



CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1

Council Member Rob Turner- District 2

Council Member Jazzmin Cobble – District 3

Council Member George Turner- District 4

Vacant – District 5

CITY COUNCIL WORK SESSION

November 12, 2019

6:00 p.m.

3120 Stonecrest Blvd. Suite 190

Stonecrest, Georgia

- I. CALL TO ORDER:** Mayor Jason Lary
- II. AGENDA ITEMS:**
 - 1. FY 2019- Budget Amendment
 - 2. Resolution for Grant with GA DNR
 - 3. IGA- EHOST Remaining Proceeds
 - 4. MOU for Youth Basketball/Youth Sports at Browns Mill Recreation Center
 - 5. Executive Session
 - i. Potential Litigation
 - ii. Personnel Matters
 - iii. Real Estate Matters
- 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.



WORK SESSION AGENDA ITEM

SUBJECT: FY 2019 – Budget Amendment

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

Work Session: 11/12/2019

SUBMITTED BY: Julian Jackson, Interim City Manager

PURPOSE: Budget Amendments need to be made from time to time according to the City Charter to maintain a Balanced Budget

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Approve at the November 25, 2019 Meeting

GENERAL FUND REVENUES	2019 Adopted Budget	2019 YTD 83%	2019 Amended Budget
31315 TITLE AD VALOREM TAX	0	152,911	200,000
31371 ATL GAS LIGHT (SOUTHERN CO.)	300,000	242,526	300,000
31372 SSEM	400,000	335,451	400,000
31373 COMCAST	554,000	399,250	554,000
31374 AT&T	145,400	146,768	145,400
31375 GEORGIA POWER	755,000	696,886	696,000
34200 ALCOHOLIC BEVERAGE EXCISE TAX	117,000	126,880	125,000
34300 LOCAL OPTION MIXED DRINK	3,000	18,588	20,000
39100 PEN & INT ON DELINQ TAX	1,000	0	0
31620 INSURANCE PREMIUM TAX	3,000,000	3,821,203	3,800,000
31630 FINANCIAL INSTITUTIONS TAXES	5,000	0	5,000
32110 ALCOHOLIC BEVERAGES CURRENT YR	75,000	97,235	100,000
32111 ALCOHOLIC BEVERAGES FUTURE	0	6,050	6,000
32120 GEN BUSINESS LICENSE CURRENT Y	1,200,000	1,554,921	1,540,000
32121 GEN BUSINESS LICENSE FUTURE	0	868	0
32200 BUILDING PERMITS	1,150,000	790,225	800,000
32202 DEVELOPMENT PERMITS	150,000	80,474	80,000
32205 ZONING APPLICATIONS	10,000	12,195	10,000
33430 STATE GRANT CAPITAL-LMIG DIRECT	0	536,511	535,000
34119 OTHER FEES	0	1,621	0
34120 FILM PERMITTING	7,500	8,932	7,500
34930 BAD CHECK FEES	2,500	244	200
35100 COURT	12,000	19,727	19,000
37100 GENERAL CONTRIBUTION	0	875	0
39120 TRANSFER FROM HOTEL	360,000	362,347	380,000
39123 TRANSFER FROM MILLAGE FOR PARKS	500,000	0	0
39122 TRANSFER FROM RENTAL CAR	1,000	3,764	3,800
39124 PARKS & RECREATION FEES	20,000	0	0
39125 TRANSFER FROM MILLAGE FOR P/W	400,000	0	0
TOTAL General Fund Revenues	\$9,168,400	\$9,416,452	\$9,726,900
HOTEL/MOTEL FUND REVENUES			
31410 HOTEL/MOTEL EXCISE TAX	0	481,635	600,000
Total Hotel/Motel Fund Revenues	\$0	\$481,635	\$600,000
RENTAL MOTOR VEHICLE FUND REVENUES			
31440 RENTAL CAR EXCISE TAX	0	3,764	3,800
Total Rental Motor Vehicle fund Revenues	\$0	\$3,764	\$3,800
300 SPLOST FUND REVENUES			
30100 FUND BALANCE	0	0	4,209,000
33100 SPLOST	0	5,360,420	5,432,000
360 INTEREST EARNED	0	13,782	14,000
Total Splost Fund Revenues	\$0	\$5,374,202	\$9,655,000
Total All Funds	\$9,168,400	\$15,276,053	\$19,985,700

GENERAL FUND EXPENDITURES	Budget		Budget
05110 CITY COUNCIL			
51110 REGULAR SALARIES	95,000	55,417	95,000
51200 FICA/MEDICARE	8,000	4,239	8,000
51210 GROUP INSURANCE	3,000	0	3,000
51240 RETIREMENT	3,000	0	3,000
51270 WORKERS COMP	2,000	0	2,000
52105 UNIFORMS	1,000	178	1,000
52120 PROFESSIONAL SERVICES	20,000	12,982	20,000
52350 TRAVEL EXPENSE	0	23,003	25,000
52359 MAYOR TRAVEL EXPENSES	8,000	9,830	12,000
52370 EDUCATION & TRAINING	15,000	9,132	15,000
52378 COUNCIL EDUCATION & TRAINING	0	0	0
53100 OPERATING SUPPLIES	6,000	2,077	6,000
53160 MAYOR EXPENSE	0	0	0
53165 COUNCIL EXPENSE	0	0	0
53168 COUNCIL ALLOWANCES	15,000	12,745	15,000
53169 MAYOR ALLOWANCES	5,000	5,916	7,000
53170 COMMITTEE SUPPORT	2,500	0	2,500
53175 CITY EVENTS	0	0	0
53178 COUNCIL INITIATIVES	6,000	4,288	6,000
Total City Council	189,500	139,807	220,500
05130 CITY MANAGER			
52121 CONTRACTUAL SVCS JACOBS	199,000	164,103	199,000
52350 TRAVEL EXPENSE	500	0	500
52360 DUES & FEES	500	0	500
52370 EDUCATION & TRAINING	1,000	493	1,000
53100 OPERATING SUPPLIES	1,000	838	1,000
Total City Manager	202,000	165,434	202,000
05131 CITY CLERK			
52112 ELECTIONS	50,000	0	50,000
52121 CONTRACTUAL SVCS JACOBS	123,000	102,565	123,000
52135 SOFTWARE/SERVICE CONTRACTS	5,000	0	5,000
52330 ADVERTISING	5,000	4,908	6,000
52350 TRAVEL EXPENSE	250	0	250
52360 DUES & FEES	400	0	400
52370 EDUCATION & TRAINING	1,000	275	1,000
53100 OPERATING SUPPLIES	1,000	1,731	3,000
53101 POSTAGE	0	65	200
54240 COMPUTER/SOFTWARE	15,000	4,900	15,000
Total City Clerk	200,650	114,444	203,850
05135 PUBLIC WORKS			
51300 TECHNICAL SERVICES	15,000	0	15,000
52120 PROFESSIONAL SERVICES	579,000	1,500	579,000
52121 CONTRACTUAL SVCS JACOBS	305,000	254,360	305,000
52330 ADVERTISING	6,000	4,750	6,000
52350 TRAVEL EXPENSE	4,000	710	4,000
52360 DUES & FEES	4,250	0	0
52370 EDUCATION & TRAINING	4,750	1,405	4,750
53100 OPERATING SUPPLIES	4,250	1,596	4,250
54140 TRANS INFRASTRUCTURE LMIG	0	536,511	535,000
Total Public Works	922,250	800,832	1,453,000

2019 Adopted Budget 2019 YTD 83% 2019 Amended Budget

GENERAL FUND EXPENDITURES

05136 PUBLIC SAFETY			
52120 PROFESSIONAL SERVICES	24,000	0	24,000
52370 EDUCATION & TRAINING	500	0	500
53100 OPERATING SUPPLIES	500	0	500
Total Public Safety	25,000	0	25,000
05151 FINANCE ADMINISTRATION			
52110 AUDIT SERVICES	60,000	44,420	60,000
52120 PROFESSIONAL SERVICES	120,000	42,831	120,000
52121 CONTRACTUAL SVCS JACOBS	385,000	320,001	385,000
52135 SOFTWARE/SERVICE CONTRACTS	20,000	2,670	20,000
52350 TRAVEL EXPENSE	2,000	787	2,000
52360 DUES & FEES	1,500	628	1,500
52370 EDUCATION & TRAINING	3,000	1,640	3,000
53100 OPERATING SUPPLIES	500	440	500
54240 COMPUTER/SOFTWARE	25,000	4,280	25,000
Total Finance Administration	617,000	417,697	617,000
05153 LEGAL SERVICES DEPARTMENT			
52120 PROFESSIONAL SERVICES	20,000	0	20,000
52122 ATTORNEY FEES/CITY ATTORNEY	300,000	370,116	550,000
52130 ATTORNEY FEES/OTHER	50,000	67,436	50,000
Total Legal Services Department	370,000	437,552	620,000
05155 ECONOMIC DEVELOPMENT			
34120 FILM PERMITTING	5,000	0	5,000
52120 PROFESSIONAL SERVICES	50,000	48,928	50,000
52121 CONTRACTUAL SVCS JACOBS	128,000	106,667	128,000
52132 MARKETING	15,000	17,912	15,000
52360 DUES & FEES	2,000	25	2,000
52370 EDUCATION & TRAINING	2,500	888	2,500
52371 DEVELOPMENT AUTHORITY	12,000	177	12,000
52372 LEGAL SVCS (DEVELOPMENT AUTH)	10,000	122	10,000
52373 ECONOMIC DEVELOPMENT PLAN	100,000	0	100,000
53100 OPERATING SUPPLIES	500	126	500
Total Economic Development	325,000	174,845	325,000
05156 FACILITIES & BLDG/ CITY HALL			
51300 TECHNICAL SERVICES	25,000	22,519	25,000
52120 PROFESSIONAL SERVICES	1,000	350	1,000
52200 REPAIRS & MAINTENANCE	2,500	1,552	2,500
52210 SANITATION (RECYCLE/SHRED)	2,000	0	2,000
52301 REAL ESTATE RENTS/LEASES	205,000	191,703	260,000
53102 PEST CONTROL	1,500	260	1,500
53123 ELECTRICITY	30,000	16,138	30,000
53161 SMALL EQUIPMENT	2,500	0	2,500
54130 BUILDINGS & IMPROVEMENTS	20,000	579	20,000
54230 FURNITURE AND FIXTURES	10,000	2,639	10,000
54250 OTHER EQUIPMENT	2,500	111	2,500
Total Facilities & Bldg/ City Hall	302,000	235,851	357,000

	2019 Adopted	2019 YTD 83%	2019 Amended
GENERAL FUND EXPENDITURES	Budget		Budget

05157 COMMUNICATIONS			
52120 PROFESSIONAL SERVICES	25,000	10,056	25,000
52121 CONTRACTUAL SVCS JACOBS	325,000	270,770	325,000
52340 PRINTING	500	587	500
52370 EDUCATION & TRAINING	1,500	0	1,500
53100 OPERATING SUPPLIES	1,000	656	1,000
53161 SMALL EQUIPMENT	5,000	1,399	5,000
54250 OTHER EQUIPMENT	2,000	497	2,000
Total Communications	360,000	283,965	360,000

05158 IT/GIS			
52120 PROFESSIONAL SERVICES	10,000	1,504	10,000
52121 CONTRACTUAL SVCS JACOBS	350,000	287,181	350,000
52135 SOFTWARE/SERVICE CONTRACTS	11,000	19,522	25,000
53100 OPERATING SUPPLIES	6,000	123	6,000
53161 SMALL EQUIPMENT	12,000	16,098	18,000
54240 COMPUTER/SOFTWARE	18,000	16,360	18,000
54250 OTHER EQUIPMENT	4,000	1,192	4,000
Total It/Gis	411,000	341,980	431,000

05159 GENERAL OPERATIONS			
52120 PROFESSIONAL SERVICES	15,000	0	15,000
52121 CONTRACTUAL SVCS JACOBS	105,000	86,154	105,000
52135 SOFTWARE/SERVICE CONTRACTS	20,000	0	20,000
52200 REPAIRS & MAINTENANCE	2,000	80	2,000
52232 EQUIPMENT LEASE	20,000	22,700	25,000
52310 GENERAL LIABILITY INSURANCE	25,000	20,883	25,000
52340 PRINTING	5,000	2,309	5,000
52360 DUES & FEES	15,500	50,434	55,000
52361 BANK FEES	2,000	937	2,000
52370 EDUCATION & TRAINING	500	0	500
53100 OPERATING SUPPLIES	20,000	29,804	30,000
53101 POSTAGE	8,500	2,371	8,500
53103 OFFICE SUPPLIES	0	60	100
53105 INTERNET/PHONES	33,000	21,272	33,000
53161 SMALL EQUIPMENT	3,000	0	3,000
54230 FURNITURE AND FIXTURES	5,000	0	5,000
54231 SIGNS	2,000	0	2,000
54240 COMPUTER/SOFTWARE	40,000	19,530	40,000
54250 OTHER EQUIPMENT	2,500	840	2,500
Total General Operations	324,000	257,374	378,600

05160 MUNICIPAL COURT			
52120 PROFESSIONAL SERVICES	20,000	12,427	20,000
52121 CONTRACTUAL SVCS JACOBS	25,000	20,513	25,000
52135 SOFTWARE/SERVICE CONTRACTS	2,000	844	2,000
52140 SOLICITOR	25,000	26,983	30,000
52150 PUBLIC DEFENDER	1,000	0	1,000
52160 PROBATION SERVICES	2,500	0	2,500
52170 COURT CLERK	1,000	0	1,000
52180 SECURITY	4,500	4,560	5,000
52351 ADMINISTRATION EXPENSES	3,000	2,497	3,000
52370 EDUCATION & TRAINING	4,000	675	4,000
54240 COMPUTER/SOFTWARE	2,000	724	2,000
Total Municipal Court	90,000	69,223	95,500

	2019 Adopted	2019 YTD 83%	2019 Amended
GENERAL FUND EXPENDITURES	Budget		Budget

06210 PARKS

52105 UNIFORMS	1,000	406	1,000
52120 PROFESSIONAL SERVICES	125,000	4,319	125,000
52121 CONTRACTUAL SVCS JACOBS	450,000	369,232	450,000
52135 SOFTWARE/SERVICE CONTRACTS	5,000	0	5,000
52200 REPAIRS & MAINTENANCE	500,000	113,098	500,000
52330 ADVERTISING	4,000	4,950	6,000
52360 DUES & FEES	1,000	475	1,000
52370 EDUCATION & TRAINING	4,000	600	4,000
53100 OPERATING SUPPLIES	50,000	40,119	50,000
53124 UTILITIES	30,000	0	30,000
53125 PARKS ACQUISITION	300,000	103,523	300,000
53126 SUMMER PROGRAMS	100,000	0	100,000
54240 COMPUTER/SOFTWARE	10,000	1,162	10,000
Total Parks	1,580,000	637,884	1,582,000

07210 COMMUNITY DEVELOPMENT

52105 UNIFORMS	1,000	59	1,000
52120 PROFESSIONAL SERVICES	0	120	200
52121 CONTRACTUAL SVCS JACOBS	525,000	438,976	525,000
52135 SOFTWARE/SERVICE CONTRACTS	8,000	25,500	30,000
52180 SECURITY	600	120	600
52200 REPAIRS & MAINTENANCE	200	0	200
52330 ADVERTISING	26,000	23,161	30,000
52340 PRINTING	4,000	808	4,000
52360 DUES & FEES	200	52	200
52370 EDUCATION & TRAINING	4,000	342	4,000
53100 OPERATING SUPPLIES	2,000	614	2,000
53161 SMALL EQUIPMENT	2,000	0	2,000
54240 COMPUTER/SOFTWARE	10,000	4,000	10,000
54250 OTHER EQUIPMENT	2,000	0	2,000
Total Community Development	585,000	493,752	611,200

07220 BUSINESS DEVELOPMENT

52120 PROFESSIONAL SERVICES	1,000	197	1,000
52121 CONTRACTUAL SVCS JACOBS	112,000	90,257	112,000
52132 MARKETING	24,000	45,906	50,000
52350 TRAVEL EXPENSE	2,000	0	2,000
53100 OPERATING SUPPLIES	2,500	0	2,500
Total Business Development	141,500	136,360	167,500

07330 COMMUNITY & CULTURAL AFFAIRS

52121 CONTRACTUAL SVCS JACOBS	120,000	98,462	120,000
52330 ADVERTISING	2,500	0	2,500
52340 PRINTING	2,000	1,756	2,000
52350 TRAVEL EXPENSE	500	128	500
53100 OPERATING SUPPLIES	2,500	470	2,500
53178 COUNCIL INITIATIVES	19,500	9,309	19,500
Total Community & Cultural Affairs	147,000	110,125	147,000

	2019 Adopted	2019 YTD 83%	2019 Amended
GENERAL FUND EXPENDITURES	Budget		Budget

08210 CODE ENFORCEMENT

52105 UNIFORMS	2,500	1,511	2,500
52121 CONTRACTUAL SVCS JACOBS	905,000	754,875	905,000

52180 SECURITY	500	420	500
52340 PRINTING	2,000	1,167	2,000
52360 DUES & FEES	1,000	0	1,000
52370 EDUCATION & TRAINING	2,000	0	2,000
53100 OPERATING SUPPLIES	3,000	753	3,000
53161 SMALL EQUIPMENT	2,200	0	2,200
54250 OTHER EQUIPMENT	2,300	1,175	2,300
Total Code Enforcement	920,500	759,901	920,500

09210 BUILDING			
52105 UNIFORMS	2,500	802	2,500
52120 PROFESSIONAL SERVICES	500	0	500
52121 CONTRACTUAL SVCS JACOBS	890,000	738,465	890,000
52135 SOFTWARE/SERVICE CONTRACTS	2,500	0	2,500
52340 PRINTING	2,000	0	2,000
52360 DUES & FEES	1,000	209	1,000
52370 EDUCATION & TRAINING	2,000	0	2,000
53100 OPERATING SUPPLIES	3,000	1,860	3,000
54250 OTHER EQUIPMENT	2,500	0	2,500
Total Building	906,000	741,336	906,000

57902 RESERVE CONTINGENCY	550,000	\$0	104,250
---------------------------	---------	-----	---------

Total General Fund Expenditures	\$9,168,400	\$6,318,362	\$9,726,900
---------------------------------	-------------	-------------	-------------

HOTEL/MOTEL EXPENDITURES

07500 ECONOMIC DEVELOPMENT			
61100 TRANSFER TO GENERAL FUND	0	288,981	360,000
75400 DISCOVER DEKALB	0	192,654	240,000
Total Hotel/Motel Fund Expenditures	\$0	\$481,635	\$600,000

RENTAL MOTOR VEHICLE FUND

61100 TRANSFER TO GENERAL FUND	0	3,764	3,800
Total Rental Motor Vehicle Fund Expenditures	\$0	\$3,764	\$3,800

SPLOST EXPENDITURES

52361 BANK FEES	0	212	0
-----------------	---	-----	---

05135 PUBLIC WORKS

54140 TRANS INFRASTRUCTURE IMPROVEME	5,364,000	2,450,180	4,200,000
--------------------------------------	-----------	-----------	-----------

05156 FACILITIES & BLDG/ CITY HALL

54140 TRANS INFRASTRUCTURE IMPROVEME	1,080,000	18,750	5,100,000	\$0
--------------------------------------	-----------	--------	-----------	-----

06210 PARKS ADMINISTRATION

54140 TRANS INFRASTRUCTURE IMPROVEME	756,000	2,500	355,000
--------------------------------------	---------	-------	---------

Total Splost Expenditures	\$7,200,000	\$2,471,642	\$9,655,000
---------------------------	-------------	-------------	-------------

Total Expenditures All Funds	\$16,368,400	\$9,275,403	\$19,985,700
------------------------------	--------------	-------------	--------------



WORK SESSION AGENDA ITEM

SUBJECT: Resolution for Grant with GA DNR

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Work Session: 11/12/2019

SUBMITTED BY: Sean de Palma

PURPOSE: Apply for a grant with the Georgia Department of Natural Resources' Recreational Trails Program in order to add a kayak launch apparatus, to renovate the parking area and add informative signage at Everett Park

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Approve at the November 12, 2019 Meeting

1 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STONECREST,**
2 **GEORGIA TO SUPPORT THE CITY OF STONECREST DEPARTMENT OF PARKS**
3 **AND RECREATION IN SUBMITTING AN APPLICATION FOR FUNDING FROM**
4 **THE GEORGIA DEPARTMENT OF NATURAL RESOURCES' RECREATIONAL**
5 **TRAILS PROGRAM**
6

7 **WHEREAS**, at the Council meeting of the City of Stonecrest Georgia held on 12th day of
8 November, 2019 a motion was made and duly seconded that City of Stonecrest
9 Department of Parks and Recreation shall submit an application for funding from
10 the Georgia Department of Natural Resources' Recreational Trails Program in
11 order to add a kayak launch apparatus, to renovate the parking area and add
12 informative signage at Everett Park, and

13
14 **WHEREAS**, City of Stonecrest further states that in the event the City of Stonecrest application
15 is recommended for funding by the Department of Natural Resources, the City of
16 Stonecrest certifies and assures that it has the ability and intention to finance 100
17 percent of the total project cost and be reimbursed for 80 percent of eligible costs
18 by the Department of Natural Resources,

19
20 **NOW, THEREFORE, BE IT RESOLVED** by the City of Stonecrest County, Georgia that it
21 shall submit an application for funding from the Georgia Department of Natural
22 Resources' Recreational Trails Program, and that it shall, in the event that the
23 application is recommended for funding, take action to assure that it will finance
24 100 percent of the total project cost and be reimbursed for 80 percent of eligible
25 costs by the Department of Natural Resources.

26 **WHEREAS**, after careful study and investigation, the City Council has determined that it is in
27 the best interest of the inhabitants of the City to partner with the U.S. Census Bureau
28 to support the 2020 Census.

29
30 **Section 1. Authority for Resolution.** This Resolution is adopted pursuant to the
31 provisions of the Constitution and the laws of the State of Georgia.

32 **Section 2. Findings.** City Council is committed to partnering Georgia Department of
33 Natural Resources' Recreational Trails Program in order to add a kayak launch apparatus, to
34 renovate the parking area and add informative signage at Everett Park.
35

36 **Section 3. Severability of Invalid Provision.** If any one or more of the agreements
37 or provisions herein contained shall for any reason whatsoever be held invalid, then such

STATE OF GEORGIA
DEKALB COUNTY
CITY OF STONECREST

RESOLUTION 2019- _____

38 covenants, agreements or provisions shall be null and void and shall be deemed separable from the
39 remaining agreements and provisions and shall in no way affect the validity of any of the other
40 agreements and provisions hereof.

41 **Section 4. Repealing Clause.** All resolutions or parts thereof of City Council in
42 conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded
43 and repealed.

44 **Section 5. Effective Date.** This Resolution shall take effect immediately upon its
45 adoption.

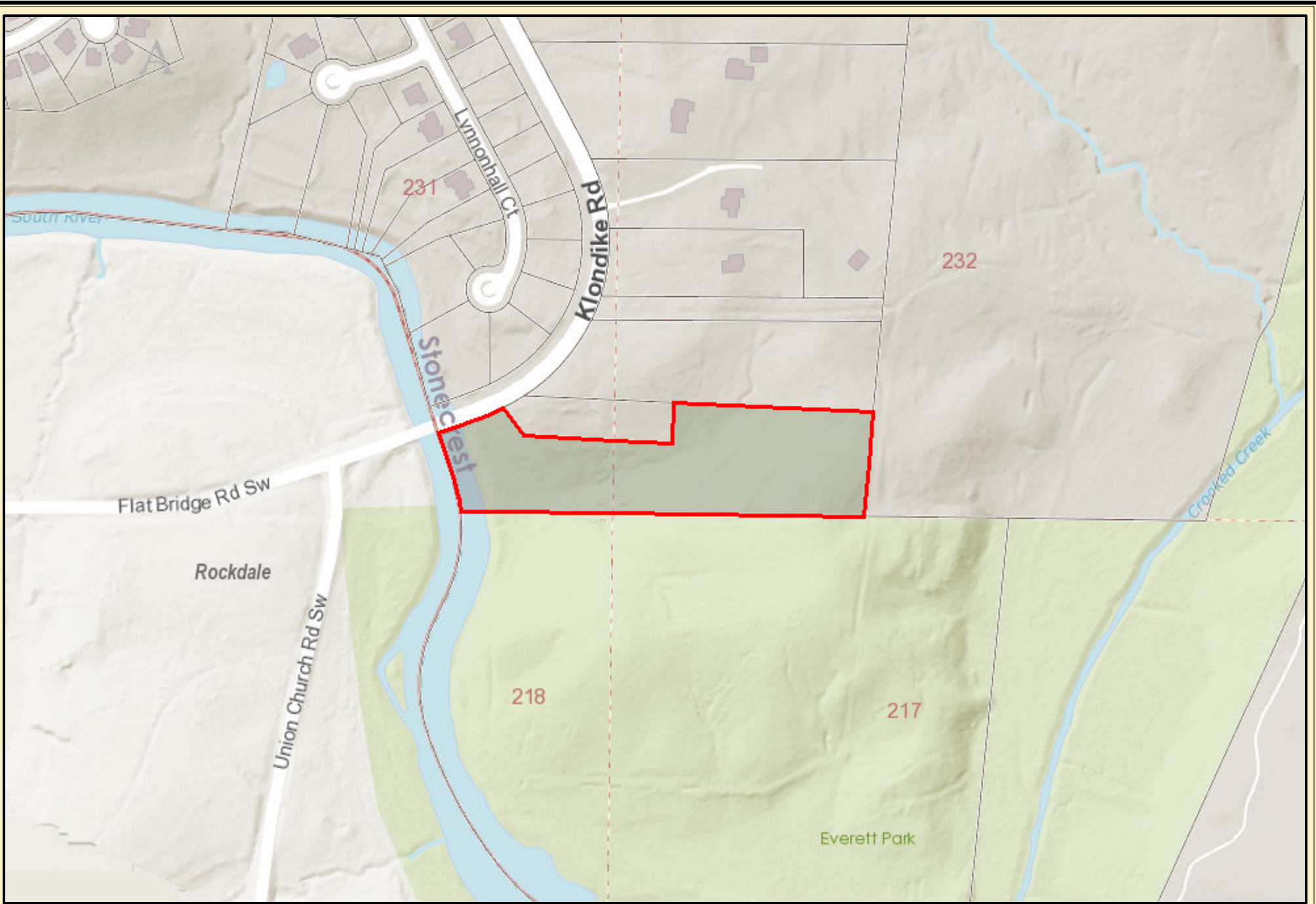
46 **SO RESOLVED AND EFFECTIVE**, this ____ day of _____, 2019.
47
48

Approved:

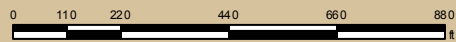
Jason Lary, Sr., Mayor

Attest:

Megan Reid, City Clerk



DEMA Response Map

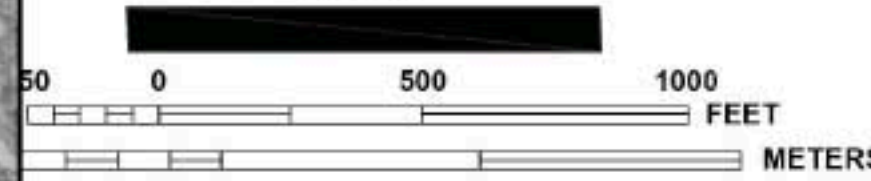


Date Printed: 10/30/2019



DeKalb County GIS Disclaimer

The maps and data, contained on DeKalb County's Geographic Information System (GIS) are subject to constant change. While DeKalb County strives to provide accurate and up-to-date information, the information is provided "as is" without warranty, representation or guarantee of any kind as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. DeKalb County explicitly disclaims all representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall DeKalb County be liable for any special, indirect, or consequential damages whatsoever resulting from loss of use, data, or profits, whether in an action of contract, negligence, or other actions, arising out of or in connection with the use of the maps and/or data herein provided. The maps and data are for illustration purposes only and should not be relied upon for any reason. The maps and data are not suitable for site-specific decision-making nor should it be construed or used as a legal description. The areas depicted by maps and data are approximate, and are not necessarily accurate to surveying or engineering standards.



NFIP

PANEL 0169J

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

DEKALB COUNTY,
GEORGIA
AND INCORPORATED AREAS

PANEL 169 OF 201

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
DEKALB COUNTY	13089	0169	J

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

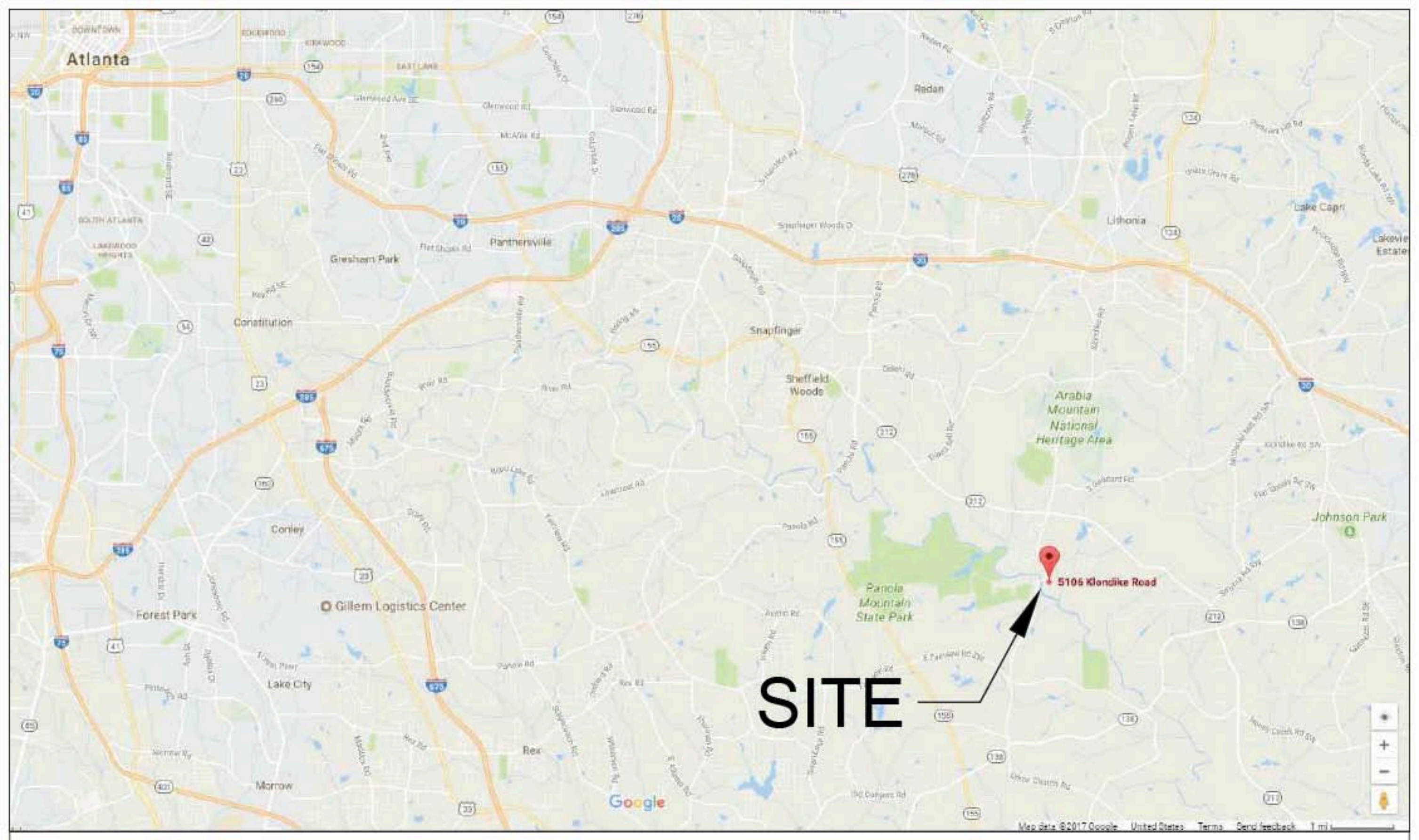


MAP NUMBER
13089C0169J

MAP REVISED
MAY 16, 2013

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



Atlanta

Gillem Logistics Center

SITE

5105 Klondike Road

Arabia Mountain National Heritage Area

Panola Mountain State Park

Johnson Park

Google



VICINITY MAP



WORK SESSION AGENDA ITEM

SUBJECT: IGA EHOST Remaining Proceeds

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

Work Session: 11/12/2019

SUBMITTED BY: Plez Joyner, Deputy City Manager

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Approve at the November 12, 2019 Meeting

**INTERGOVERNMENTAL AGREEMENT FOR THE DISTRIBUTION
OF EQUALIZED HOMESTEAD OPTION SALES TAX PROCEEDS**

THIS AGREEMENT for the distribution of Equalized Homestead Option Sales and Use Tax proceeds (the “Agreement”) is made and entered into this _____ day of _____, _____ by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter the “County”), and the City of Atlanta, the City of Avondale Estates, the City of Brookhaven, the City of Chamblee, the City of Clarkston, the City of Decatur, the City of Doraville, the City of Dunwoody, the City of Lithonia, the City of Pine Lake, the City of Stonecrest, the City of Stone Mountain, and the City of Tucker, municipal corporations of the State of Georgia (hereinafter collectively the “Municipalities” and, individually, as the context requires, “Municipality”).

WITNESSETH:

WHEREAS, the parties to this Agreement consist of the County and the Municipalities;

WHEREAS, the County and Municipalities are authorized to enter into this Agreement by Georgia law, specifically Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia;

WHEREAS, pursuant to O.C.G.A. § 48-8-109.1 *et seq.* (the “Act”), a referendum election was held in DeKalb County, Georgia on November 7, 2017 in which voters approved suspending the one percent Homestead Option Sales and Use Tax (“HOST”) and replacing the tax with a one percent Equalized Homestead Option Sales and Use Tax (“EHOST”), for the purpose of applying one-hundred percent of the proceeds collected from EHOST toward reducing ad valorem property tax millage rates within the County and Municipalities;

WHEREAS, pursuant to the Act, the State Revenue Commissioner of the Georgia Department of Revenue (“Revenue Commissioner”) must disburse EHOST proceeds to the County and Municipalities; first to reduce and eliminate if possible, county ad valorem property tax line items levied uniformly throughout the county on homestead properties; then, any remaining EHOST proceeds must be used to reduce homestead property taxes, at an equal and uniform rate, across both county millage rates levied only in unincorporated portions of the county on homestead properties and municipal millage rates levied in every municipality located either wholly or partially in the county on homestead properties;

WHEREAS, the County and Municipalities, having reviewed the applicable law, have agreed upon a specific method to request the Revenue Commissioner to disburse proceeds collected from EHOST and also agreed on a method to calculate the equalized homestead exemption applicable to county and municipal homestead property tax millage rates;

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

- (A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
- (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia; and
 - (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
 - (iii) This Agreement is a valid, binding, and enforceable obligation of the County.
- (B) Each of the Municipalities, on its own behalf, makes the following representations and warranties, which may be specifically relied upon by all parties as a basis for entering this Agreement:
- (i) The Municipality is a municipal corporation duly created and organized under the laws of the State of Georgia; and
 - (ii) The governing authority of the Municipality is duly authorized to execute, deliver and perform this Agreement; and
 - (iii) This Agreement is a valid, binding, and enforceable obligation of the Municipality; and
 - (iv) The Municipality is located in part or entirely within the geographic boundaries of the special tax district created in the County.
- (C) It is the intention of the County and Municipalities to comply in all applicable respects with O.C.G.A. § 48-8-109.1 *et seq.* and all provisions of this Agreement shall be construed in light of the applicable provisions found in O.C.G.A. § 48-8-109.1 *et seq.*
- (D) The County and Municipalities agree to maintain thorough and accurate records concerning their respective receipt and expenditure of EHOST proceeds.

Section 2. Conditions Precedent

The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the collection of the EHOST tax by the Revenue Commissioner and transferring same to the County and Municipalities in conformity with this Agreement and the applicable provisions of O.C.G.A. § 48-8-109.1 *et seq.*

Section 3. Definitions

- (A) Remaining Proceeds: the amount of EHOST proceeds disbursed by the Revenue Commissioner in the previous year remaining after rolling back and eliminating the millage rates for the County Hospital Fund and General Fund taxes in the current year.
- (B) Gross Homestead Digest: the total assessed value of all qualified homestead property located in DeKalb County.
- (C) Unincorporated Homestead Digest Percentage: the percentage of the Gross Homestead Digest applicable to unincorporated DeKalb County.
- (D) Municipal Homestead Digest Percentage: the percentage of the Gross Homestead Digest applicable to a Municipality.
- (E) Remaining Proceeds Credit: the Remaining Proceeds amount divided by the Gross Homestead Digest value for the current year.

Section 4. Distribution of EHOST Proceeds

- (A) The parties agree, in accordance with O.C.G.A. § 48-8-109.5, that EHOST proceeds collected by the Revenue Commissioner shall be disbursed as follows:
 - (i) One percent of EHOST proceeds shall be paid by the Revenue Commissioner into the general fund of the state treasury in order to defray the costs of administration.
 - (ii) After one percent of EHOST proceeds are subtracted to defray the cost of administration, the Revenue Commissioner shall disburse EHOST proceeds to the County. If in any given year there are Remaining Proceeds, the Revenue Commissioner shall disburse Remaining Proceeds to the County and Municipalities according to subsection (iv) below. If there are no Remaining Proceeds for any given year, the Revenue Commissioner shall disburse all EHOST proceeds to the County only.
 - (iii) In any year in which there are Remaining Proceeds, the County must provide written notification of such proceeds to the Revenue Commissioner and the Municipalities by no later than September 1st of the year. The County's notification must certify the following information:
 - (a) The amount of Remaining Proceeds for the current year.
 - (b) The Gross Homestead Digest value for the current year.
 - (c) The Unincorporated Homestead Digest Percentage and each Municipal Homestead Digest Percentage for the current year.
 - (d) Any Municipality that does not levy a municipal ad valorem property tax.

- (iv) If the Revenue Commissioner receives a notice of Remaining Proceeds from the County, the Revenue Commissioner shall disburse the Remaining Proceeds amount to the County and each Municipality according to the Unincorporated Homestead Digest Percentage and each respective Municipal Homestead Digest Percentage. Except, for any Municipality that does not levy a municipal ad valorem property tax, the Revenue Commissioner shall disburse such Municipality's respective share of the Remaining Proceeds to the County. All other EHOST proceeds for such years shall be disbursed to the County.

Section 5. Use of EHOST Proceeds

EHOST proceeds disbursed to the County and Municipalities shall be utilized as follows:

- (A) First, to roll back, and eliminate if possible, the millage rates for the County general and hospital tax funds.
- (B) Then, if there are Remaining Proceeds, the Remaining Proceeds Credit shall be applied to the millage rates for any county ad valorem property tax line items levied only in the unincorporated portions of the county on homestead properties, commonly referred to as the County Police and Designated Funds; and shall also be applied to the millage rates for any municipal ad valorem property tax line items levied in each individual municipality located wholly or partially in the county on homestead properties. For any Municipality that does not levy a municipal ad valorem property tax, the Remaining Proceeds Credit shall be applied to the millage rates for any county ad valorem property tax line items levied within the boundaries of the Municipality.

Section 6. Effective Date and Term of this Agreement

This Agreement shall commence upon the date of its execution and shall terminate on the date on which EHOST is no longer levied in DeKalb County or fifty (50) years from the date of its execution, whichever is earlier.

Section 7. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to the distribution and use of EHOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said EHOST taxes. No representation oral or written not incorporated in this Agreement shall be binding upon the County or the Municipalities.

Section 8. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the County and the Municipalities.

Section 9. Severability, Non-Waiver, Applicable Law, and Enforceability

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the arbitrator or court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

Section 10. Compliance with Law

During the term of this Agreement, the County and each Municipality shall comply with all State law applicable to the use of EHOST proceeds, specifically O.C.G.A. § 48-8-109.1 *et seq.*

Section 11. Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- (A) Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$500,000, in which case the dispute shall be heard by a panel of three arbitrators. Where the claim is to be heard by single arbitrator, the arbitrator shall be selected pursuant to the list process provided for in the Commercial Arbitration Rules unless the parties to the arbitration are able to select an arbitrator independently by mutual agreement. The arbitrator shall be a lawyer with at least 10 years of active practice in commercial law and/or local government law. Where the claim is to be heard by a panel of three arbitrators, selection shall occur as follows. Within 15 days after the commencement of arbitration, the city or cities party to the arbitration shall select one person to act as arbitrator and the County shall select one person to act as an arbitrator. The two selected arbitrators shall then select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. This third arbitrator shall be a former judge in the State or Superior Courts of Georgia or a former federal district judge.

- (B) The arbitration shall be governed by the laws of the State of Georgia.
- (C) The standard provisions of the Commercial Rules shall apply.
- (D) Arbitrators will have the authority to allocate the costs of the arbitration process among the parties but will only have the authority to allocate attorneys' fees if a particular law permits them to do so, specifically including O.C.G.A. § 9-15-14.
- (E) The award of the arbitrators shall be accompanied by a written opinion that includes express findings of fact and conclusions of law.

Section 12. No Consent to Breach

No consent to or waiver of the right to enforce, express or implied, by any party to this Agreement, any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future right to enforce a breach of the same.

Section 13. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[The Remainder of This Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

DEKALB COUNTY, GEORGIA

MICHAEL L. THURMOND
Chief Executive Officer (SEAL)

ATTEST:

BARBARA SANDERS-NORWOOD, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM AND
LEGAL VALIDITY:**

ZACHARY L. WILLIAMS
Chief Operating Officer

VIVIANE H. ERNSTES
County Attorney

**CITY OF ATLANTA,
GEORGIA**

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM AND
LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

**CITY OF AVONDALE ESTATES,
GEORGIA**

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM AND
LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF BROOKHAVEN, GEORGIA

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF CHAMBLEE, GEORGIA

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF CLARKSTON, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF DECATUR, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF DORAVILLE, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF DUNWOODY, GEORGIA

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF LITHONIA, GEORGIA

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF PINE LAKE, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

**CITY OF STONE MOUNTAIN,
GEORGIA**

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF STONECREST, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

May 16, 2018

CITY OF TUCKER, GEORGIA

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney



WORK SESSION AGENDA ITEM

SUBJECT: MOU for Youth Basketball/Youth Sports at Browns Mill Recreation Center

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

Work Session: 11/12/2019

SUBMITTED BY: Sean de Palma

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Approve at the November 12, 2019 Meeting

Memorandum of Agreement

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

WITNESSETH:

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

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

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

WHEREAS, these activities include but are not limited to a recreational basketball league; and

WHEREAS, the cost per child for such services will be \$110.00 charged to citizens who wish to register for recreational basketball; and

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

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

SECTION 1: PARTIES

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

SECTION 2: PURPOSE AND SCOPE OF SERVICES

The purpose of this MOA is to establish the terms and conditions under which the YMCA will provide youth basketball services at the Browns Mill Recreation Center. The YMCA will provide youth basketball programs that incorporate all aspects of traditional youth basketball

[3137993/1]

league, team practice and scheduled games. The YMCA will provide youth basketball services for kids' ages 4-15 years old.

SECTION 3: TERM

This MOA shall become effective upon execution by all parties and remain in effect until March 1, 2020, unless terminated by one of the parties as provided below. Amendments may be added to this document regarding future services including but not limited to Spring Soccer March 2020 Summer Basketball August 2020, Fall Soccer 2020

The City may terminate this Contract for cause upon ten (10) days prior written notice to the YMCA of its default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

This MOA may be terminated, without cause, by either party upon ten (10) days written notice, which notice shall be delivered by hand or certified mail to the address listed above.

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

SECTION 4: ROLES AND RESPONSIBILITIES OF THE PARTIES

A. YMCA

The YMCA shall:

1. Provide youth basketball services program for children aged 4-15 years old at a cost of \$110.00 per child beginning on December 5, 2019. (December 5, 2019 game start date).
2. Register and place all children and or teams, to include a once a week practice and weekly games. (On-site registration at Browns Mill Recreation Center and online registration will be available).
3. Ensure all staff and volunteers have been screened and background checked.
4. Provide program oversight to provide a consistent and fun program.
5. Hold all games at the Browns Mill Recreation Center or the South DeKalb Family YMCA.

B. CITY OF STONECREST

The City of Stonecrest shall:

1. Maintain Browns Mill Recreation Center in a safe and clean condition.

SECTION 5: INDEMNIFICATION AND HOLD HARMLESS

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

The City of Stonecrest shall be liable for injuries, and claims related to the Browns Mill recreation facility or caused by neglect of facility maintenance to include but not limited to all parking areas.

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

SECTION 6: INSURANCE

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

SECTION 7: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

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

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

For the purposes of this agreement, 'data' includes, but is not limited to, writings, sound recordings, photographs, films, videotapes, or other graphic representations and works of a similar nature. The parties shall have the right to use same without restriction or limitation and without compensation to the other parties of the agreement subject to written permission by parents and according to Bright From the Start rules and regulations. .

SECTION 9: COUNTERPARTS

[3137993/1]

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

[SIGNATURES TO FOLLOW]

Counterpart 1 of 2 to the Memorandum of Agreement

Witness:

City of Stonecrest, Georgia

Municipal Clerk

Jason Lary, Sr., Mayor

Date

Approved as to Form:

Recommended:

Approved:

Counterpart 2 of 2 to the Memorandum of Agreement

South DeKalb YMCA

Attested

Title: _____

Date: