bearing of North 59 degrees 39 minutes 10 seconds West and a chord length of 67.56 feet to a 5/8-inch capped rebar set; Thence along a curve to the left, said curve having a radius of 75.00 feet, with an arc distance of 70.51 feet, with a chord bearing of North 59 degrees 49 minutes 02 seconds West and a chord length of 67.94 feet to a 5/8-inch capped rebar set; Thence North 86 degrees 45 minutes 00 seconds West a distance of 107.48 feet to a 5/8-inch capped rebar set; Thence North 03 degrees 15 minutes 00 seconds East a distance of 24.54 feet to a 5/8-inch capped rebar set; Thence North 03 degrees 15 minutes 00 seconds East a distance of 215.64 feet to a to a 5/8-inch capped rebar set on the Southerly right of way line of Covington Highway; Thence following said Southerly right of way line of Covington Highway the following courses and distances: South 86 degrees 45 minutes 00 seconds East a distance of 44.87 feet to a 5/8-inch capped rebar set; North 43 degrees 30 minutes 09 seconds East a distance of 11.79 feet to a 5/8-inch capped rebar set; along a curve to the right, said curve having a radius of 1174.29 feet, with an arc distance of 230.95 feet, with a chord bearing of South 81 degrees 07 minutes 00 seconds East and a chord length of 230.58 feet to a scribed X found, said X being the TRUE POINT OF BEGINNING.

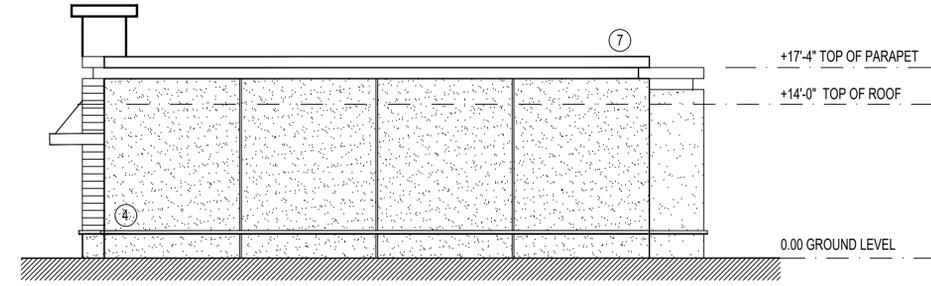
Said tract of land contains 1.564 Acres (68,106 square feet).

DATE	REMARKS

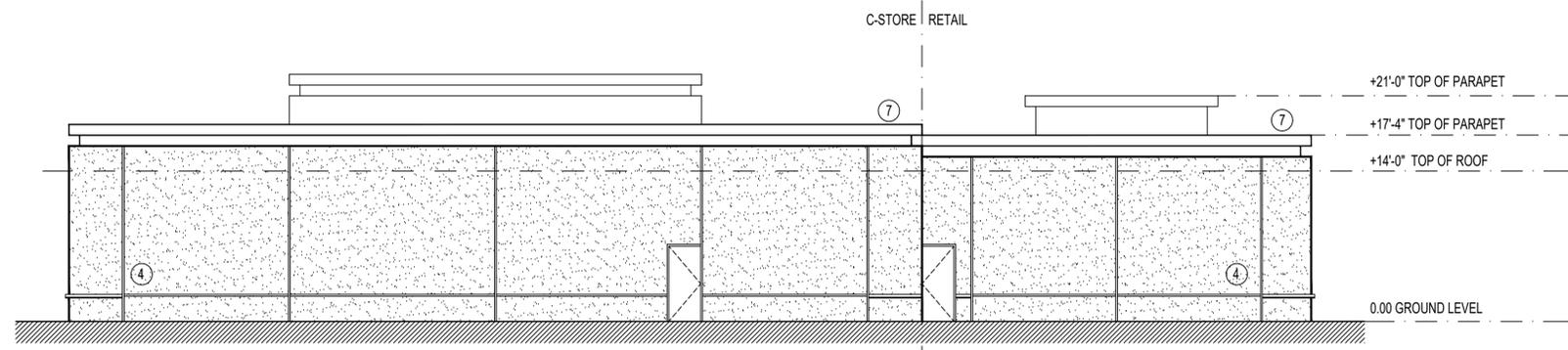
C - Store at Lithonia West
7101 COVINGTON HIGHWAY
STONECREST, DEKALB COUNTY
GA 30058



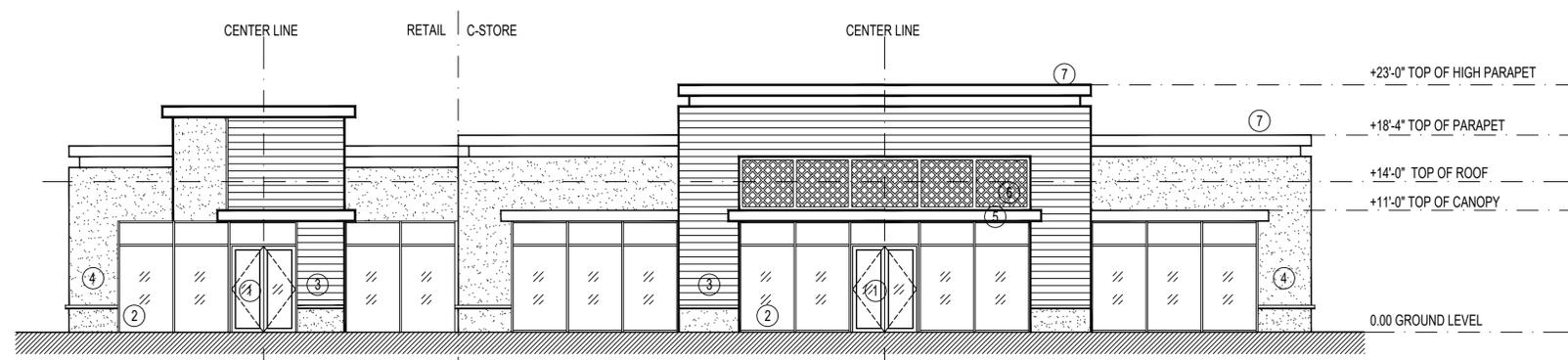
3 SIDE ELEVATION
SCALE: 1/8"=1'-0"



4 SIDE ELEVATION
SCALE: 1/8"=1'-0"



2 REAR ELEVATION
SCALE: 1/8"=1'-0"



1 FRONT ELEVATION
SCALE: 1/8"=1'-0"

MATERIAL LEGEND	
1	TEMPERED GLASS DOOR W/ FRAME
2	TEMPERED GLASS STOREFRONT
3	WOOD LAP SIDING
4	HARD STUCCO
5	METAL CANOPY
6	METAL GRILLE
7	METAL COPING

TITLE	
BUILDING ELEVATIONS	
DRAWN	
CHECKED	
DATE	06-04-2020
SCALE	1/8" = 1'-0"
JOB NO.	
FILENAME	
SHEET	A3.1

Trip Generation Memo - June 2, 2020:

To: RS Covington Developments, LLC
1776 Peachtree Street
Suite 390-N
Atlanta, GA 30309

Re: Gas Station + Restaurant, Covington Hwy – Stonecrest, GA

A development consisting of a 4,000-SF gas station with convenience market with 10 fueling pumps and a 2,008-SF fast-food restaurant with a drive-through window is proposed at 7101 Covington Hwy in the City of Stonecrest in Dekalb County. The project trips for the proposed development were calculated using equations contained in the Institute of Transportation Engineers' (ITE) latest *Trip Generation Manual*, 10th Ed, 2017. Table 1 summarizes the trip generation for the proposed development.

Table 1: Trip Generation

Project Land Use	Density	ITE LUC	Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
Gasoline/Service Station with Convenience Market	10 Pumps	945	1,524	762	762	93	47	46	140	71	69
Fast-Food Restaurant with Drive-Through Window	2,008 S.F.	934	946	473	473	81	41	40	66	34	32
Total Trips			2,470	1,235	1,235	174	88	86	206	105	101
Reductions for Pass-By Trips			1,374	687	687	98	49	49	112	57	55
Total Net New Project Trips			1,096	548	548	76	39	37	94	48	46

The proposed development is anticipated to generate 1,096 net new daily trips (548 inbound and 548 outbound) with the PM peak being the highest with the 94 net new trips (48 inbound and 46 outbound). There are 76 net new trips anticipated in the PM peak (39 inbound and 37 outbound).

Please contact me at 770-368-1399 if you have any questions or need additional information. Thank you for your time and consideration.

Sincerely,

FORESITE GROUP, LLC

Stevie Berryman, PE
Project Manager



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

Planning Commission September 16th, 2020 / Mayor and City Council Meeting September 28th, 2020

GENERAL INFORMATION

Petition Number:	SLUP-20-003
Applicant:	RS Covington Development c/o Julie Sellers
Owner:	Lithonia Real Estate Development
Project Location:	7101 Covington Hwy
District:	District 2
Acreage:	2.75 acres
Existing Zoning:	C-1 (Local Commercial) District
Proposed Zoning:	C-1 (Local Commercial) District
Comprehensive Plan Community: Area Designation	Urban Neighborhood
Proposed Development/Request:	The applicant is requesting a special land use permits to construct a 6,000 square foot convenience store with the accessory fuel pump and drive thru per Sec 4.2.23 and Sec.4.2.28
Staff Recommendations:	Approval with Conditions
Planning Commission:	Approval with Conditions



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

Zoning Map



Source: Esri, Maxar, GeoEye, Earthstar
Geographics, CNES/Airbus DS, USDA, per Community

ZONING CASE: **SLUP-20-003**

ADDRESS: **7101 Covington Hwy**

CURRENT ZONING: **C-1 (Local Commerical) District**

FUTURE LAND USE: **Urban Neighborhood**



Subject Property





PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

PROJECT OVERVIEW

Location

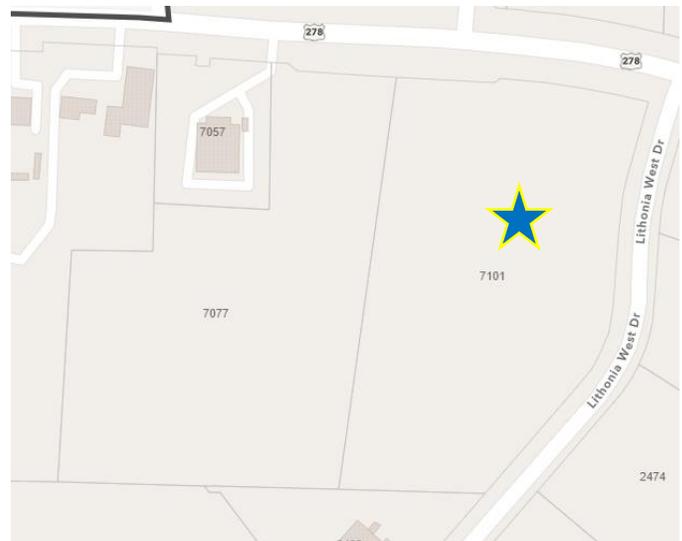
The subject property is located at 7101 Covington Hwy. The property is approximately 1,650 feet west of Covington Hwy and Lithonia Industrial Blvd intersection.

The property is bounded by Covington Hwy to the north, by an industrial zoned property to the south, an undeveloped parcel to the east and commercial zoned property to the west.

Background

Currently, the property has kept its original zoning classification of C-1 (Local Commercial) 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 been partially been developed with paved road existing on the property and sewer pipes. The topography of the property is characterized as being even throughout.





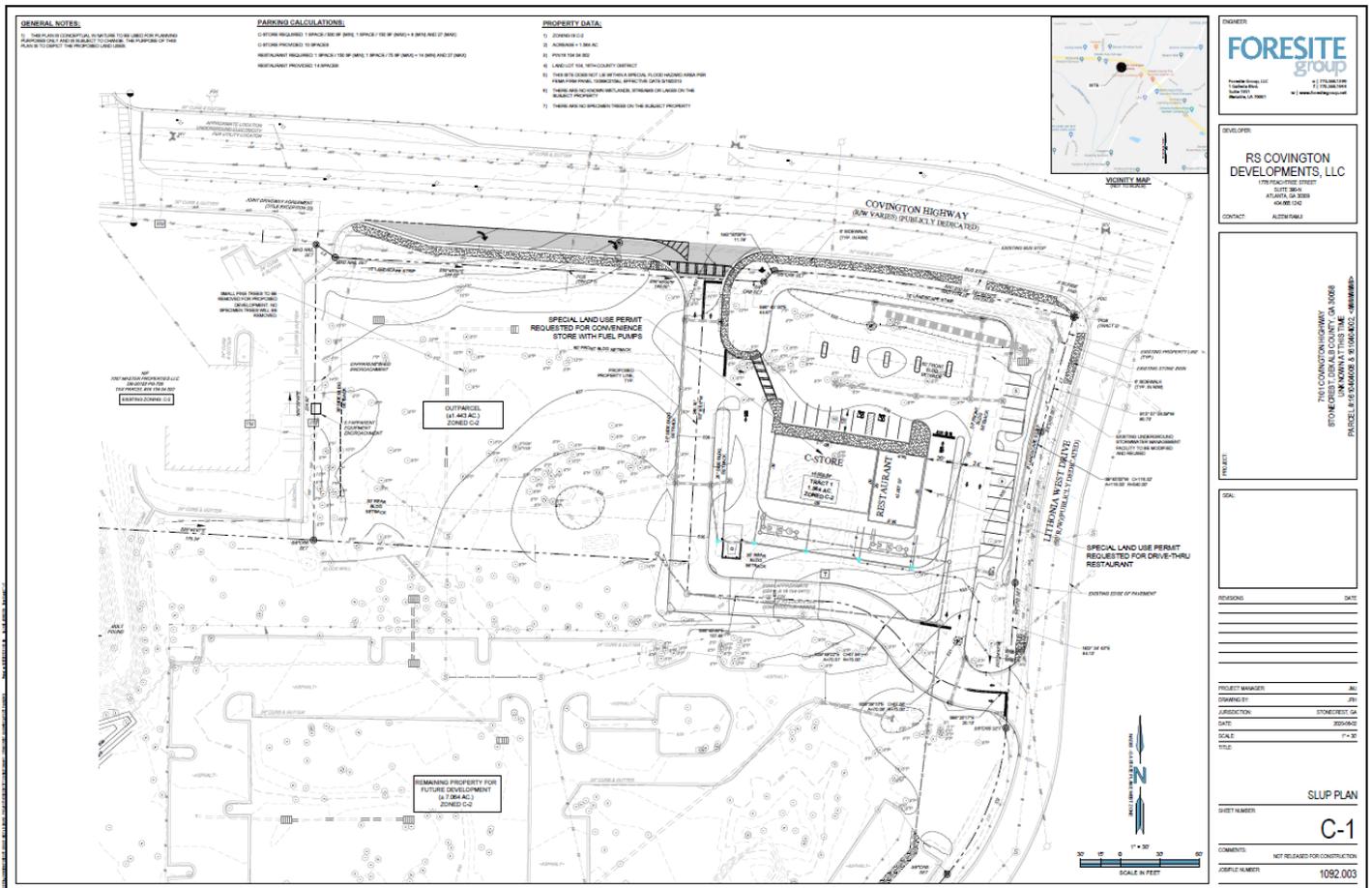
PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

Rezoning Request

The applicant is requesting special land use permits the subject property to construct a 6,000 commercial convenience store and drive through. It should be noted the applicant can build the convince store with accessory fuel pumps without a SLUP per Sec.4.2.28 Stonecrest Zoning Ordinance. The applicant indicated it would prefer to develop the property with the restaurant drive, though than just a standalone convenience store.

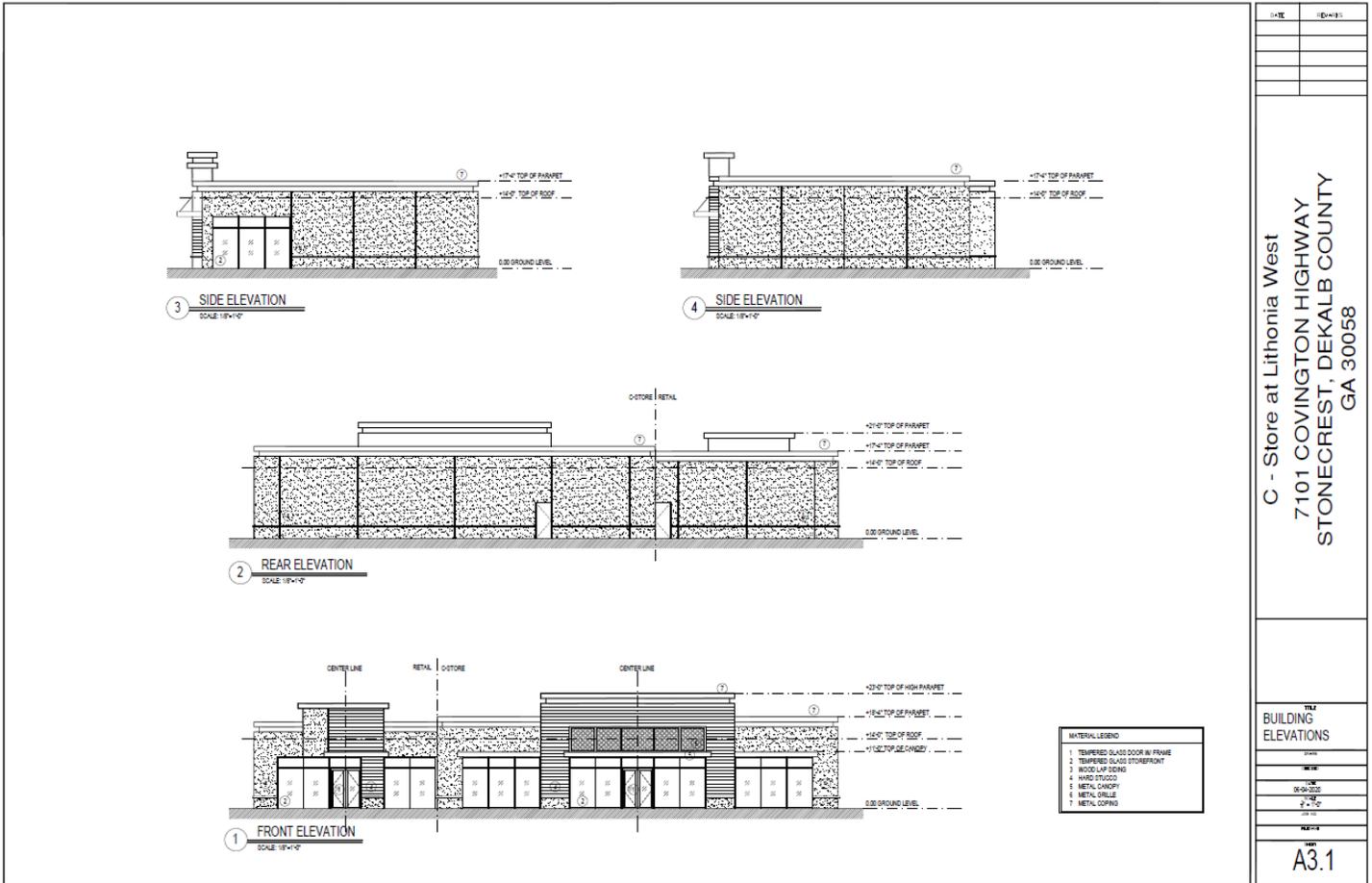
The first (A) request for the convenience store with accessory fuel pumps will be a total of 4,000 square feet, and the second (B) request is for the restaurant with a drive-through that will be 2,000 square feet. The applicant has provided a conceptual site plan and proposed elevations for review;

Conceptual Site Plan



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

Proposed Elevations



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 August 4, 2020, at 6:00 pm via the global meeting web application. Several residents attended the community meeting regarding special land use permit applications. There were several concerns from residents regarding traffic and type of business at the subject property.



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

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 4,000 square foot commercial space on 1.5 acres is adequate for the operation of a retail convenience store with accessory fuel pumps and 2,000 square feet for the restaurant drive through

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

Both the proposed convenience store with accessory fuel pumps and restaurant drive through is compatible with the adjacent properties and land uses in the district Staff believes a convenience store with fuel pumps and restaurant with a drive through retail would be with the surrounding business in the immediate area.

- 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 for both uses.

- 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.**

Covington Hwy classified as minor arterial, and the Planning Staff believes little or no impact on the public streets or traffic in the area for both uses.

- 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 traffic generated by the proposed uses. Covington Hwy is a minor arterial road that is designed to handle a commercial development.

- 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.**



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

The existing subject property can be accessed by vehicles via an existing curb cut with a driveway on Covington Hwy and secondary access via Lithonia West Drive. 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 will not create an adverse impact upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use. The adjoining property is zoned commercial.

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 uses will not create an adverse impact upon any adjoining land use by reason of the hours of operation of the proposed uses. The adjoining property is undeveloped.

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 proposed uses will not create an adverse impact upon any adjoining land use by reason of the manner of operation of the proposed uses. The adjoining property is undeveloped.

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 policies of the comprehensive plan. Staff believes the convenience store with accessory fuel pumps and restaurant with a drive-through is intended for small-scale convenience goods or services meant for the area. There are several similar business places along Covington Hwy.

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 uses do not require buffer and transitional buffers required by the zoning district.

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.



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

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 and restaurant with drive through 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 4.2.23 and 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 uses will not exceed the height of nearby residential structures. The proposed building would be similar to the height of other commercial developments in the area. There will be no negative shadow impact on any adjoining lot.

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 a convenience store with fuel pumps would result in excessive proliferation of similar use in the subject character area as there are no other existing convenience stores. The proposed use of restaurant with a drive-through would not result in a disproportionate proliferation.

T. 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 convenience store with auxiliary fuel pumps would not be consistent with the needs of the neighborhood or the community as a whole, and the restaurant drive-through would be consistent with the needs of the neighborhood and compatible with the neighborhood and is not in conflict with the overall objective of the comprehensive plan.



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

STAFF RECOMMENDATION

Base on the findings and conclusions, it appears the applicant does not meet all the criteria for approval. However, since the applicant has the right to construct a convenience store with fuel pumps without the special land use permit by meeting three of four criteria in Sec 4.2.23 of the zoning ordinance. The Staff believes the convince store with fuel pumps and restaurants with a drive, though, would be a better fit for the city than the standalone convenience store. Therefore, Staff recommends, **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. Nightclub.
 - e. Skating rink; and
 - f. indoor and/or outdoor recreation.
2. The site shall be developed in general conformance with the site plan received by the City on June 6, 2020.
3. Exterior elevations shall be similar to the elevations received by the City on June6. 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 Covington Hwy.
5. Owner/Developer shall obtain all permits required by the City of Stonecrest in accordance with the development of the subject property.

PLANNING COMMISSION RECOMMENDATION

On Wednesday, September 16, the Planning Commission recommends **Approval** of **SLUP-20-003** with 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. Nightclub.
 - e. Skating rink; and
 - f. indoor and/or outdoor recreation.
2. The site shall be developed in general conformance with the site plan received by the City on June 6, 2020.
3. Exterior elevations shall be similar to the elevations received by the City on June6. Final elevations shall be subject to review and approval of the Planning and Zoning Director.



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

4. Owner/Developer shall install a five-foot (5') wide sidewalk along the entire frontage of Covington Hwy.
5. Owner/Developer shall obtain all permits required by the City of Stonecrest in accordance with the development of the subject property



September 16th, 2020

Planning Commission

Public Hearing



SLUP-20-002

**6623 Housworth Lane, Stonecrest,
GA 30038**

Petition Information

- APPLICANT: Angaleque Crawford-Fowler
- LOCATION: 6623 Hosuworth Lane
- ACREAGE: 0.3 Acres
- REQUEST: The applicant is requesting a Special Land Use Permit (SLUP) for the operation of childcare home up to six (6) children.

General Information

- Current zoning: (R-85) Residential Medium Lot District
- Future Land Use Character Area: Suburban Residential
- Policies for this area emphasize:
 - Protect stable neighborhoods from incompatible development that could alter established single-family residential development pattern and density.
 - Encourage residential development to conform with traditional neighborhood development principles including improved pedestrian vehicular activity. .
- Surrounding uses: Residential.
- Surrounding zoning: R-85 (Residential Med Lot) District

Aerial Map



ZONING CASE: **SLUP-20-002**

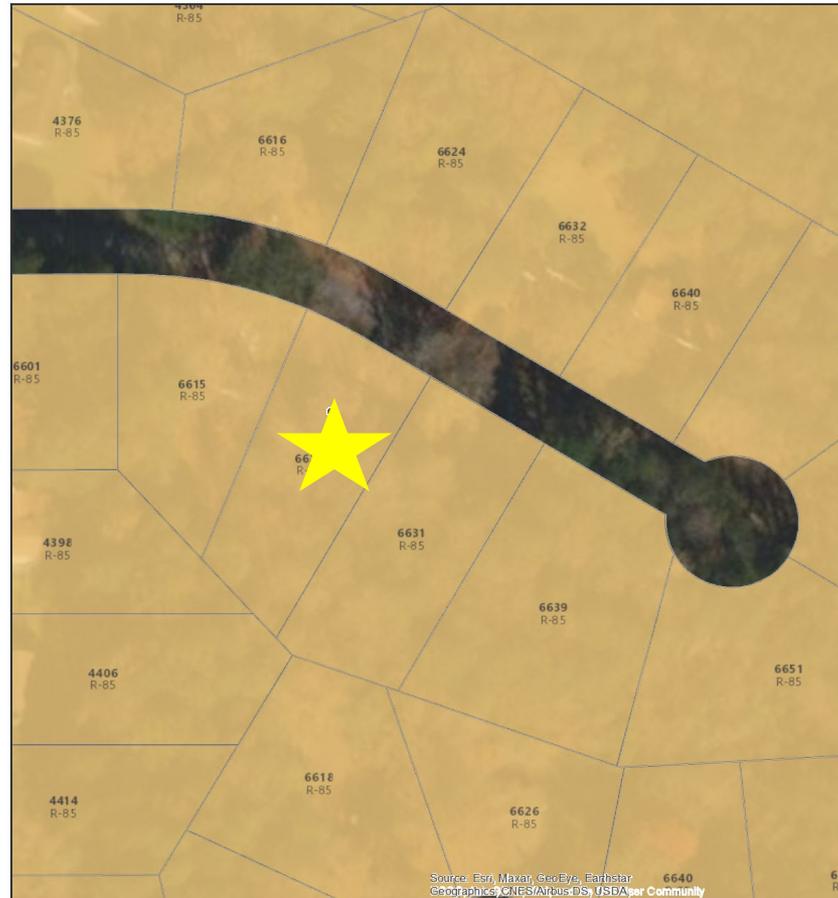
ADDRESS: **6623 Housworth Lane**

CURRENT ZONING: **R-85 (Residential Med Lot)**

FUTURE LAND USE: **Rural Residential**

0 0.0125 0.025 mi

Zoning Map



ZONING CASE: **SLUP-20-002**

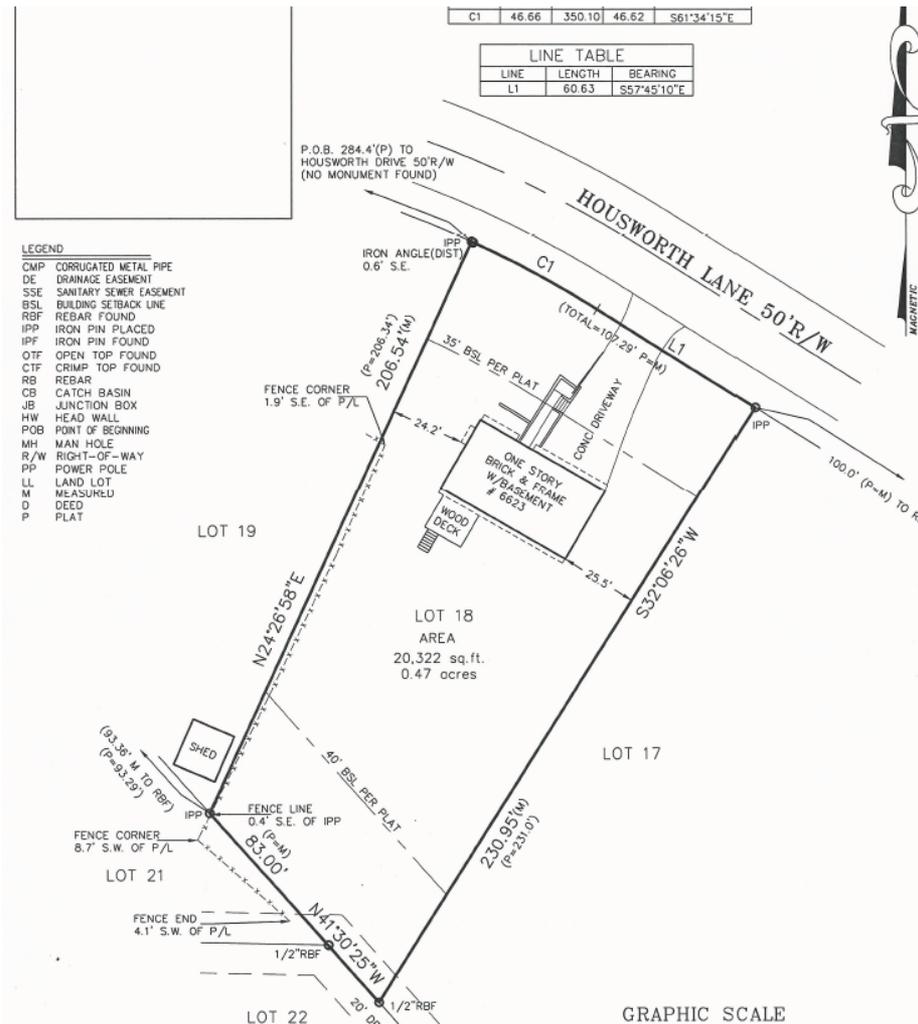
ADDRESS: **6623 Housworth Lane**

CURRENT ZONING: **R-85 (Residential Med Lot)**

FUTURE LAND USE: **Rural Residential**

0 0.0125 0.025 mi

Survey of Proposed Child Care Home



Elevation of subject property



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

STANDARDS OF REVIEW

- K. Whether the proposed use is consistent with the policies of the comprehensive plan.**
- 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.**
- M. Whether there is adequate provision of refuse and service areas.**
- N. Whether the length of time for which the special land use permit is granted should be limited in duration.**
- 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.**
- P. Whether the proposed use will adversely affect 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.**
- 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.**
- S. Whether the proposed use would result in a disproportionate proliferation of that or similar uses in the subject character area.**
- T. 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

Base on the findings and conclusions, it appears the applicant meets all the criteria for approval. Therefore, staff recommends **APPROVAL** of **SLUP-20-002** the following conditions;

1. Limit the use of childcare homes only to five (5) persons.
2. Access shall be limited to the existing curb cut off Housworth Lane.
3. All refuse containers shall be screened from public view except during pick up.
4. No identification sign for childcare 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 license of business required building permits and certificates of occupancy from the city of Stonecrest.
7. The Special Land Use Permit shall be issued to Angaleque Fowler (operator) to operate a childcare home and shall not be transferable.



SLUP-20-003

**7101 Covington Hwy, Stonecrest,
GA 30038**

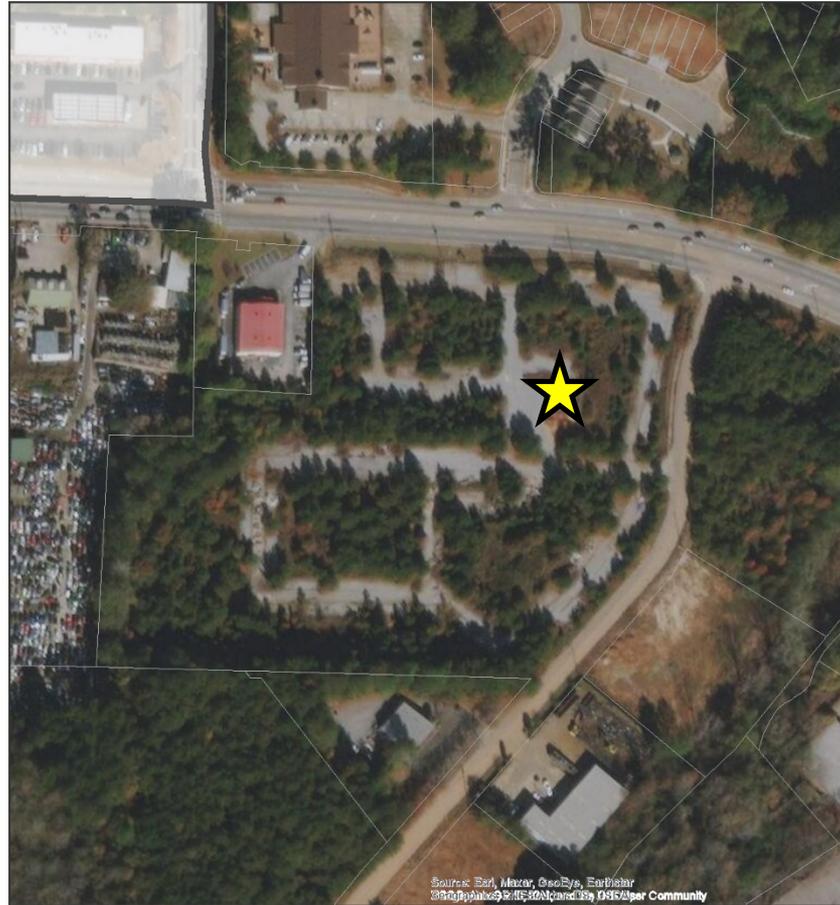
Petition Information

- **APPLICANT:** RS Covington Development c/o Julie Sellers
- **LOCATION:** 7101 Covington Hwy
- **ACREAGE:** 1.6 Acres
- **REQUEST:** The applicant is requesting a special land use permits to construct a 6,000 square foot convenience store with the accessory fuel pump and drive thru per Sec 4.2.23 and Sec.4.2.28

General Information

- Current zoning: (C-1) Local Commercial District
- Future Land Use Character Area: Urban Neighborhood
- Policies for this area emphasize:
 - Protect stable neighborhoods from incompatible development that could alter established single-family residential development pattern and density.
 - Promote street design that fosters traffic calming including narrower residential streets, on-street parking and the additional of bicycle and pedestrian facilities.
- Surrounding uses: Commercial and Industrial.
- Surrounding zoning: C-1 and M (Light Industrial) District

Aerial Map



ZONING CASE: **SLUP-20-003**

ADDRESS: **7101 Covington Hwy**

CURRENT ZONING: **C-1 (Local Commercial) District**

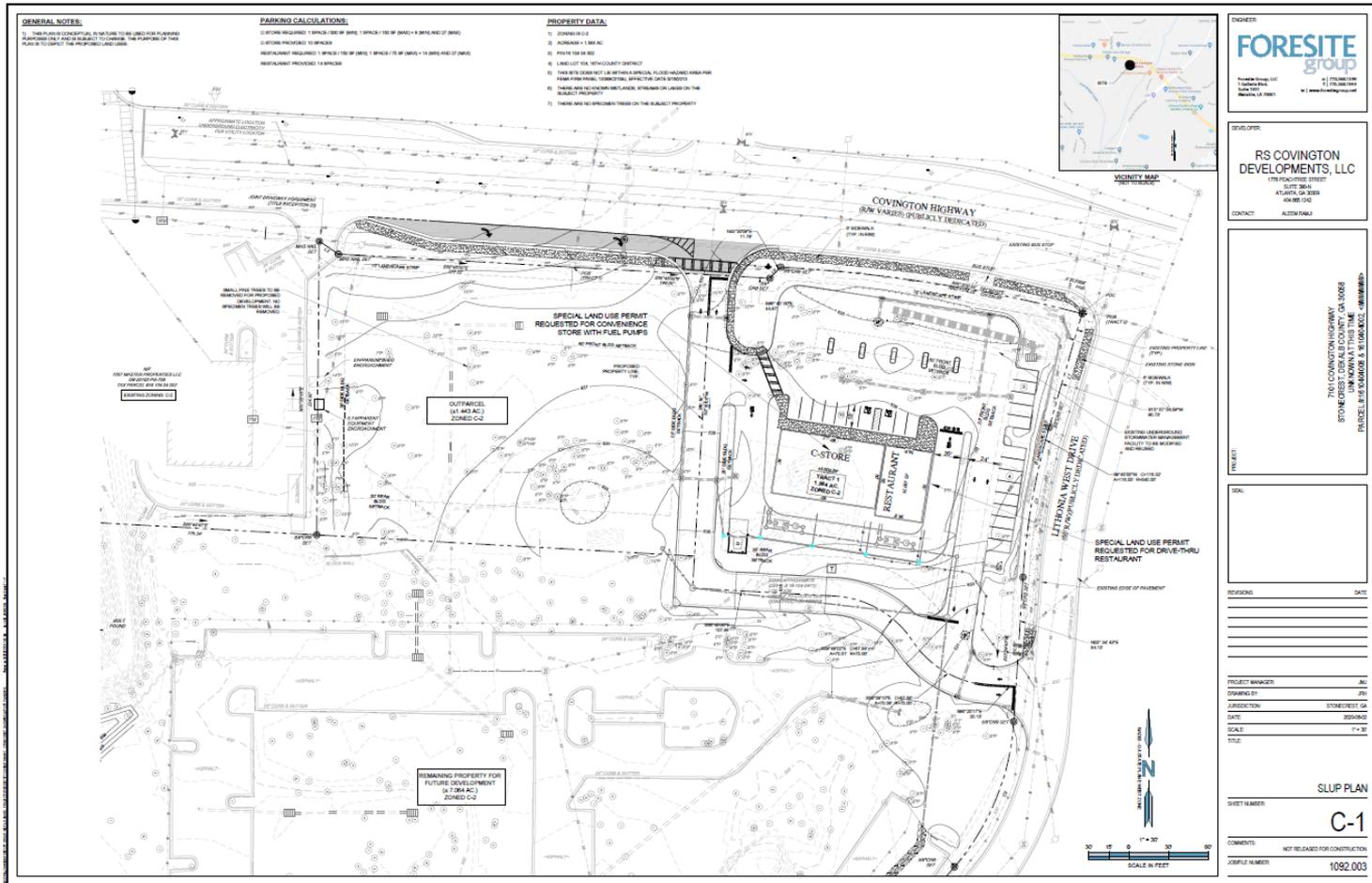
FUTURE LAND USE: **Urban Neighborhood**

0 0.025 0.05 mi

Zoning Map



Site Plan for Proposed Development



ENGINEER:
FORESITE group
 ForeSite Group, LLC
 1111 PINEWOOD DRIVE
 SUITE 100
 METairie, LA 70001
 TEL: 504.885.1111
 WWW.FORESITEGROUP.COM

DEVELOPER:
RS COVINGTON DEVELOPMENTS, LLC
 1111 PINEWOOD DRIVE
 SUITE 100
 METairie, LA 70001
 CONTACT: ALYSSA PARRIS

PROJECT:
 THE COVENANT HIGHERWAY
 STORE AND RESTAURANT
 PARCELS 101-100-100 & 101-100-100-100

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT MANAGER: JAC

DRAWING BY: JAC

APPROVED BY: JAC

DATE: 10/11/2023

SCALE: 1" = 30'

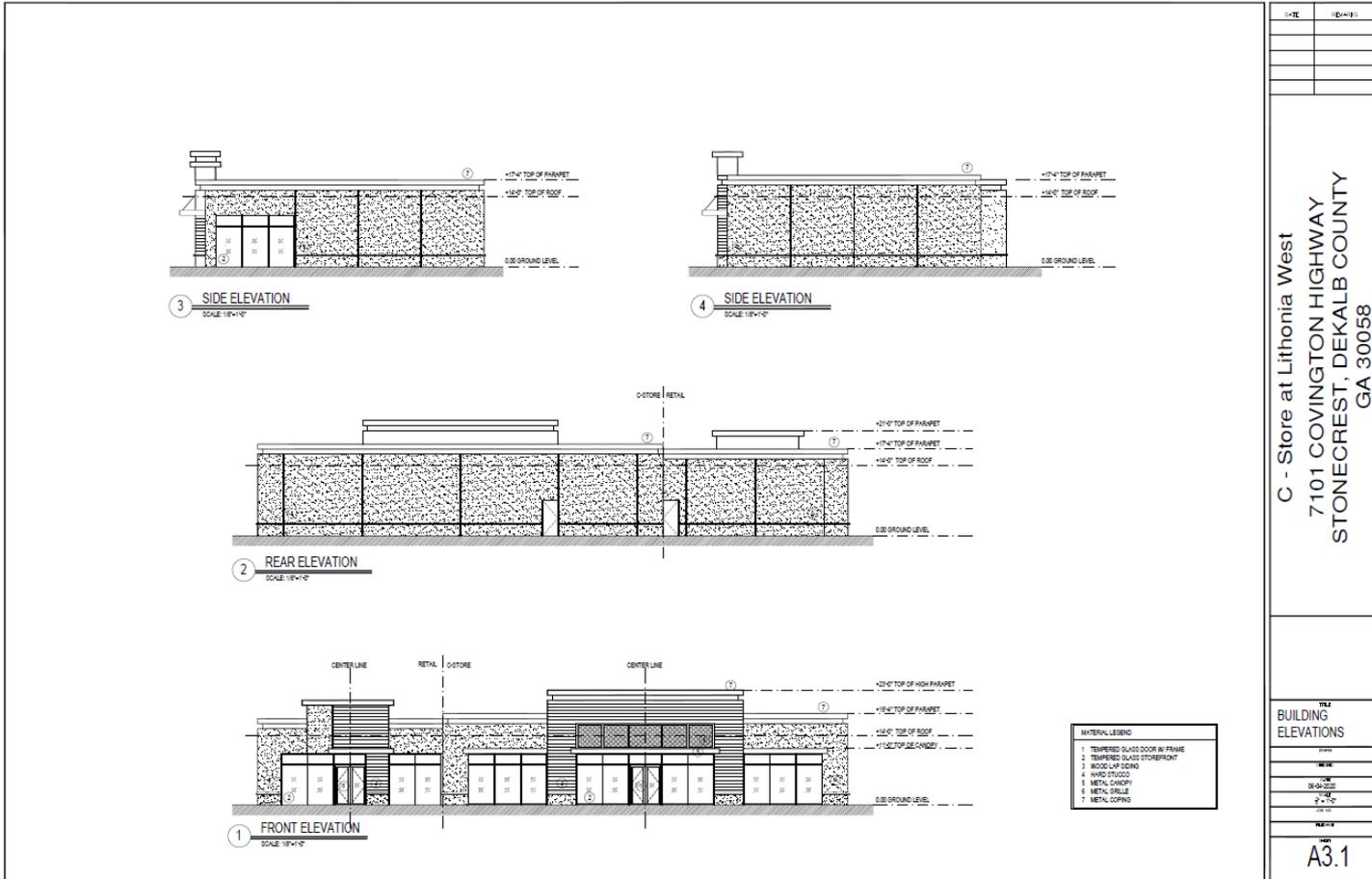
TITLE: SLIP PLAN

SHEET NUMBER: C-1

COMMENTS: NOT RELEASED FOR CONSTRUCTION

JOB NUMBER: 1092.003

Elevation of Commercial Development



DATE	REVISION
C - Store at Lithonia West 7101 COVINGTON HIGHWAY STONECREST, DEKALB COUNTY GA 30058	
BUILDING ELEVATIONS	
A3.1	

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

STANDARDS OF REVIEW

- K. Whether the proposed use is consistent with the policies of the comprehensive plan.**
- 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.**
- M. Whether there is adequate provision of refuse and service areas.**
- N. Whether the length of time for which the special land use permit is granted should be limited in duration.**
- 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.**
- P. Whether the proposed use will adversely affect 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.**
- 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.**
- S. Whether the proposed use would result in a disproportionate proliferation of that or similar uses in the subject character area.**
- T. 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

Base on the findings and conclusions, it appears the applicant does not meet all the criteria for approval. However, since the applicant has the right to construct a convenience store with fuel pumps without the special land use permit by meeting three of four criteria in Sec 4.2.23 of the zoning ordinance. The Staff believes the convince store with fuel pumps and restaurant with a drive, though, would be a better fit for the city than the standalone convenience store. Therefore, Staff recommends, **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. Nightclub.
 - e. Skating rink; and
 - f. indoor and/or outdoor recreation.
2. The site shall be developed in general conformance with the site plan received by the City on June 6, 2020.
3. Exterior elevations shall be similar to the elevations received by the City on June6. 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 Covington Hwy.
5. Owner/Developer shall obtain all permits required by the City of Stonecrest in accordance with the development of the subject property.

Planning Commission Recommendation

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

RESOLUTION NO. 2020-____

1 A RESOLUTION IN SUPPORT OF THE APPLICATION TO AND THE COMMITMENT TO
2 PROVIDE LONG-TERM MAINTENANCE AND MANAGEMENT FOR COMPLETED
3 PROJECTS APPROVED BY THE GEORGIA DEPARTMENT OF NATURAL RESOURCES
4 OUTDOOR STEWARDSHIP GRANT PROGRAM BY ANY PRIVATE THIRD-PARTY WHO
5 SECURES THE GRANT FUNDING; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL
6 CONFLICTING RESOLUTIONS; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER
7 LAWFUL PURPOSES.

8
9 **WHEREAS**, Mayor and Council of the City of Stonecrest, Georgia reviewed a
10 presentation regarding certain improvements to city parks and grant funding options; and

11 **WHEREAS**, it was presented that the City of Stonecrest, Georgia should support the
12 submittal of applications by private third parties to the Georgia Outdoor Stewardship Grant
13 Program in the hopes of securing grant funding; and

14 **WHEREAS**, the City of Stonecrest, Georgia does hereby support private third-party
15 applications to the Georgia Outdoor Stewardship Grant Program for eligible projects; and

16 **WHEREAS**, the City of Stonecrest, Georgia further agrees that in the event that the project
17 application is recommended for funding by the Department of Natural Resources, Mayor and
18 Council for the City of Stonecrest, Georgia will commit to the maintenance and management of
19 the improvements made after the project is completed; and

42 and Everett Park are patrolled by City of Stonecrest Park Ambassadors and the DeKalb County
43 Game Warden.

44 **SECTION II**

45 (a) It is hereby declared to be the intention of the Mayor and Council that all sections,
46 paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment,
47 believed by the Mayor and Council to be fully valid, enforceable and constitutional.

48 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
49 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this
50 Resolution is severable from every other section, paragraph, sentence, clause or phrase of this
51 Resolution. It is hereby further declared to be the intention of the Mayor and Council that, to
52 the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this
53 Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase
54 of this Resolution.

55 (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution
56 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
57 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the
58 express intent of the Mayor and Council that such invalidity, unconstitutionality or
59 unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional
60 or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or
61 sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases,
62 clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional,
63 enforceable, and of full force and effect.

64 **SECTION III**

65 All resolutions and parts of resolutions in conflict herewith are hereby expressly repealed.

66

67

SECTION IV

68 This Resolution shall become effective upon the date of approval and execution by the

69 Mayor and Council of the City of Stonecrest, Georgia.

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71 **SO RESOLVED, this _____ day of _____, 2020.**

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CITY OF STONECREST, GEORGIA

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Jason Lary, Sr., Mayor

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80 **ATTEST:**

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Megan Reid, City Clerk

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88 **APPROVED AS TO FORM:**

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City Attorney

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CITY COUNCIL AGENDA ITEM

SUBJECT: External Audit of Government Credit Cards and/or Purchasing Cards

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: 10-2-2020

Work Session:

Council Meeting: X

SUBMITTED BY: Jazzmin Cobble, George Turner, Rob Turner, Tammy Grimes

PURPOSE: Contract with an external auditing firm to conduct a comprehensive audit of all the government purchasing/credit cards transactions from 2017-2020 to ensure compliance with the Purchasing Card Policy and State of Georgia Laws.

HISTORY: During the presentation of the FY2019 external audit presentation, one of the management observations/recommendations was that the 5 purchasing card holders kept possession of the cards at all times and it is recommended that when not in use the cards should be securely locked in the accounting manager's office for safekeeping and control purposes. When following up on this recommendation, Doug Moses of Maulden & Jenkins informed us that the audit sample requested from the city were transactions from December 2019 only. When asked if quarterly or monthly reconciliation reports were requested of the city, we were informed that they were not. When asked if purchasing card holder agreements were verified, we were informed that they were not.

FACTS AND ISSUES: To date, the city council has not been made aware of any monthly or quarterly reviews and audits of the government purchasing/credit card transactions for the years 2017-2020. According to the Purchasing Card Policy Section H: Accounting and Auditing, *"the administrator will conduct monthly and/or quarterly reviews and audits of all government purchasing card or government credit card transactions"*. In section G, *"the city designates the City Manager as the program administrator"*.

Additionally, in section J of the policy, *"before being issued a government purchasing card or government credit card under this policy and state law, all authorized users of government purchasing cards or government credit cards shall sign and accept below indicating that such user will use such cards only in accordance with the policies of the city and with the requirements of state."*

After conducting a preliminary review of the government purchasing/credit cards from 2018-2020, a few transactions stood out as questionable (see attached). Therefore, we thought it would be best to have a full, external review conducted to ensure compliance with the Purchasing Card Policy and State of Georgia Laws.

OPTIONS: Contract with an external auditing firm to conduct a comprehensive audit of the government purchasing/credit card transactions for the years 2017-2020 to ensure compliance with the Purchasing Card Policy and State of Georgia Laws. This should be executed within 30 days of the affirmative vote of the city council.

RECOMMENDED ACTION: Contract with an external auditing firm to conduct a comprehensive audit of the government purchasing/credit card transactions for the years 2017-2020 to ensure compliance with the Purchasing Card Policy and State of Georgia Laws. This should be executed within 30 days of the affirmative vote of the city council.

Comments, Recommendations, & Other Issues

❖ Management Recommendations for Improvement

1. **Purchase Cards** - During our testing of credit card transactions we noted that, for the five (5) employees that are issued a credit card, the cards are maintained by the five (5) employees and are kept in their possession at all times. While they are the only five (5) employees that are issued cards and authorized to make purchases, we recommend that, when not in use, the credit cards be securely locked and kept in the Accounting Manager's office for safekeeping and control purposes.
2. **Checks Custody** - During our inquiry with management and walkthrough of the City's controls for the cash cycle, we noted that the City had not been making timely deposits with payments and/or checks received and that several payments were held in custody by finance. We recommend that the City not maintain custody of payments and/or checks received and timely submit for deposit to the bank as necessary.
3. **Payroll Liabilities** - During our testing of payroll expense, we noted that the City had accrued payroll liabilities for FICA, Federal and State withholding taxes at year end. It was determined that the City's finance department had failed to remit payroll related taxes to the federal and state entities during a five (5) month period in 2019, causing the need to accrue the liabilities at fiscal year end. We recommend that the City timely remit all payroll related taxes and other liabilities when salaries are paid to avoid incurring penalties to the IRS and other tax agencies.
4. **Municipal Court Bank Account** - During our testing of cash balances and review of the City's bank accounts, we noted that the City does not have a separate bank account for its Municipal Court and related activity. GASB Statement No. 84, *Fiduciary Activities*, will be applicable to the City's financial reporting in the next fiscal year and beyond, for which the City's Municipal Court activity will apply. We recommend that the City create a separate bank account or cash account to track the activity of the Municipal Court for ease of implementation and financial reporting in accordance with GASB Statement No. 84, *Fiduciary Activities*.





CITY COUNCIL AGENDA ITEM

SUBJECT: Contract Management

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: 10-2-2020

Work Session:

Council Meeting: X

SUBMITTED BY: Jazzmin Cobble, George Turner, Rob Turner, Tammy Grimes

PURPOSE: Decide recourse options to take for 2 contracts that have been executed outside of the purchasing policy requirements.

HISTORY: It has been determined that at least 2 contracts, The Cornelius Group and Sean DePalma, have been executed under the non-competitive bid option which requires a properly executed and authorized requisition for the procurement as well as at least three informal written quotes for the procurement. Additionally, if a sole source procurement option was selected as the non-competitive procurement method, the purchasing policy requires that the user submit a justification to the purchasing agent after the approval by the city manager or the city council.

FACTS AND ISSUES: To date, neither the authorized requisition, 3 written informal quotes, justification nor approval from the city council has been provided to support the execution of these 2 specific contracts. According to the terms of the contract, the city has paid approximately \$5,000 against The Cornelius Group contract and approximately \$7,500 against the contract with Sean DePalma. Section G: Disclaimer of Responsibility for Improper Purchasing of the purchasing policy states “..... *any person acting outside this Policy or the authorization or delegation as provided in this Policy. The expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly*”.

OPTIONS: The city attorney provided options that the council can take regarding contracts that have been executed outside of the requirements listed in the purchasing policy. In short, “*Georgia law provides that the City cannot be bound to perform or pay monies under a contract or procurement that was made by public officer without the requisite authority to bind the City. If the requirements of the purchasing policy have not been met regarding procurement for any purchase, expenditure or agreement, the City may choose to either: (1) ratify the procurement; or (2) disclaim any and all responsibility and liability for the procurement*”.

RECOMMENDED ACTION:

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") made July 24, 2020 by and between The City of Stonecrest ("Employer") and The Cornelius Group, LLC ("Independent Contractor").

Independent Contractor is an expert professional willing to provide certain skills and abilities to the Employer that the Employer has a demand and need.

In consideration of the mutual terms, conditions, and covenants hereinafter set forth, Employer and Independent Contractor agree as follows:

1. Work Status. The Employer hereby employs the Independent Contractor as a Liaison for External Affairs to the City of Stonecrest (with no set "work" hours), and the Independent Contractor hereby accepts employment.

2. Start Date. The term of this Agreement shall commence on Monday, July 27, 2020. Either party may, without cause, terminate this Agreement by giving 60 days written notice to the other.

3. Services Provided. The Employer shall pay to the Independent Contractor and the Independent Contractor shall accept from the Employer as compensation for the following services to be provided:

- Build and maintain good working relationships with community groups and stakeholders
- Convey the City of Stonecrest's priorities to community groups and stakeholders
- Generate meetings/events between groups/stakeholders and the City of Stonecrest
- Independent Contractor reports directly to the Mayor of the City of Stonecrest

4. Compensation. The Employer shall compensate the Independent Contractor in the following manner:

- \$15,000 for six months, to be paid monthly in the amount of \$2,500
- Option to renew agreement after six months
- Six months term per renewal

5. Insurance. The Independent Contractor shall not be required to have insurance attributed to their service provided. If so, such insurance shall be reimbursed by the Employer.

6. Travel Expenses. The Independent Contractor's travel expenses shall be reimbursed by the Employer, if agreed upon and approved for said trip, and will be done in writing for each travel need.

7. Materials. The Independent Contractor's materials used for providing the services shall not be reimbursed by the Employer, unless agreed upon, and put in writing.

8. Other Business Activity. The Independent Contractor may engage in other business activities provided, however, that Independent Contractor shall not during the term of this Agreement shall not conflict with the Employer's employees, clients, accounts, or other related business endeavors of the Employer.

9. Unplanned Events. If for reasons beyond the control of the Employer and Independent Contractor should affect this Agreement, this Agreement shall terminate immediately. Such events include, but are not limited to, illness, incapacitation, death, or other "Acts of God".

10. Assignment. Neither the Employer nor the Independent Contractor may assign this Agreement without the express written consent of the other party.

11. Relationship Defined. Nothing in this Agreement shall indicate the Independent Contractor is a partner, agent, or employee of the Employer.

12. Final Agreement. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

13. Legal Notice. All notices or required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail – Return Receipt Requested, postage prepaid, addressed to the party's last known address listed below:

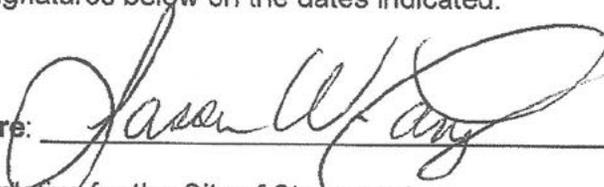
Employer's Address: 3120 Stonecrest Blvd., Stonecrest, GA 30038

Independent Contractor's Address: [REDACTED]

14. Governing Law. This Agreement shall be construed in accordance with and governed by the laws under the State of Georgia.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

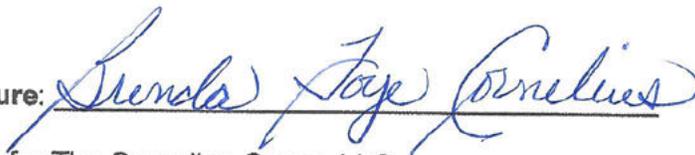
Employer's Signature: _____



Print Name: Representative for the City of Stonecrest

Date: July 24, 2020

Independent Contractor's Signature: _____



Print Name: Brenda Foye Cornelius for The Cornelius Group, LLC

Date: July 24, 2020

Sean G. De Palma & City of Stonecrest City
CONTRACT AGREEMENT
2020
MUNICIPAL CONSULTANT SERVICES

This Agreement made and entered into this day of June in the year 2020; by and between The City of Stonecrest City, Georgia, having its principal place of business at 3120 Stonecrest Blvd., Stonecrest, Georgia and Sean G. De Palma ("Consultant"), located at [REDACTED]

WHEREAS, the City of Stonecrest is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Stonecrest; and

WHEREAS, the City of Stonecrest will render a monthly payment of \$2,500 for services to furnish all items, labor services, materials and appurtenances called for by them in accordance with the scope of services. Consultant is required to provide the services as called for in the specifications; and

WHEREAS, the Consultant's submittal was deemed by the City of Stonecrest to be qualified per the scope of services.

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

That the Consultant has agreed and by these present does agree with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out as delineated in "Exhibit A" (Scope of Services) and complete in a good, firm, substantial and workmanlike manner. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

EXHIBIT A - SCOPE OF SERVICE

Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. The term of this contract shall align with the City's fiscal year from January 1 to December 31 and shall be from commencement of services and until all services are rendered. All invoices postmarked by the City during said term shall be filled at the contract price.

4.1 Option to renew: Unless either party gives thirty days (30) notice of its intent to not renew, this Agreement upon signing a renewal agreement will automatically renew for up to two (2) additional one (1) year renewal periods, (each, a "Renewal Term") at the expiration of the Term. Thereafter, both Parties must agree to renew "Via an amendment to this Agreement.

4.2. Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Consultant, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

This Contract may be extended by mutual consent of both the City and the Consultant for reasons of additional time, additional services and/or additional areas of work.

5.0 Independent Consultant

5.1. The Consultant shall be an independent Consultant. The Consultant is not an employee, agent or representative of the City of Stonecrest. The successful Consultant shall obtain and maintain, at the Consultant's expense, all permits, license or approvals that may be necessary for the performance of the services. The Consultant shall furnish copies of all such permits, licenses or approvals to the City of Stonecrest Representative within ten (10) day after issuance.

5.2 In as much as the City of Stonecrest and the Consultant are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Consultant agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Consultant to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Consultant shall assume full liability for any contracts or agreements the Consultant enters into on behalf of the City of Stonecrest without the express knowledge and prior written consent of the City.

6.0 Indemnification

6.1 The Consultant agrees to indemnify and hold harmless the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims,

(i) In the event the Consultant is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract as of the date on which the license or certification is no longer in effect;

(ii) The City determines that the actions, or failure to act, of the Consultant, its agents, employees or subconsultants have caused, or reasonably could cause, life, health or safety to be jeopardized;

(iii) The Consultant furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

11.2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause or the City to declare the Consultant in default of its obligations under the Contract:

- (i) The Consultant fails to deliver or has delivered nonconforming goods or services or fails to perform to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Consultant;
- (ii) The Consultant becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (iii) The Consultant has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (iv) The Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or

11.3. Notice of Default. If there is a default event caused by the Consultant, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Consultant. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- (i) Immediately terminate the Contract without additional written notice; and/or

12.1 Claims Procedure

A. If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City directed work as provided in section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Consultant's only remedy shall be to file a Claim with City as provided in this section.

B. Consultant shall file its Claim within the earlier of: 120 Days from City's final in accordance with section 8; or the date of Final Acceptance,

C. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect) impact, and consequential) to which Consultant may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.

D. If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Consultant believes an extension in the Contract Time should be granted; and Consultant's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.

E. If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the

Claim is made in good faith, that the supporting cost and pricing data are true and accurate but he best of Consultant's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Consultant believes City is liable.

F. After Consultant has submitted a fully-documented Claim that with all applicable provisions of section 8, City shall respond, in writing, to Consultant with a decision within sixty (60) Days the date the Claim is received. or with notice to Consultant of the date by which it will render its decision.

12.2 Arbitration

A. If Consultant disagrees with City's decision rendered in accordance with section 12. If, Consultant shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim, failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Consultant and its Subconsultants.

B. Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:

13.2. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Consultant shall be considered the property of the Consultant. The Consultant shall be allowed to retain all documents relied upon or produced in the performance of professional services. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

13.3. Subpoena. In the event that a subpoena or other legal process is served upon the Consultant for records containing confidential information, the Consultant shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

13.4. Reporting of Unauthorized Disclosure. The Consultant shall immediately report to the City any unauthorized disclosure of confidential information.

13.5. Survives Termination. The Consultant's confidentiality obligation under the Contract shall survive termination of the Contract.

14.0 Compliance with All Laws and Licenses

The Consultant must obtain all necessary licenses and comply with local, state and federal requirements. The Consultant shall comply with all published laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

15.0 Assignment

The Consultant shall not assign or subcontract the whole or any part of this Agreement without the City of Stonecrest 's prior written consent.

16.0 Amendments in Writing

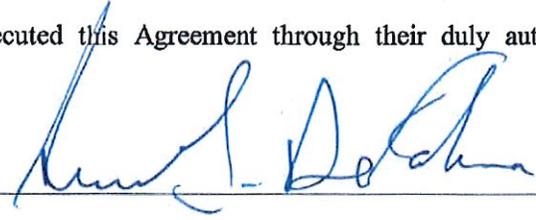
No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

17.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Consultant packaging, Invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

By:



Title: Principal Consultant

Date: 23JUN20

City of Stonecrest, Georgia

By:


Jason Lary

Title: Mavor

Date:

June 25, 2020

EXHIBIT A
SCOPE OF SERVICES

MUNICIPAL CONSULTANT SERVICES

1. Assisting the P&R department and the City Administration to review final draft and obtain key stakeholder's final input of the Parks and Recreation Master Plan. Present and advocate codifying the Parks and Recreation Master Plan to Mayor and Council.
2. Make available expertise to assist the implement Parks and Recreation Master Plan components.
3. Advise on budget preparation, assist with solidifying department's draft submission of annual budget to administration, identifying revenue opportunities and providing clear justifications for expenditures.
4. Provide guidance to contracting the purchase of amenities, services, and facilities. Including assistance with drafting scopes and standards for bids.
5. Support planning to the department's staff regarding on-board new programming and implementing community engagement.
6. Recommend strategic approaches to solidifying valuable partnerships.
7. Deliver guidance to pursue alternative funding and assistance in completing grant applications.
8. Offer insight to professional standards for department operational practices and policies.
9. Advise director on the various topics discussed during transition period. Available to advise director on all subjects as request.
10. Available to discuss a strategic plan in acquiring additional park properties.

City of Stonecrest, GA

Financial Management Policies
Purchasing Policy

Purchasing Policy

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Purchasing Policy

PURCHASING POLICY

I. Purpose

The purpose of this policy is to state the City's position regarding the responsibility and authority for the acquisition and contracting for Goods, Services, Professional Services, Real Estate, and Capital Assets. This document will clarify purchasing functions and outline purchasing policies, as well as describe departmental relationships, responsibilities and participation in the procurement cycle. This policy will provide control functions, assure proper record keeping and confirm purchases in writing to allow the City to meet the following goals:

- A. Maintain at all times and under all conditions a continuous supply of Goods and Services necessary for the operation of the City;
- B. Encourage and promote fair and equal opportunity for all persons doing, or seeking to do, business with the City;
- C. Safeguard the quality and integrity of the City's procurement process;
- D. Ensure compliance with laws and regulations pertaining to the procurement of Goods, Services, Professional Services, Real Estate, Construction Services and Capital Assets;
- E. Manage procurement and inventories of purchased Goods to meet the use requirements of City departments at the most advantageous cost to the City;
- F. Administer procurement contracts and contract amendments; and
- G. Properly dispose of all material and equipment declared to be surplus or obsolete.

In addition, this policy is to set a standard of environmentally preferable procurement and demonstrate the City's commitment to environmental, economic, and social stewardship. The City has a unique opportunity to further expand its leadership in the area of environmentally preferable purchasing, and through its actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. This policy will guide the City's efforts in procuring environmentally preferable Goods and Services.

The philosophy behind this policy is one of separating the need for Goods and Services from the function of negotiation and executing the necessary contractual purchase agreement.

The Purchasing Policy outlined herein shall be used in conjunction with the Purchasing Card Policy.

Purchasing Policy

II. Scope

The scope of this purchasing policy covers the procurement of most Goods and Services for non-construction purposes without regard to the past method by which the material or service has been or is customarily procured. The policy covers all contractual and purchase agreements between the City and another Person. The procurement function includes the initial agreement/purchase, changes and/or re-negotiations. This policy establishes the specific responsibility and authority of the procurement of materials and services.

As part of the audit process, the internal controls and accounting processes outsourced to municipal services Vendors will be evaluated and a measure of assurance given as a requirement of completion of the City's annual audit. The staff of outsourced municipal services Vendors assigned to work at City offices and perform purchasing activities on behalf of the City is not exempt from the City's adopted Purchasing Policy. Furthermore, unless due to the lack of competitive options, the City will not typically procure Goods and Services from outsourced municipal services Vendors not expressly stated in their contract to provide municipal services or which do not have a direct impact on the Vendor's ability to provide those contracted services.

The provisions of this policy do not apply to procurements for the following:

- A. Public works construction contracts to the extent governed by O.C.G.A. §36-91-1 et seq.;
- B. Services and construction whose procurement falls under a conflicting federal or Georgia statute;
- C. Land, artistic work, or other goods whose inherent nature is unique and cannot be competitively compared to other goods within its class, except as provided in Section VIII. Real Estate Acquisition;
- D. Employee Benefits and health related services procured through a quotation and negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records;
- E. Travel, entertainment, conferences, training, speakers, instructors, facilitators, and meeting expenses, or other expenditures covered by another City policy;
- F. Insurance procured through a negotiating process;
- G. Items or services procured for resale or to generate a revenue;
- H. Advertising;
- I. Subscriptions and dues established during the budget process;
- J. Utilities;
- K. Seized Property included in a court order authorizing disposal; and
- L. Contracts involving federal funding whose procurement falls under a conflicting federal or Georgia statute or regulation, except as provided in Section XI.

Purchasing Policy

III. Definitions

When used in this policy, the following words, terms and phrases, and their derivations, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. **ADDENDUM** means a change, clarification or correction in the Solicitation Documents, prior to the award of a Contract.
- B. **AMENDMENT** means an agreed upon change order, addition to, deletion from, correction or modification of a Contract including a Contract Extension or a Contract Renewal.
- C. **APPEAL** means a specific written objection by an interested Person to a Request for Qualifications, a Request for an IWQ, an Invitation for Bid, an Invitation to Negotiate, a Request for proposal, or an award or proposed award of a Contract, with the intention of receiving a remedial result.
- D. **BID / PROPOSAL BOND** means a form of bid security executed by the Bidder (or Proposer) as principal and by a Surety, to guarantee that the Bidder (or Proposer) will enter into a Contract within the time specified in the Invitation for Bid or Request for proposals, and will furnish the necessary bonds and insurance, and meet any other requirements of those documents.
- E. **BIDDER** means a person or entity submitting a bid or quote to the City for the supply of Goods or Services.
- F. **BUYING COOPERATIVE OR ALLIANCE** means a group of public entity purchasers organized for the purpose of creating contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members of the group can benefit.
- G. **CAPITAL ASSET** is an item of personal property having a normal life expectancy of three years or more other than components.
- H. **CITY** means the City of Stonecrest and, as the context warrants, those persons or bodies authorized to act on its behalf, including but not limited to the City Council, committees, boards and staff.
- I. **CITY ETHICS POLICY** shall mean Article X, Ethics, of Chapter 2, Administration, of the Code of the City of Stonecrest, Georgia.
- J. **CITY FINANCE DIRECTOR/FINANCE DIRECTOR** means the City Accountant as described in the City Charter, his agent, or the department head of the City Finance Department, if such a department is in existence.
- K. **COMPETITIVE AWARD** means a procurement based upon the outcome of one of the competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.

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- L. CONSTRUCTION means the process of building, altering, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property including the provision of materials therefor. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings or real property.
- M. CONSTRUCTION SERVICES means services rendered by an independent and licensed contractor having expertise in Construction.
- N. CONTRACT means all types of City agreements for the purchase or disposal of Goods, Real Estate or Capital Assets, and the procurement of Services, Professional Services or Construction Services regardless of what they may be called, including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts and purchase orders. Contracts also include Amendments, modifications and supplemental agreements with respect to any of the foregoing. Every Contract must be duly authorized and approved prior to execution.
- O. CONTRACT EXTENSION means an Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current expiration date exist.
- P. CONTRACT RENEWAL means an exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.
- Q. EMPLOYEE means an individual drawing a salary or wage from the City whether on a full-time or part-time basis. The term shall encompass all members of the City Council without regard to whether or not such individuals are compensated. For purposes of this Purchasing Policy the term "employee" shall include, any Vendor or any employee of such Vendor who has entered into a Contract with the City to provide administrative and department services contemplated in Section 2.12 of the Charter of the City.
- R. EMERGENCY PROCUREMENT means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.
- S. EMERGENCY means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.
- T. ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES means Goods and Services that have a lesser or reduced negative effect on human health and the environment when compared with competitive Goods and Services that serve the same purpose.
- U. GIFTS or FAVORS means anything of any service or value. Value shall as defined in any City of Stonecrest ethics policy.

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- V. **GOODS or COMMODITIES** means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities other than Capital Assets.
- W. **GOVERNING AUTHORITY** means the Mayor and City Council of the City of Stonecrest or its designee(s).
- X. **INFORMAL WRITTEN QUOTES (IWQ)** means all documents utilized for soliciting quotations for Goods, Services, or Professional Services, in which award is made based on the lowest responsive and responsible quotation and in which the type or cost of the procurement does not require a more formal Bid or proposal process.
- Y. **INVITATION FOR BID (IFB)** means all documents utilized for soliciting bids, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. Bids are requested when requirements are clearly defined, price is the major determining factor for award, and a formal sealed submittal is required.
- Z. **INVITATION TO NEGOTIATE (ITN)** means documents used for soliciting competitive proposals in which negotiation of price and other factors is to commence after receipt of proposals and prior to recommendation of award. This process may be used when the scope of work is complex or difficult to define, if strict comparison of Services or Goods required may be difficult because components are likely to vary among Proposers or in any situation when it is in the City's best interest to negotiate prior to recommendation of award to obtain the Services or Goods that best meet the City's needs, price and other factors being considered.
- AA. **LATE BID/PROPOSAL** means a Bid or proposal received after the time or date such bid or proposal was due, as stated in the Solicitation Documents.
- BB. **LIFE CYCLE COST ASSESSMENT** means the comprehensive accounting of the total cost of ownership, including initial costs, energy and operational costs, longevity and efficacy of service and disposal costs.
- CC. **MULTIPLE AWARD SCHEDULE CONTRACT** means a Contract based upon one solicitation awarded to two or more Vendors to supply Goods or Services.
- DD. **NEGOTIATED AWARD** means a procurement made as the result of negotiations between the City and a Supplier, such as a Sole Source Procurement or Single Source Procurement or another instance, including competitive Invitation to Negotiate, where a Contract award based on direct negotiations with a Supplier of Goods or Services is appropriate.
- EE. **OFFICIAL** means any City elected or appointed person who holds office or any person appointed by the mayor and council of the City to serve on (1) the planning commission of the City, (2) any board or commission of the City having quasi-judicial authority; and, (3) any authority created by the City, either individually or jointly with other local governments pursuant to Georgia law.
- FF. **ONLINE REVERSE AUCTION** means a purchasing method wherein Bidders enter prices for items electronically, and their prices are displayed for other bidders to see with all Bidders given the opportunity to continually bid a lower price until the time period of the bid expires.

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- GG. ORDINANCE means related Administration Ordinance in Chapter 2 of the City's Municipal Code.
- HH. PAYMENT TERMS means the established due date for payments by the City to pay an invoice. Absent any agreement otherwise stated, the City's payment term will be Net 30.
- II. PERFORMANCE BOND means a bond provided by a contractor/supplier in which a surety guarantees to the City that the Goods or Capital Assets are delivered or the Services or Construction Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the City's requirements may, at the reasonable discretion of the City, be substituted for the performance bond.
- JJ. PERSON means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.
- KK. PRACTICABLE means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.
- LL. PRE-QUALIFICATION means the part of a competitive procurement process in which the City determines, based on standards developed for a specified product or service, which interested Vendors meet those standards and are eligible for further consideration in the purchasing process.
- MM. PROFESSIONAL SERVICES means services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education, licensing, training or skill (e.g. janitorial services). Professional Services include but are not limited to evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.
- NN. PROPOSER means a Person submitting a proposal or qualifications to the City for the supply of Goods, Capital Assets, Real Estate, Construction Services, Services, or Professional Services.
- OO. PURCHASE ORDER means a document approved and issued by the Purchasing Agent or designee and accepted by the Vendor to obtain Goods, Capital Assets, and Services.
- PP. PURCHASING is the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the City. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.
- QQ. PURCHASING AGENT means the principal purchasing official of the City who is authorized and appointed to purchase a range of Goods, Capital Assets, Real Estate, Services, Construction Services, or Professional Services on a routine basis.
- RR. REAL ESTATE means land and any improvements and appurtenances thereto.
- SS. REAL ESTATE ACQUISITION means the acquisition of a fee interest, estate for years or usufruct in Real Estate by purchase or lease.

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- TT. REQUEST FOR PROPOSALS (RFP) means all documents utilized for soliciting proposals for Goods, Capital Assets or Services, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. This method is used when factors in addition to price are considered for award.
- UU. REQUEST FOR QUALIFICATIONS (RFQ) means all documents utilized for soliciting qualifications for Goods, Services, Capital Assets, Construction Services or Professional Services.
- VV. REQUISITION means an internal document, provided by a department to the Purchasing Agent that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Capital Assets, Real Estate, Services, Construction Services or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.
- WW. RESPONSIBLE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the City, (a) has the capability in all respects to fully perform the Contract requirements; and (b) the integrity, experience, qualification, and reliability which assures good faith performance.
- XX. RESPONSIVE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the City, has submitted a bid or proposal that conforms in all material respects to the Solicitation Documents.
- YY. SERVICES mean any performance of effort or labor, for which the City has contracted other than Professional Services or Construction Services. Services include, but are not limited to, janitorial, landscaping, and street striping.
- ZZ. SHORTLISTING means the part of a competitive procurement process in which the City determines, based on criteria developed for a specified Good, Service, or Professional Service which of the interested Vendors are the best qualified to be eligible for further consideration in the purchasing process.
- AAA. SINGLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services among others in a competitive marketplace, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling a given Purchasing need of the City.
- BBB. SOLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services when that source is the only one available that can fulfill a given Purchasing need of the City.
- CCC. SOLICITATION DOCUMENTS means an Invitation for Bids, Request for proposals, Request for Qualifications, Request for Quotations, or an Invitation to Negotiate including all of the associated forms and documents of each solicitation, or any other types of documents used by the City to procure Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.

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DDD. SPECIFICATION OR SCOPE OF WORK means any description of the physical or functional characteristics, or of the nature of Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services. Specifications or Scope of Work may include any function and other criteria that will be required to perform the work and a description of any requirement for inspection, testing, or delivery.

EEE. SUPPLIER, MERCHANT OR VENDOR means a Person currently supplying or in the business of supplying Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.

FFF. SURETY means an organization who, for a consideration, promises in writing to make good the debt or default of another organization. The Surety must be satisfactory to the City and licensed to do business in Georgia.

GGG. THE USING DEPARTMENT/DIVISION (User) is defined as the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.

IV. Ethics in Procurement

Each person involved in the procurement process must adhere to a high standard of ethics. Each will be bound by the City Code of Ethics and this Article IV. Whenever this Article IV conflicts with the City Code of Ethics, the City Code of Ethics shall control.

A. Employee Conflict of Interest

It shall be unethical for any City Employee or Official to transact any business or participate directly or indirectly in a procurement Contract when the Employee or Official knows that:

1. The Employee or Official or immediate family of such Employee or Official has a substantial interest pertaining to the procurement Contract, except that the purchase of Goods and Services from businesses which a member of the City Council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement Contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.
2. Any other person, business or organization with whom the Employee, Official or immediate family of such Employee or Official is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract.
3. An Employee, Official or any immediate family of such Employee or Official who holds a substantial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest.

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4. All Employees and Officials will be asked to sign a disclosure document indicating his or her compliance with the City Ethics Policy.
5. The terms “immediate family” and “substantial interest” shall have the meaning given to such terms in the City Code of Ethics.

B. Gratuities, Rebates or Kickbacks

1. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any Employee or Official or for any Employee or Official to solicit, demand, accept, or agree to accept from another person, a gratuity, rebate, loan an offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia’s Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business of such Vendor for the purchase of their Goods and Services are acceptable and are the property of the City.

Nothing in this section shall preclude an Employee or Official of the City from attending seminars, courses, lectures, briefings, or similar functions at any Vendor's facility or at any other place if any such seminar, course, lecture, briefing, or similar function is for the purpose of furnishing the Official, Employee, or Agent with knowledge and information relative to the Vendor's products or services and is one which the City Manager determines would be of benefit to the City.

In connection with any such seminar, course, lecture, briefing, or similar function, nothing shall preclude the Employee or Official from receiving meals or educational materials and business related items of not more than nominal value from a Vendor.

Nothing contained in this section shall permit the Employee or Official to accept travel or lodging for less than the value thereof from any Vendor.

2. **Kickbacks and Rebates.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.
3. **Contract Clause.** The prohibition against gratuities, rebates and kickbacks prescribed in this Section shall be conspicuously set forth in every Contract and Solicitation Documents therefore.
4. **Courtesies.** Employees may accept for themselves and members of their families common courtesies usually associated with customary business practices so long as a strict standard is enforced with respect to gifts, services, discounts, entertainment or consideration of any kind

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from suppliers of merchandise, services, supplies, etc. to the City. An example of a common courtesy is free pens or notepads with the Vendor's name on them.

5. Cash. It is never permissible for an Employee or Official to accept a gift in cash, cash equivalents, stocks or other forms of marketable securities of any amount.

C. Prohibition Against Contingent Fees

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a Contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, except for agreements with manufacturer representatives, or agents, including but not limited to commercial services sales agents engaged in the business of soliciting contracts on behalf of Vendors.

D. Use of Confidential Information

It shall be unethical for any Employee or Official knowingly to disclose or use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

E. Unauthorized Purchases

No purchases of Goods and Services shall be made in the name of the City or one of its departments, except such as is required for official use by the City or one of its departments. Purchases in the name of the City or a department for personal use by an individual or for other than official use are prohibited, and no City funds will be expended or advanced therefore.

F. Penalties and Sanctions

1. Legal or disciplinary action by City Council. The City Council may take appropriate legal and/or disciplinary actions pursuant to the City Code of Ethics against any Employee, Official or other Person in violation of these ethical standards.
2. Legal or disciplinary action by City Manager. The City Manager is authorized to take any appropriate legal and/or disciplinary actions, including dismissal, of any Employee violating this Ethics Policy.
3. Administrative penalties for Employees. The City Manager may impose any one or more of the following penalties or sanctions on an Employee for violations of the ethical standards in this Section as appropriate to the situation, subject to the Personnel Manual or other appropriate appeals procedures:
 - a) Oral or written warnings or reprimands.
 - b) Suspensions with or without pay for specified periods of time.
 - c) Termination of employment.

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4. Administrative penalties for outside contractors/Vendors. The City may impose any one or more of the following penalties or sanctions on a Vendor or other Person or organization for violations of these ethical standards:

- a) Written warnings or reprimands.
- b) Termination of Contracts.
- c) Debarment or suspension.

G. Disclaimer of Responsibility for Improper Purchasing

The City may disclaim responsibility and liability for any purchase, expenditure, or agreement for expenditure arising from any procurement made in its name, or in the name of any governmental body under its authority, by an unauthorized person or any person acting outside this Policy or the authorization or delegation as provided in this Policy. The expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

H. Vendor Contact During Open Solicitations

Persons seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any Official, Employee or other City representative other than the Purchasing Agent named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The City Manager or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

V. **Responsibility**

A. Purchasing Agent

The City Council appoints the City Manager, or such other Employee appointed by the City Manager, to serve as the Purchasing Agent for the City, or the City Council may contract with an independent third party to serve as the Purchasing Agent under the direction and control of the City Manager (City Code Chapter ____, Article ____, Section ____).

DUTIES: The Purchasing Agent shall have the following duties and powers:

1. Arrange and negotiate the purchase or Contract for all equipment, supplies and contractual services for the City or any using agency; arrange and negotiate for the sale or otherwise dispose of all surplus equipment and supplies or real estate of the City or any using agency, subject to the approval of the City Manager and/or the City Council.
2. Maintain a perpetual or periodic inventory record of all materials, supplies, software, or equipment stored in city storerooms, warehouses, and elsewhere, including monthly reports to the Finance Director that include:

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- a) Titles of all formal solicitations and the method of source selections to be used.
 - b) Contracts authorized by the City Council, the method of source selection used and the total dollar amount.
 - c) Emergency Contracts awarded pursuant to Section 1.03 of the City's Charter.
 - d) Change orders or Contract modifications authorized by the City Council and the dollar amount and reason.
 - e) Amendments or change orders authorized by the Purchasing Agent and the dollar amount and reason.
 - f) Explanation of any changes, and the costs involved, in the scope of services made between the time a Contract is awarded and the time that the Contract is authorized by the City Council.
 - g) Documentation of the types, quantities, and dollar amounts of environmentally preferable Goods (including the percentage of post-consumer and total recovered material content) and Services purchased. The report shall also include dollar amounts of non-environmental or conventional Goods and Services, identify and discuss instances where this policy is waived or its requirements found impracticable, and highlight barriers to the procurement of environmentally preferable Goods and Services, if applicable.
3. Manage and supervise purchasing staff.
 4. Control and supervise all City storerooms and warehouses.
 5. Maintain and adhere to all City purchasing procedures and purchasing procedures manual which will be updated by City Manager periodically.
 6. Establish guidelines, within the purchasing procedures manual, governing the review and approval of specifications for procurement of Goods, Capital Assets and Services based on recyclability, energy and water conservation, life cycle cost, and other environmental considerations.
 7. Direct efforts to procure Goods, Capital Assets, Real Estate, Services, Construction Services and Professional Services in accordance with the requirements of this Purchasing Policy, the Code of the City of Stonecrest and Georgia law.
 8. Where in the best interest of the City, require Bid/Proposal Bonds, insurance and other forms of protection for the City on the process of procuring Goods, Capital Assets, Services and Construction Services for the City.
 9. Terminate solicitations for bids for any Goods, Capital Assets, Services, Construction Services and Professional Services when, in the opinion of the Purchasing Agent, it is in the City's best interest to do so.

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10. Reject any and all bids, when in the opinion of the Purchasing Agent it is in the City's best interest to do so.
11. Consult with the City Attorney if a contracting party breaches or is reasonably anticipated to breach its Contract with the City.
12. The City Council shall approve final Contracts and Amendments valued more than \$25,000.00 and execute and bind the City to such agreements. Contracts valued at less than \$25,000.00 may be approved, executed and delivered by the City Manager or designee of the City Manager with a copy of said contract to be delivered to the City Council by the City Clerk via email. No Contract shall be approved pursuant to this Subsection 12, unless the funds therefor have been appropriated in the budget of the City or otherwise by the City Council.
13. Advise the Finance Director and City Manager on the status of negotiations, as well as Contract provisions and their impacts on the City.
14. Make recommendations on Contract approval, rejection, Amendment, and cancellation.
15. Provide Contract administration and supervision of Contracts. Such tasks shall include, but not be limited to, monitoring Amendments, obtaining applicable insurance certificates and monitoring applicable progress.
16. Plan and implement processes for the ongoing protection of the City's interests.
17. Recommend and implement policies and procedures to provide for compliance with laws related to bidding, Contracting and Purchasing as set forth in the State of Georgia Code and Regulations, by examining the applicable laws and developing procedures for bidding, Contracting and procurement processes.
18. Ensure all Contracts are reviewed and approved by the City Attorney as required by Section 3.08 of the City Charter.
19. Whenever possible, utilize City-generated and City Attorney-approved standard goods/services purchasing agreements.
20. Ensure Council is notified as soon as reasonably possible of all upcoming and active competitive procurements.
21. Ensure all procurements over \$25,000.00 have Council approval.

B. Using Department/Division (User)

1. **Determine Need:** The User is responsible for determining the need for a material or service and providing appropriate documentation and justification therefor, including a purchase requisition.

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2. Determine Funding: The User is responsible for providing proper funding. Specific budget account numbers must be on the purchase requisition.
3. Determine Specifications: The User is responsible for determining the quantity, quality, dimensions, duration and all other necessary specifications essential to the determination of what is to be procured. The specifications must, where applicable, conform to the approved City standards for identity and continuity.
4. Purchase Requisition: It is imperative that the User transmits its need to the Purchasing Agent. The Purchasing Agent can only purchase supplies and services on the basis of an approved and completed Requisition. A properly approved Requisition contains, as a minimum, the following information:
 - a) Complete description and specifications.
 - b) Quantity.
 - c) Need date (lead time of at least one week, must be allowed).
 - d) Estimated cost.
 - e) Freight.
 - f) Complete budget account number.
 - g) Previous purchase information or quotation (if known).
 - h) Known or suggested Vendor(s).
 - i) Authorized approval of department head and division head.
 - j) Authorized approval from the Budget/Finance Department.
5. Acceptance of Procured Item or Service: Within 24 hours, the User is responsible for advising the Purchasing Office in writing on a receiving report the receipt of the Goods procured and whether or not such Goods are found to be unsatisfactory.

VI. Environmentally Preferable Goods and Services

In determining which Goods, Capital Assets and Services to purchase, the City shall integrate environmental factors into the City's procurement decisions, when available and commercially practicable in the reasonable discretion of the User. At a minimum, the City shall strive to whenever possible and practicable:

1. Purchase copy, computer, and fax paper with at least 30 percent post- consumer recycled content;

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2. Purchase non-emergency fleet vehicles that provide the best available net reduction in vehicle fleet emissions, including but not limited to the purchase of alternative fueled and hybrid vehicles;
3. Consider purchasing lower emission emergency fleet vehicles with comparable specifications for performance, safety, and fuel availability during emergencies as conventionally-powered emergency fleet vehicles;
4. Purchase at least Energy Star rated equipment and appliances for use in local government facilities when practicable based upon considerations of Life Cycle Costs;
5. Purchase water-saving products, including WaterSense labeled, whenever practicable, including but not limited to, high performance fixtures such as toilets (1.28 gallons per flush or less), urinals (0.5 gallons per flush or less), low-flow faucets (1.5 gallons per minute or less), aerators, and upgraded high-efficiency irrigation systems;
6. Replace disposable with re-usable, recyclable, or compostable Goods;
7. Consider Life Cycle Cost Assessment; and
8. Evaluate, as appropriate, the environmental performance of Vendors in providing Goods and Services.

This analysis to determine environmentally preferable Goods Services may include raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal of products, or service delivery.

Specifically, factors that should be considered by the User when determining that Goods have environmentally preferable attributes include, but are not limited to:

1. Minimization of virgin, unrecycled material used in Goods;
2. Maximization of recycled materials used in Goods;
3. Life cycle economics of Goods and Services;
4. Reuse of existing Goods or materials in Goods;
5. Recyclability, biodegradability and compostability of Goods;
6. Minimization of packaging;
7. Reduction of energy and fuel consumption;
8. Reduction of water consumption;
9. Toxicity reduction or elimination;
10. Durability and maintenance requirements; and

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11. Ultimate disposal of the Goods.

VII. Preference for Products Manufactured in Georgia

When contracting for or purchasing supplies, materials, equipment, or agricultural products, excluding beverages for immediate consumption, the City shall give preference, as far as may be reasonable, economical, and practicable, to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in the State of Georgia. Such preference shall not sacrifice quality.

In determining whether such a preference is reasonable in any case where the value of a contract for or purchase of such supplies, materials, equipment, or agricultural products exceeds \$100,000.00, the City shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. The City shall not divide a contract or purchase which exceeds \$100,000.00 for the sole purpose of avoiding these requirements.

VII. Competitive Procurements

A. Request for Informal Written Quotes (IWQ)

Requests for Informal Written Quotes (IWQ) are prepared and issued with the goal of obtaining competitive responses.

Public notice is posted on the Purchasing Agent's Internet Web Page for all Requests for an IWQ in which the value is expected to exceed \$50,000.00. Additional public notice may be provided for solicitations that, in the sole discretion of the City, are of the size, type, or dollar value that make additional public notice appropriate.

Quotations are opened by the Purchasing Agent at the location indicated and on or after the due date indicated in the Request for an IWQ. A split or partial quotation may be awarded, if a Request for an IWQ is for multiple Goods or Services, more than one Vendor provides a quotation that meets the specifications for the items, and a price comparison can be made between the items quoted. The award may be split between more than one Vendor by awarding to the lowest cost provider of each item or reasonable grouping of items if acquisition, delivery, and other requirements can be reasonably administered. A Split or Partial Quotation Award shall not be used under the following conditions:

- a) When the solicitation is for an integrated system and the split of the award between components or parts of that system would jeopardize performance; or
- b) If the item is part of a system and the performance of that system would be jeopardized if another brand was substituted.

Tie quotations are handled in the same way as tie bids.

B. Invitation for Bids

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Invitation for Bids (IFB) are prepared and issued to prospective Bidders, with the goal of obtaining competitive responses in the procurement of Goods, Capital Assets, Services and Construction Services.

Public notice (such as publication in a newspaper of general circulation or posting on the Purchasing Agent's Internet Web page) of the IFB must be given a minimum of fourteen (14) calendar days prior to the date set for bid opening, unless it can be demonstrated that an Emergency requirement for Goods Capital Assets, Services or Construction Services exists, in which instance, the requirement for public notice may be reduced by the Purchasing Agent.

Bids shall be opened publicly in the presence of the Purchasing Agent or the designee of the Purchasing Agent and at least one other witness at the time and place designated in the Invitation for Bids. All relevant information, including each Bid amount and Bidder's name, will be recorded on a summary sheet.

Split or partial bid awards may be awarded with the same guidelines and restrictions as those provided for split or partial quotation awards.

Tie Bids: In the event two or more identical bids are received, the following procedure will be used when the basis of award is low bid:

- a) To the extent permitted by law, a tie Bidder from a Person having an office within the limits of the City would be recommended to the appropriate approving authority for an award over one without an office in the City. A Person within the state of Georgia would be recommended to the appropriate approving authority for an award over one without an office in Georgia.
- b) If the procedures in (a) above does not result in an award, then, the tie Bidders will be contacted and advised of the tie and asked if they wish to reduce their bid in writing submitted in a sealed envelope to be opened at the time and place stated by the Purchasing Agent or the designee of the Purchasing Agent. If one or more of the tied Bidders agrees to participate, award will be made to the new low bid. If none of the tied Bidders agree to participate or if the new bids are tied, then City staff shall break the tie by following the procedures described below, as necessary.
- c) If the procedures in (a) and (b) above do not result in an award, then, to the extent permitted by law, a tie Bidder for Goods or Capital Assets deemed in the City's sole discretion to provide the most environmentally preferable Goods would be recommended to the appropriate approving authority for an award over one deemed environmentally inferior.
- d) If the procedures above do not result in an award, then, the Purchasing Agent or the designee of the Purchasing Agent in the presence of at least two witnesses will flip a coin one time. Award to the winner of the coin flip will be recommended to the appropriate approving authority.

Correction or withdrawal of inadvertently erroneous bids is permitted in accordance to the terms indicated within the IFB; however, minor irregularities may be waived by the City. No bid may be withdrawn for a period of ninety (90) days after the time scheduled for bid opening, or as otherwise stated in the IFB.

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Late bids will be rejected and returned unopened.

Bids will be evaluated based on the qualification factors set forth in the IFB, which may include criteria to determine acceptability of Goods or Capital Assets (for example, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose). Criteria for the acceptability of Goods or Capital Assets shall be used to determine whether particular Goods are responsive to the IFB, and not to determine the relative desirability between acceptable Goods or Capital Assets. The City reserves the right to waive any informalities or irregularities of bids, to request clarification of information submitted in any bid, to further negotiate with the Responsive and Responsible Bidder selected for Contract award, or to reject any or all bids for any reason whatsoever.

Except as otherwise provided by law, if no Responsive and Responsible Bids are received or all bids are rejected, the City may procure such Goods and Services by direct negotiation as indicated below in Non-Competitive Procurement of Goods and Services.

The Bid will be awarded, if an award is made, to the Responsible and Responsive Bidder offering the lowest price whose bid meets the requirements and criteria set forth in the Invitation for Bid. The Bid may require a Contract.

C. Request for Proposals (RFP)

When the Purchasing Agent determines the use of an Invitation for Bids is not practical or not advantageous because of existing market conditions or the type of items required, the City may procure Goods, Capital Assets, Services, or Construction Services through receipt of competitive sealed proposals. Competitive sealed proposals are solicited through the use of an RFP, with the goal of obtaining competitive responses.

Public notice of the RFP shall be given in the same manner as the procurement described in section VII, sub-section A of this policy.

Proposals shall be opened publicly by the Purchasing Agent, in the presence of one or more witnesses at the time and place designated in the RFP. A register of proposals is prepared that lists each Proposer's name. Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq.

All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. Unless otherwise provided herein, by submission to the City, Proposers waive any claim to the proprietary nature of submitted information. The Proposer may designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary, which, subject to the City's reasonable determination, shall be redacted for purposes of the public agenda. Proposals and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law and clearly marked as proprietary by the Proposer. In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what

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content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City Attorney's sole discretion.

Correction or withdrawal of proposals is permitted in accordance with instructions contained within the RFP. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for proposal opening, or as otherwise stated in the RFP.

Late proposals will be rejected and returned unopened.

The RFP will identify the criteria to be considered and evaluated as the basis of award.

Proposals submitted by Responsible and Responsive Proposers are evaluated by Purchasing Agent or the designee of the Purchasing Agent based upon the criteria applicable to the RFP. All proposals (or the most acceptable proposals in the discretion of any committee evaluating proposals) will be ranked in order of their acceptability to the City, giving consideration to the criteria. Unless otherwise provided by law, the City has no obligation to award the Contract to the Proposer who proposes the lowest price.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification of information submitted in any proposal, to further negotiate with a Responsive and Responsible Proposer who has been selected for Contract award, or to reject any or all proposals for any reason whatsoever.

The Contract award will be awarded, if award is made, by the City to the Responsive and Responsible Proposer whose proposal is determined, in the City's exclusive discretion, to be the most advantageous to the City, taking into consideration price, qualifications, and other factors as indicated in the RFP. The RFP will contain the basis on which the award is to be made.

If no Responsive and Responsible proposals are received or all proposals are rejected, the City may procure such Goods, Capital Assets, Services, and Construction Services by Direct Negotiation as indicated below in Non-Competitive Procurement of Goods and Services, except as otherwise provided by law.

D. Request for Qualifications

Requests for Qualifications (RFQ) may be used when it is determined to be in the City's best interest to evaluate the experience and qualifications of a Service, Construction Service or Professional Service provider, without regard to price or prior to considering price.

The procedure for soliciting, opening and evaluating statements of qualifications shall be the same as described herein for competitive sealed proposals. Such service providers whose qualifications meet the criteria established in the RFQ, at the sole discretion of the City, may be considered for Contract award by participation in the completion price negotiation. The City shall attempt to negotiate a fee with the highest ranked firm. If no agreement is reached, the City shall begin negotiations with the next highest ranked firm. Negotiations will proceed in this manner until an agreement is reached. Alternatively, the Purchasing Agent or designee may, by Direct Negotiation, finalize terms with service providers who are selected for award based on

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qualifications. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

E. Invitation to Negotiate

An Invitation to Negotiate (ITN) may be used when the City determines it is in its best interest to commence negotiation of price and other factors prior to recommendation of award, and it is approved by the City Manager. An ITN may be used for Goods, Capital Assets, Services, Construction Services or Professional Services when the scope of work is complex or difficult to define, if strict comparison of Goods, Capital Assets, Services, Construction Services or Professional Services required may be difficult because components are likely to vary among Proposers, or in any situation in which it is in the City's best interest to negotiate prior to recommendation of award to obtain the product that best meets the City's needs, price and other factors being considered.

The procedure for soliciting and opening initial responses to an ITN shall be the same as described herein for competitive, sealed proposals.

The ITN will identify the criteria to be considered during the evaluation of proposals.

All Responsive and Responsible proposals submitted are evaluated based upon the criteria applicable to the ITN. Clarification of information submitted in the proposal may be requested. The City reserves the right to waive any informalities or irregularities of proposals, to request additional information from any Proposer, or to reject any or all responses for any reason whatsoever.

The City may, at its sole discretion, shortlist firms that are deemed to best meet the City's requirements, taking into consideration all criteria listed in the ITN, including price. The City may, at its sole discretion, ask for formal presentations from all of the Responsive and Responsible Proposers, or only from those firms that are Short-listed, if Short-listing is determined to be in the best interest of the City. Negotiations will be conducted and may take place in person or via telephonic with all of the Proposers or, if Short-listing occurs, with all of the Short-listed Proposers. Proposers that participate in the negotiations may be given an opportunity to submit their best and final offers.

The Contract Award will be awarded, if an award is made, by the City to the Responsive and Responsible Proposer whose proposal is determined to be the most advantageous to the City, taking into consideration price and other factors as indicated in the ITN. The City has no obligation to award the Contract to the Proposer that submits the lowest price; though justification should be documented.

F. Multi-step Solicitation

The City may initiate one of the multi-step solicitation processes described below when: (a) in the City's discretion, it is impractical to prepare an adequate or complete description of the Goods, Capital Assets, Services or Construction Services desired (due to insufficient data, uncertain requirements, unfamiliar market options, etc.), (b) the City desires to identify a field of qualified Bidders, Proposers, Goods or Services, out of a broader field of Bidders, Proposers, Goods or Services, or (c) the City believes a multi-step process would best serve its purposes.

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1. Consecutive Multi-Step Process:

- a) The City may request unpriced proposals or statements of qualifications to be evaluated based on the criteria in the RFP or the RFQ for purposes of identifying one or more desirable or acceptable Goods, Capital Assets, Services, or Construction Services or for purposes of identifying a field of at least three (if possible and available) qualified or most qualified Bidders or Proposers. The City may request demonstrations, samples, or may conduct interviews with Proposers to aid in the identification of desirable or acceptable Goods, Services, or Professional Services or in the identification of qualified or most qualified Bidders or Proposers. In the event the City requests demonstrations or samples, the City is not required to seek or permit demonstrations or samples of Goods or Services deemed by the City to be less desirable or acceptable than other Goods or Services for which proposals or statements of qualifications were received. In the event the City conducts interviews with Proposers, the City is not required to interview any Proposer deemed by the City to be unqualified or less qualified than other Proposers.
- b) After identifying a field of most qualified Bidders or Proposers with the capability of providing the desirable or acceptable Goods, Services, or Professional Services, the City may either follow a Competitive Award solicitation process among the field of Vendors identified as having the capability to meet the City's requirements for the procurement or by direct negotiation as indicated below in Non-Competitive Procurement of Goods and Services.

2. Simultaneous Multi-Step Process:

- a) The City may request that priced proposals be submitted in two separate envelopes, with pricing information contained in one envelope and all other requested information contained in the other envelope. In such case, proposals will be evaluated in accordance with the requirements set forth in the RFP, initially without regard to price and without opening the envelope containing pricing information. Based on such evaluation, the City will establish a field of at least three (if possible and available) qualified or most qualified Proposers. The City may conduct interviews with Proposers to aid in the identification of qualified or most qualified Proposers. In the event the City conducts interviews with Proposers, the City is not required to interview any Proposers deemed by the City to be unqualified or less qualified than other Proposers.
- b) After establishing a field of qualified or most qualified Proposers, the City will open the pricing envelopes of only the qualified or most qualified Proposers, and evaluate such pricing information in the manner described in the RFP for purposes of recommending/making an award (e.g. most advantageous proposal, price and other factors considered or low price submitted by qualified Proposers). In the absence of specific instructions to the contrary in the RFP, pricing information will be evaluated together with all other information required by the RFP for purposes of selecting among the qualified field of Proposers the most advantageous proposal, price and other factors considered.

3. Multi-Step Process to Award Continuing Purchasing Contracts

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- a) When it is in the best interest of the City to have pre-qualified, Continuing Purchasing Contracts because of the need to Provide quick-response, repetitive Services or a range of Services or Professional Services within a specific field of expertise, the City may use either a Consecutive or a Simultaneous Multi-Step Procurement Process to identify one or more Continuing Contractors. The purpose is to identify one or more Pre-Qualified and Approved Contractors that demonstrate the ability to perform a particular type of Service during a specified Contract period.
- b) Contract award - The multi-step solicitation shall specify the general types of Services required, the selection process to be used, and the selection criteria for award of the Pre-Qualified and Approved Contract(s).
- c) Award of a specific scope of work to a Pre-Qualified and Approved Contractor - During the term of the Continuing Contract(s), specific scopes of work may be developed and awarded to Pre-Qualified and Approved Contractor(s), by Amendment to such Continuing Contract(s), which shall be subject to approval by City Manager or City Council as a new contract, provided that the specific scope of work is consistent with the general types of Services upon which award of the Continuing Contract(s) was made.
- d) When there is more than one Pre-Qualified and Approved Contractor available to perform the specific scope of work defined, the process for award of the work is set forth below:
 - i. Work may be rotated during the Contract period between the Pre-Qualified and Approved Contractor(s) that were selected to perform the general type of Services required in the reasonable discretion of the director of the User department; or,
 - ii. Award may be made to the Pre-Qualified and Approved Contractor that is deemed, based on its original proposal, to be most advantageous to the City for the specific scope of work required, price and other factors being considered and without regard to rotation among selected contractors; or,
 - iii. Quotations, Bids or proposals may be requested from the Pre-Qualified and Approved Contractor(s) that were selected to perform the general type of Services or Professional Services required. The City may select the Contractor whose quotation, bid, or proposal is deemed to be most advantageous to the City to perform the specific scope of work required.

G. Online Reverse Auction

The City reserves the right to utilize this procurement method when advantageous. The process will be specified in the Solicitation Documents.

H. Performance Guarantee

A Bid/ Proposal Bond or Performance Bond may be required for any solicitation.

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I. Approval of Awards and Recommendations

Prior to the consummation of the purchase by the City of Goods, Services, or Professional Services, such purchase shall be approved by a person having approval authority over such purchase.

J. Forms

The Purchasing Agent shall provide and update all forms to procure Goods, Services, and Professional Services, as needed.

VIII. **Non-Competitive Procurements**

The provisions of this policy section shall apply to the procurement of Goods, Capital Assets, Services, Construction Services or Professional Services, when competitive procurement is not practical, feasible, possible or desirable. Notwithstanding any other provision, any Contract or subcontract entered into by the City with any Person for the construction, reconstruction, or maintenance of all or part of a public road in the City, including but not limited to a Contract or subcontract for the purchase of materials, for the hiring of labor, for professional services, or for other things or services incident to such work, shall be entered into in accordance with O.C.G.A. § 32-4-114.

A. Sole Source Procurement

The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services pursuant to a Sole Source Procurement. Sole Source Procurement is available when Goods, Services, or Professional Services are limited to one source, or when they must be obtained from a specific manufacturers' dealer and valid competition among dealers does not exist. The User must provide the justification for the Sole Source Procurement to the Purchasing Agent after approved by the City Manager or Council.

B. Single Source Procurement

The City may acquire Goods, Capital Assets, Services, Construction and Professional Services pursuant to a Single Source Procurement. A Single Source Procurement is a procurement made from one Person among others in a competitive market place which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling the given purchasing need. The User must provide the justification for the Single Source Procurement to the Purchasing Agent after approval by the City Manager or City Council. The Purchasing Agent may elect to purchase particular brand name Goods or Services when the Goods or Services comprise a major brand system, program or service previously selected by the City and due to operational effectiveness, future enhancements or additions, or maintenance or storage of spare parts precludes the mixing of brands, manufacture, etc.

C. Direct Negotiation

Following the completion of a Competitive Award solicitation process above that fails to produce a responsible or responsive Bidder or Proposer, fails to produce a qualified respondent, or for which all submissions were rejected for any reason, the City may procure the Goods, Capital Assets, Services, Construction Services or Professional Services that were the subject of such failed solicitation by Direct Negotiation with any provider of such Goods or Services when

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issuing a revised solicitation is not recommended by the City Manager with concurrence from legal counsel.

Direct Negotiation will be completed by the Purchasing Agent, assisted as needed by the User and legal counsel.

D. Emergency Procurement

The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services by directly negotiating an award in the event of an Emergency. The City Manager shall make the determination when an Emergency exists. Such emergency procurements shall be made with as much competition as is practicable under the circumstances.

A written basis for declaring the Emergency and for the selection of the particular Person for the provision of Goods, Capital Assets, Services, Construction Services or Professional Services shall be included in the Contract file. As soon as practicable, a record of each Emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the Contract, a listing of the item procured under the Contract, and the identification number of the Contract file.

If an Emergency situation should arise after office hours which requires immediate action on the part of the agency involved for the protection of the best interest of the City or if a like situation arises on a weekend or holiday and when it is not possible or convenient to reach the City Manager or Purchasing Agent, any purchase necessary shall be made by the official in charge of such department or agency, and such purchase reported to the Purchasing Agent within 24 hours.

E. Costs Under the Competitive Threshold

The Purchasing Agent with the consent of the City Manager, where applicable, may acquire Goods, Capital Assets, Construction Services and Professional Services appropriated by the City Council in the City budget or otherwise by Direct Negotiation or by some other non-competitive method, when the dollar value of the purchase does not exceed \$25,000.00 and a properly executed and authorized Requisition is received. Under this non-competitive method, the Purchasing Agent shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered. For Goods and Services under the competitive threshold but over \$5,000.00, the Purchasing Agent or User shall obtain, where possible, at least three quotes using the IWQ method as outlined in Section VII (A).

The User may acquire by Requisition Goods, Services, Construction Services and Professional Services appropriated by the City Council in the City budget or otherwise by Direct Negotiation or by some other non-competitive method, when the dollar value of the purchase does not exceed \$5,000.00. Under this non-competitive method, the User shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered.

F. Direct Negotiation and Other Public Entities and Co-ops

The City may acquire Goods, Capital Assets and Services by Direct Negotiation or other method involving limited or no competition from a Supplier having a requirements Contract/Annual Agreement with any public entity (e.g., federal, state, county, city, authority, school board,

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Buying Cooperative, etc.) for Goods, Capital Assets or Services described in such contract and at prices or discounts no less favorable than any set forth in such Contracts.

Use of State/Co-Op Contracts: The Purchasing Agent may, independent of the requirements of bid process of this article, procure supplies, services or construction items through the Contract established through competitive means by the purchasing division of the State of Georgia, national Co-Ops (i.e.-U.S. Communities), and collaborative purchasing agreements with other local governments when deemed to be in the best interest of the City.

G. Real Estate Acquisition

1. Compliance with Applicable Regulations

All real estate acquisition activities shall conform to applicable federal, state (e.g. O.C.G.A § 36-80-18 and O.C.G.A § 36-60-13) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.

2. Confidentiality

The City Council and City staff shall maintain the confidentiality of potential and on-going real estate acquisitions and related information subject to the provisions of the Open Meetings and Open Records Acts.

3. Formal Approval

All real estate transactions shall be formally approved by the City Council in a public meeting prior to the City entering a sales contract. This shall not prohibit or interfere with the City Council's ability to discuss same and negotiate terms in Executive Session subject to the requirements of the Open Meeting and Open Records Acts.

4. Appraisals

For any piece of real estate, for which a sales contract has been signed, the City will conduct at least one appraisal by an independent third-party who holds the Member of the Appraisal Institute (MAI) membership designation.

5. Land Acquisition Procurement Process

- a. City staff will investigate and identify properties for purchase that generally meet an approved plan or strategy. Furthermore, land purchased with a specific funding source will only be used for such purposes anticipated and/or authorized. If the City determines that the land cannot be used for its intended purpose, the City may dispose of the property in a manner consistent with Georgia law and funds raised through the sale of the property will be used for future land purchases consistent with the purposes authorized.
- b. City staff will work with a Real Estate broker to gather information and make site visits related to properties under consideration for acquisition.

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- c. City staff will regularly brief the City Council in Executive Session on properties the city is considering purchasing to receive direction on “terms and price” from the City Council.
- d. City staff will negotiate for “Letters of Intent” with land owners on properties the City Council has provided staff with direction on “terms and price”.
- e. City staff will present the “Letter of Intent” at a public meeting, and at that time request a Resolution from the City Council authorizing the City Manager to execute a sales contract to purchase the real estate or to execute an agreement to lease the real estate using the Letter of Intent as the guidelines for a contract. (PUBLIC HEARING REQUIRED in the case of the purchase of real estate)
- f. City staff will make the “Letter of Intent” public on the city website and through a press release within 48 hours of the city receiving a fully executed copy of the “Letter of Intent.”
- g. City staff will publish the executed sales contract or lease on the city website.
- h. City staff will conduct due diligence on the real estate to be purchased including at a minimum but not limited to:
 - i. Environmental testing (Phase I required, Phase II and specialized testing if warranted);
 - ii. Production of an ALTA survey of the property;
 - iii. Production of a MAI appraisal of the property;
 - iv. Complete title work on the property; and
 - v. Other reasonable due diligence activities as warranted.
- i. City staff will present the findings of the due diligence on the property to be purchased at a public meeting and request a Resolution from the City Council authorizing the City Manager to execute any and all closing documents to complete the purchase of the property. (PUBLIC HEARING REQUIRED)

IX. General Procedures and Approval Authorizations

- A. Periodically, the City may be given private/public grants and donations from sources such as the State and Federal Government and private corporations. These types of solicitations are more restrictive and may dictate the procurement process and methodology that the City is to follow for an award. Both federal and state procurement supersedes the purchasing requirements of the City when buying goods and services using federal or state grant monies. Departments should refer to the Federal Acquisition Regulations for guidance on specific federal procurement policies.
- B. All negotiations of agreements for Goods and Services shall be conducted by the Purchasing Agent. It is recognized that special situations may exist where there is a special need for the User to be involved in the negotiation process. This must be in conjunction with the

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- Purchasing Agent at all times. The Purchasing Agent will make final recommendation for agreements.
- C. It is the responsibility of the Purchasing Agent to secure all necessary approvals of the City Manager or its designee, and the City Council prior to execution of a Contract or purchase agreement.
 - D. Procurement by leasing, long-term financing, advance payments or deposits or any other special non-routine method must be approved in advance by the City Council.
 - E. In the case of Contracts (other than routine purchase orders), leases or service agreements (either new or renewals), the approval process is necessary. All such documents will be forwarded to the Purchasing Agent. The Purchasing Agent will acquire the necessary approvals prior to execution of any agreement, Contract or lease through the City Attorney's office. When said Contracts, leases or service agreements are up for renewal or expiration the Purchasing Agent will notify the User for approval to either maintain the Contract or bid a new Contract. The Purchasing Agent will be responsible for maintaining a file of all current Contracts, leases or service agreements.
 - F. The Purchasing Agent will review the Contract for form, completeness, insurance considerations, legal implications, and any other items dictated by each situation. The Contract will then be sent to the User and approved by the Department Director and returned to Purchasing. The Purchasing Agent will be responsible for having the Contract signed by the City Manager or their designee after it is signed by the Vendor.
 - G. Once the Contract is officially executed, the original of the Contract will be filed in the City Clerk's office.
 - H. Once a Contract is awarded by the City, the Contract may be amended, without the necessity of rebidding such Contract, provided the original Contract amount and the scope of the Contract is not substantially altered. The Purchasing Agent will review all change orders. Change orders will be processed to correct the account distribution, quantity, addition/deletion of line items, change in description and unit price. If a quoted price of the change order is less than \$5,000.00, and 5% of the contract amount, the requisition will be processed pursuant to the requirements of Section V(A)(12) of this Purchasing Policy. Any requisitions with a change order of \$5,000.00, or 5% of the contract amount, or more shall require City Council approval. The Purchasing Agent cannot use the change order process to circumvent the Purchasing Policy. Change orders cannot substantially change the scope of the Contract.
 - I. The Purchasing Agent and the User share the responsibility to ensure the quality, delivery and payment of required Goods and Services.
 - J. Final adjudication of any dispute between the Vendor and User shall be made by the Purchasing Agent with appropriate input from the User.
 - K. In most cases, contact with Vendors regarding the Contract will be by the Purchasing Agent and in conjunction with the User as necessary. All Vendors must coordinate with the Purchasing Agent before visiting any other City department regarding the Contract. All visits regarding the Contract must be made with the knowledge of the Purchasing Agent and the

Purchasing Policy

- Purchasing Agent has the option of accompanying the visitor. It is recognized that this restriction on visitation will not necessarily apply to those Vendors with ongoing relationships such as computer and copy machine service technicians.
- L. All returns of Goods or Capital Assets must be initiated by the User through the Purchasing Agent. Additionally, all Amendments or cancellation to any agreements must be made by the Purchasing Agent.
- M. It shall be the responsibility of the User to ensure that purchased Goods and Capital Assets are received, inspected and verified as to condition. Since the department head signed the purchase requisition, that person cannot be the receiver of the Goods and must appoint an individual within the department to be the receiver of the Goods and Services.
- N. Protests
- a) Right to protest. Any Person who is aggrieved in connection with the solicitation or award of a Contract may protest to the City. Protestors shall seek resolution of their complaints initially with the City Manager. All protests must be submitted in writing to the City Manager within three (3) business days of award of the contract. The complaint shall specify the alleged act or omission by the City that provides the basis for the complaint.
 - b) Upon the filing of a written complaint, the City Manager, within three (3) business days, shall request a response from the Purchasing Agent. The Purchasing Agent's response will be returned to the City Manager within seven (7) calendar days. Failure by the Purchasing Agent to file a response may be considered as evidence by the City Manager of admission of wrong doing on the part of the Purchasing Agent. If requested by either party, the City Manager, or designee shall have a hearing on the complaint within fourteen (14) calendar days of filing the complaint to decide the merits of the claim. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Purchasing Agent. The City Council shall approve or reject the City Manager's decision. If the party bringing the complaint disagrees with the conclusions of the City Manager and City Council, the decision may be appealed by filing a writ of certiorari to the Superior Court of DeKalb County within thirty (30) days of the decision of the City Council.
 - c) Protests concerning invitations. A protest with respect to an IFB, ITN, RFQ, or RFP shall be submitted in writing prior to the opening of bids or the closing date of proposals. If not done by that time, the complaint or protest is invalid.
 - d) Stay of procurement during protests. In the event of a timely protest under subsection (b) of this Section, the Purchasing Agent shall not proceed further with the solicitation or award of the Contract until all administrative remedies have been exhausted or until the City Manager or City Attorney makes a determination that the award of the Contract without delay is necessary to protect the interests of City.
- O. Credit Cards shall only be issued upon approval of both of the department head and the City Manager. The Credit limit for each card shall be established by the Director of Finance. All individuals assigned a Credit Card on behalf of the City shall be personally responsible for its

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use and any fraudulent use. The City Manager shall maintain a Procurement Card Procedure Manual. This manual shall be on file with the City Clerk and made available for all users.

X. Property Disposal

A. Excess, Surplus, and Obsolete Materials

It shall be the duty of the User to report all excess, surplus or obsolete materials to the Purchasing Agent. At this point, the Purchasing Agent will examine alternatives as to the most advantageous disposition of the items. Items could be refurbished or reconditioned, transferred, traded in on new equipment or sold by auction or sealed bid, or destroyed. For property over \$5,000 in aggregate or \$1,000 individually, the City Council shall approve the request to have the property declared surplus. For other property, the Purchasing Agent shall present a list to the City Manager for approval.

1. **Transfer or Re-use:** The most gainful method for handling an item no longer needed by a department is to transfer it to another department that has a use for the item.
2. **Trade-In:** In replacing obsolete equipment, it may be financially advantageous to trade-in the old equipment. The invitation for bids on the replacement item should call for bid prices with or without trade-in and provide that award may be made either way.
3. **Sale:** Excess, surplus and obsolete items not transferred or traded-in may be consolidated and offered for sale by auction or by sealed bid method. Auctions can be traditional or contemporary including online auctions such as www.Govdeals.com or similar websites. The consolidated list will be submitted to City Council for approval before an auction or sealed bid is organized. The property offered for sale will be on an "AS IS/WHERE IS" basis. The sale will be given public notice. Sealed bids will be opened at the time and place announced with the City, retaining the right to reject any and all.

B. Sale to Employees

To avoid any appearance of impropriety in the disposition program, it will be the City's policy to prohibit the direct sale of surplus property to any City Employee, Official or Agent. This policy does not prohibit any City Employee, Official or Agent from extending an offer at a public auction or in the form of a sealed bid.

C. Allocation of Proceeds

Proceeds from the sale of excess or surplus property will go into the City's Fund that held the asset.

XI. Projects Using Federal Aid Highway Program (FAHP) Funding

Except as provided in Sections F and G below, the City shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract (as specified in 23 U.S.C. 112(b)(2)(A) and 23 CFR 172.5(a)(1)). The solicitation,

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evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101–1104, commonly referred to as the Brooks Act.

In accordance with the requirements of the Brooks Act, the following procedures shall apply to the competitive negotiation procurement method:

A. Solicitation.

The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

B. Request for Proposal (RFP).

The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:

- a) Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
- b) Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;
- c) Identify evaluation factors including their relative weight of importance in accordance with Sections C and D;
- d) Specify the contract type and method(s) of payment to be utilized;
- e) Identify any special provisions or contract requirements associated with the solicited services;

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- f) Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and
- g) Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

C. Evaluation Factors.

Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.

Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

The following non-qualifications based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

(a) A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

(b) The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26.

D. Evaluation, Ranking, and Selection.

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- a) Consultant proposals shall be evaluated by the City based on the criteria established and published within the public solicitation.
- b) While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.
- c) Following submission and evaluation of proposals, the City shall conduct interviews or other types of discussions determined three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.
- d) From the proposal evaluation and any subsequent discussions which have been conducted, the City shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.
- e) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
- f) The City shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant accordance with the provisions of 49 CFR 18.42.

E. Negotiation.

- a) Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the City shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.
- b) If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost proposal of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(E)).
- d) The City shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42.

F. Small Purchases.

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The small purchase method involves procurement of engineering and design related services where an adequate number of qualified sources are reviewed and the total contract costs do not exceed an established simplified acquisition threshold. The City may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds as allowed by Federal law. The following additional requirements shall apply to the small purchase procurement method:

- a) The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.
- b) A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed.
- c) Contract costs may be negotiated in accordance with State small purchase procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.
- d) The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

G. Noncompetitive.

The noncompetitive method involves procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:

- a) The City may use their own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.
- b) The City shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.
- c) Circumstances under which a contract may be awarded by noncompetitive procedures are limited to the following:
 - (1) The service is available only from a single source;
 - (2) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or
 - (3) After solicitation of a number of sources, competition is determined to be inadequate.

Purchasing Policy

d) Contract costs may be negotiated in accordance with the City noncompetitive procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.

H. Additional Procurement Requirements.

(1) Common Grant Rule.

(I.) The City must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36).

(II.) When State and local procurement laws, regulations, policies, or procedures are in conflict with applicable Federal laws and regulations, the City must comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).

(2) Disadvantaged Business Enterprise (DBE) program.

(I.) The City shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the City's FHWA approved DBE program through either:

(A) Use of an evaluation criterion in the qualifications-based selection of consultants; or

(B) Establishment of a contract participation goal.

(II.) The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.43).

(3) Suspension and Debarment.

The City must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.

XII. Purchasing Card Policy

The Purchasing Agent shall administer the use of city purchasing cards in compliance with the Purchasing Card Policy which is attached as Exhibit “___” hereto and incorporated herein by

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reference. The use of all city issued purchasing cards shall be governed by the Purchasing Card Policy.

Purchasing Policy

EXHIBIT “___”

PURCHASING CARD POLICY

[attached]

Purchasing Policy

Purchasing Card Policy

A. Authority

The Georgia General Assembly established guidelines and penalties into the Official Code of Georgia Annotated (“O.C.G.A.”) which provides that no municipal corporation shall issue government purchasing cards or government credit cards to elected officials on or after January 1, 2016, until the governing authority of the municipal corporation, by public vote, has authorized the issuance and has promulgated specific policies regarding the use of such government purchasing cards or government credit cards for elected officials of such municipal corporation.

B. Purpose

The purpose of this policy is to set requirements and standards for the City of Stonecrest, Georgia Purchasing Card Program. The policy is not intended to replace current State of Georgia statutes but is intended to comply with such state laws and establish more efficient guidelines for elected officials using such purchasing cards. At no time should a city issued purchasing card or credit card be used for personal purchases regardless of the circumstances. Utilizing the purchasing card or credit card for personal use or for any item or service not directly related to such official’s public duty may result in disciplinary action including, but not limited to, felony criminal prosecution. All purchases utilizing a government purchasing card or government credit card must be in accordance with these guidelines and with state law.

C. Scope

This purchasing card policy, as required by state law under O.C.G.A. § 36-80-24(c), applies to the use of government purchasing cards or government credit cards used by elected officials authorized to be issued such government purchasing cards or government credit cards. The below list of officials have been authorized by the governing authority of the City to use such government purchasing cards or government credit cards and must abide by all of the applicable state laws and this purchasing card policy.

1. Mayor
2. City Councilmembers
3. City Manager
4. City Chief Financial Officer

D. Public Inspection

In accordance with O.C.G.A. § 36-80-24(c) any documents related to purchases using government purchasing cards or government credit cards incurred by elected officials shall be available for public inspection.

E. Transaction Limits

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Transaction limits are hereby established to insure compliance with state purchasing laws, maintain proper budgetary controls, and to minimize excessive use of any individual credit line. Individual monthly card limits cannot exceed those established by the municipal governing authority. The established single transaction limit for each card must be less than \$1,000.00. The established monthly card limit is based upon the city's budgetary constraints and is not to exceed \$5,000.00 per month. Any exceptions to the standardized limits must have express written approval by the municipal governing authority and must be added to this policy by amendment or addendum.

F. Purchasing Restrictions

1. Elected Officials may not use a government purchasing card or government credit card for the following:
 - a. Any purchases of items for personal use.
 - b. Cash refunds or advances.
 - c. Any transaction amount greater than the transaction limits set for by this policy.
 - d. Items specifically restricted by this policy, unless a special exemption is granted by the municipal governing authority.
 - e. Alcohol or liquor of any kind. Such purchases should not be made with the purchasing card and may not be reimbursed by the city.
 - f. Purchases or transactions made with the intent to circumvent the city purchasing policy, transactional limits, or state law.

2. Elected Officials may use government purchasing cards or government credit cards to purchase goods and/or services not prohibited by this policy or state law. Such purchases include, but are not limited to:
 - a. Purchases of items for official city use which fall within the transactional restrictions of this policy.
 - b. Purchase of lodging, fuel, food, non-alcoholic beverages, or education and training materials while on city business.
 - c. Emergency purchases necessary to protect city property.

G. Administrator

The city designates the City Manager as the program administrator of government purchasing cards or government credit cards. Such administrator shall:

1. Serve as a liaison between the city's cardholders and the issuers of such cards.
2. Maintain the cardholder agreement for all cardholders.
3. Provide instruction, training, and assistance to cardholders
4. Maintain account information and secure all cardholder information.
5. Keep cardholders up-to-date on new or changing information

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6. Upon receipt of information indicating fraudulent use or lost/stolen cards immediately report it to appropriate parties, including the issuer.
7. Ensure all card accounts are being utilized properly as set forth by state law and this policy.
8. Define the city's policy and procedures for proper documentation and storage of receipts, logs, and approvals required under this policy.
9. Identify any changes to named persons authorized to use a government purchasing card or government credit card.
10. Any other duties assigned by the municipal governing authority.

H. Accounting and Auditing

The Administrator, in an effort to ensure compliance with city policy and state law, will conduct monthly and/or quarterly reviews and audits of all government purchasing card or government credit card transactions. The review is designed to ensure compliance, identify non-compliance issues and misuse, and through corrective measures assist the city with improving compliance. The monthly and/or quarterly review and audit should happen within ____ days of the start of a new month or quarter. After completing the monthly/quarterly audit the Administrator shall notify cardholders of any violations or questions the Administrator has that occurred within that previous month/quarter. Depending on the severity of the violation, the Administrator may suspend or revoke the use of the government purchasing card or government credit card after notification to the cardholder and to the municipal governing authority, but only after consultation with the city attorney. Any unresolved violations should be reported to the municipal governing authority and the city attorney in writing within _____ business days.

I. Violations

The use of a government purchasing card or government credit card may be suspended or revoked when the Administrator, after consultation with the city attorney, determines that the cardholder has violated the approved policies or state law regarding the use of the government purchasing card or government credit card. The government purchasing card or government credit card shall be revoked whenever a cardholder is removed from office with the city and shall be suspended if such elected official has been suspended from office.

J. Agreement

Before being issued a government purchasing card or government credit card under this policy and state law, all authorized users of government purchasing cards or government credit cards shall sign and accept below indicating that such user will use such cards only in accordance with the policies of the city and with the requirements of state law.

Name Printed

Signature

Date: