



## CITY OF STONECREST, GEORGIA

### CITY COUNCIL SPECIAL CALLED MEETING – AGENDA

3120 Stonecrest Blvd., Stonecrest, GA 30038

Wednesday, September 06, 2023 at 5:00 PM

*Mayor Jazzmin Cobble*

*Council Member Tara Graves - District 1      Council Member Rob Turner - District 2*

*Council Member Alecia Washington - District 3      Mayor Pro Tem George Turner - District 4*

*Council Member Tammy Grimes - District 5*

**Citizen Access:** [Stonecrest YouTube Live Channel](#)

**I. CALL TO ORDER:** George Turner, Mayor Pro-Tem

**II. ROLL CALL:** Sonya Isom, City Clerk

**III. AGENDA ITEMS**

**a. For Decision** - Resolution for Adoption of SPLOST Intergovernmental Agreement and Resolution - *Hari Karikaran, City Engineer*

**b. For Decision** - Resolution for Right-of-Way Dedication and Acceptance at 6030 Hillandale Drive - *Hari Karikaran, City Engineer*

**IV. EXECUTIVE SESSION**

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

**V. 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, Sonya Isom, as soon as possible, preferably 2 days before the activity or event.*



## CITY COUNCIL AGENDA ITEM

**SUBJECT: Adoption of SPLOST Intergovernmental Agreement and Resolution**

**AGENDA SECTION:** *(check all that apply)*

☐ PRESENTATION    ☐ PUBLIC HEARING    ☐ CONSENT AGENDA    ☐ OLD BUSINESS  
☒ NEW BUSINESS    ☐ OTHER, PLEASE STATE: Click or tap here to enter text.

**CATEGORY:** *(check all that apply)*

☐ ORDINANCE ☒ RESOLUTION    ☐ CONTRACT    ☐ POLICY    ☐ STATUS REPORT  
☐ OTHER, PLEASE STATE: Click or tap here to enter text.

**ACTION REQUESTED:** ☒ DECISION    ☐ DISCUSSION,    ☐ REVIEW, or    ☐ UPDATE ONLY

**Previously Heard Date(s):** Click or tap here to enter text. & Click or tap to enter a date.

**Current Work Session:** Click or tap to enter a date.

**Current Council Meeting:** Wednesday, September 6, 2023

**SUBMITTED BY:** Alicia Thompson, City Attorney and Hari Karikaran, City Engineer

**PRESENTER:** Hari Karikaran, City Engineer

**PURPOSE:** Adoption of Intergovernmental Agreement with DeKalb County and Resolution

**FACTS:** City of Stonecrest is entering into an intergovernmental agreement with DeKalb County to administer SPLOST II fund collection and distribution. The City of Stonecrest is looking to sell General Obligation Bonds to generate funding to advance all projects.

**OPTIONS:** Choose an item. Click or tap here to enter text.

**RECOMMENDED ACTION:** Choose an item. Click or tap here to enter text.

### ATTACHMENTS:

- (1) Attachment 1 - Intergovernmental Agreement
- (2) Attachment 2 - SPLOST IGA Resolution
- (3) Attachment 3 - 2024 SPLOST II Funding Allocation
- (4) Attachment 4 - Referendum Resolution
- (5) Attachment 5 - Click or tap here to enter text.

**INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION  
OF PROCEEDS FROM THE ONE PERCENT SPECIAL PURPOSE  
LOCAL OPTION SALES TAX**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter the “County”), and 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”). This Agreement does not include the portion of the City of Atlanta located in DeKalb County, which is specifically excluded from the levy and receipt of Special Purpose Local Option Sales Tax (“SPLOST”) proceeds at this time pursuant to O.C.G.A. § 48-8-109.5(f).

**WITNESSETH:**

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

**WHEREAS**, in 2017 the citizens of DeKalb County, Georgia voted to approve and imposed the first DeKalb County SPLOST (“SPLOST I”); and

**WHEREAS**, the County and the Municipalities entered into an intergovernmental agreement for SPLOST I, which was approved in substantially final form by each Municipality at various times in the fall of 2017 and by the County on September 26, 2017; and

**WHEREAS**, the authority to impose the tax authorized by SPLOST I is set to terminate on March 31, 2024, but the remaining provisions of the SPLOST I IGA remain in force and effect until such time as it expires as set forth in the SPLOST I IGA; and

**WHEREAS**, the County and the Municipalities believe it is in the best interests of DeKalb County and the Municipalities to reimpose a six year SPLOST pursuant to O.C.G.A. § 48-8-111 (hereinafter referred to as “SPLOST II”) to fund capital outlay projects that significantly improve the health, safety, and welfare of all taxpayers and residents of DeKalb County and its Municipalities; and

**WHEREAS**, SPLOST II will not add an additional penny to the existing SPLOST I, but will be collected instead of SPLOST I which is set to expire on March 31, 2024; and

**WHEREAS**, the parties anticipate that the DeKalb County Governing Authority will approve and sign a resolution requesting the DeKalb County Board of Registrations and Elections to issue a call for a Referendum on the issue of the imposition of SPLOST II and continued imposition of the Equalized Homestead Option Sales Tax (the “EHOST”) in 2023; and

**WHEREAS**, O.C.G.A. § 48-8-110 et seq. (the “Act”), authorizes the levy of a one percent County SPLOST for the purpose of financing and developing capital outlay projects, as that term

is defined and described by the Act (“capital outlay projects” or “projects”), for the use and benefit of the County and qualified municipalities within the County; and

**WHEREAS**, as is required by law, the County and Municipalities met as required by O.C.G.A. § 48-8-111(a) on the 18th day of August, 2023; and

**WHEREAS**, the County and the Municipalities have reviewed O.C.G.A. § 48-8-109.5(e) and agreed upon a method to request the State Revenue Commissioner for the Georgia Department of Revenue (“Revenue Commissioner”) to divide the SPLOST II proceeds between the County and the Municipalities; and

**WHEREAS**, the County and the Municipalities are authorized to enter into this Agreement by Georgia law, specifically including Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia and O.C.G.A. § 48-8-109.5(e).

**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. Projects**

- (A) All capital outlay project categories and/or projects, to be funded in whole or in part from County SPLOST II proceeds, are listed in Exhibit A, which is attached hereto and made part of this Agreement.
- (B) The capital outlay projects, to be funded in whole or in part from the Municipalities’ SPLOST II proceeds, are listed in Exhibit B, which is attached hereto and made part of this Agreement.

### **Section 2. 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; and
  - (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 7<sup>th</sup> day of November 2023, for the

purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST II shall be imposed on all sales and uses within the special district coterminous with the applicable boundaries of DeKalb County for a period of six (6) years, commencing on the 1st day of April, 2024, to raise an estimated \$850 million to be used for funding and developing the projects specified in Exhibit A and Exhibit B; and

- (v) Each County project funded by SPLOST II proceeds shall be maintained as a public facility and in public ownership.
  - (vi) Upon the request of a Municipality by official Resolution of the Governing Authority of the Municipality, the County will take all actions necessary to add language to the referendum ballot presented to voters residing in the requesting Municipality to submit to those voters for their approval, the question of whether or not the requesting Municipality shall be authorized to issue general obligation debt of the Municipality in a not to exceed amount to be identified by the Municipality in its requesting Resolution.
- (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 a qualified municipality as defined in O.C.G.A. § 48-8-110 (4); and
  - (v) The Municipality is located entirely within the geographic boundaries of the special tax district created in the County; and
  - (vi) Each Municipality's projects funded by SPLOST II proceeds shall be maintained as public facilities and in public ownership.
- (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 48-8-110 *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.* and 48-8-110 *et seq.*
- (D) The County and Municipalities agree to promptly proceed with the acquisition,

construction, equipping, installation, and execution of the projects specified in Exhibit A and Exhibit B of this Agreement, or any other capital outlay projects as defined and authorized under O.C.G.A. §§ 48-8-109.1 *et seq.* and 48-8-110 *et seq.* that are approved for such purposes hereafter.

- (E) The County and the Municipalities agree to maintain thorough and accurate records concerning their respective receipt and expenditure of SPLOST II proceeds.

### **Section 3. Conditions Precedent**

- (A) The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the continued imposition of the EHOST and imposition of SPLOST II in accordance with the provisions of O.C.G.A. § 48-8-109.1 *et seq.* and O.C.G.A. § 48-8-110 *et seq.*
- (B) This Agreement is further conditioned upon the approval of the continued imposition of the EHOST and imposition of SPLOST II by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-109.1 *et seq.* and O.C.G.A. § 48-8-110 *et seq.*
- (C) This Agreement is further conditioned upon the collecting of the SPLOST II revenues by the Revenue Commissioner and transferring same to the County and Municipalities in conformity with the requirements of O.C.G.A. § 48-8-109.1 *et seq.* and O.C.G.A. § 48-8-110 *et seq.*

### **Section 4. Effective Date and Term of the Tax**

The SPLOST II, subject to approval in an election to be held on November 7, 2023, shall continue for a period of six (6) years with collections beginning on April 1, 2024 or the date the Revenue Commissioner specifies as the collection start date.

### **Section 5. Effective Date and Term of this Agreement**

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (i) The official declaration by the DeKalb County Board of Registration and Elections of the failure of the election described in this Agreement;
- (ii) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the SPLOST II after the expiration of the SPLOST II; or

- (iii) The completion of all projects described in Exhibit A and Exhibit B or approved for development with SPLOST II proceeds hereafter.

## **Section 6. County SPLOST II Fund; Separate Accounts; No Commingling**

- (A) A special fund or account shall be created by the County and designated as the 2023 DeKalb County Special Purpose Local Option Sales Tax Fund (“SPLOST II Fund”). The County shall select a bank with an office or branch physically located within DeKalb County which shall act as a depository and custodian of the SPLOST II Fund upon such terms and conditions as may be acceptable to the County.
- (B) Each Municipality shall create a special fund to be designated as the 2023 “*municipality name*” Special Purpose Local Option Sales Tax Fund. Each municipality shall select a bank with an office or branch physically located within DeKalb County which shall act as a depository and custodian of the SPLOST II proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- (C) All SPLOST II proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. SPLOST II proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST II proceeds and accrued interest shall be placed in such funds or accounts.

## **Section 7. Procedure for Disbursement of SPLOST II Proceeds**

- (A) Pursuant to O.C.G.A. § 48-8-115, proceeds of the SPLOST II shall be collected by the Revenue Commissioner and one percent (1%) of the amount of the SPLOST proceeds collected beginning April 1, 2024, or the date the Revenue Commissioner specifies as the collection start date, shall be paid into the general fund of the state treasury in order to defray the costs of administration.
- (B) The remaining ninety-nine percent (99%) of the amount collected from the SPLOST II (the “SPLOST II proceeds”) beginning April 1, 2024, or the date the Revenue Commissioner specifies as the collection start date, shall be distributed to the County and each Municipality by the Revenue Commissioner pursuant to the percentages set forth below and the parties agree that such percentages shall remain unchanged until the expiration of this six (6) year Special Purpose Local Option Sales Tax:

<b>City/County</b>	<b>Distribution Percentage</b>
Avondale Estates	0.512%
Brookhaven	8.069%
Chamblee	4.124%
Clarkston	2.028%
Decatur	3.590%
Doraville	1.427%
Dunwoody	7.038%
Lithonia	0.361%
Pine Lake	0.102%
Stonecrest	8.333%
Stone Mountain	0.911%
Tucker	5.172%
Unincorporated-DeKalb	58.333%

The above-described distribution percentages shall be set forth in a Tax Certificate of Distribution, the form of which is attached hereto as Exhibit C, to be forwarded to the Revenue Commissioner at a date and time of his/her choosing. In the event of an annexation of previously unincorporated areas of the County by a Municipality or in the event of the creation and voter approval of a new municipality within the previously unincorporated areas of the County, the County agrees to fund and develop projects within such newly incorporated areas in the same manner, at the same rate and subject to the same standards of priority as similar projects are funded and developed at that time in the unincorporated area of the County.

- (C) Upon receipt by the County or Municipality of SPLOST II proceeds collected by the Revenue Commissioner, the County and each Municipality shall immediately deposit said proceeds in a separate fund established by each government entity in accordance with Section 6 of this Agreement. The monies in each SPLOST II fund shall be held and applied to the cost of acquiring, constructing, installing, and executing, which includes project management, oversight auditing, and reporting, the County's and the Municipalities' respective capital outlay projects listed in Exhibit A and Exhibit B.
- (D) Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an Act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.



- (E) The County shall work cooperatively with Avondale Estates, Lithonia, Pine Lake, and Stone Mountain to construct specified capital outlay projects that benefit the infrastructure of these Municipalities and the County.

## **Section 8. Expenses**

The County shall be responsible for the cost of holding the SPLOST II election.

## **Section 9. Audits**

During the term of this Agreement, the distribution and use of all SPLOST II proceeds deposited in the SPLOST II Fund and each Municipal SPLOST II fund shall be audited in accordance with O.C.G.A. § 48-8-121 (a)(2) by the County's auditor for the County projects and by each Municipality's auditor for the respective Municipality's projects. The County and each Municipality receiving SPLOST II proceeds shall be responsible for the cost of their respective audits.

## **Section 10. Notices**

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid to the following addresses. The parties agree to give each other non-binding duplicate email notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first-class U.S. mail, return receipt requested.

### **DeKalb County:**

Chief Executive Officer  
Executive Assistant  
DeKalb County, Georgia  
1300 Commerce Drive  
Decatur, Georgia 30030

With a copy to:

County Attorney  
DeKalb County, Georgia  
1300 Commerce Drive  
Decatur, Georgia 30030

### **City of Avondale Estates:**

Patrick Bryant  
City Manager  
21 N. Avondale Plz.  
Avondale Estates, GA 30002

With a copy to:

Stephen Quinn  
Wilson, Morton & Downs LLC  
125 Clairmont Avenue, Ste. 420  
Decatur, GA 30030

**City of Brookhaven:**

Christian Sigman  
City Manager  
4362 Peachtree Road  
Brookhaven, GA 30319

With copy to:

Jeremy Berry  
Chilivis Grubman  
1834 Independence Square  
Atlanta, GA 30338

**City of Clarkston:**

City Manager  
1055 Rowland Street  
Clarkston, GA 30021-1711

With copy to:

Stephen G. Quinn  
Wilson, Morton & Downs LLC  
125 Clairmont Ave., Ste. 420  
Decatur, GA 30030

**City of Doraville:**

Chris Eldridge  
City Manager  
3725 Park Avenue  
Doraville, GA 30340-1197

With copy to:

Cecil McLendon, Esq.  
3600 Dallas Highway, Suite 230-172  
Marietta, GA 30064

**City of Chamblee:**

Jon Walker  
City Manager  
5468 Peachtree Road  
Chamblee, GA 30341-2398

With copy to:

Keri Ware  
Wilson, Morton & Downs LLC  
125 Clairmont Avenue, Ste. 420  
Decatur, GA 30030

**City of Decatur:**

Andrea Arnold  
City Manager  
509 N. McDonough Street  
Decatur, GA 30030

With copy to:

Bryan Downs  
Wilson, Morton & Downs LLC  
125 Clairemont Ave., Ste. 420  
Decatur, GA 30030

**City of Dunwoody:**

Eric Linton  
City Manager  
41 Perimeter Ctr. East, Suite 250  
Dunwoody, GA 30346

With copy to:

Kenneth R. Bernard, Jr.  
8470 Price Avenue  
Douglasville, GA 30134

**City of Lithonia:**

Donald Dejarnette  
City Administrator  
6920 Main Street  
Lithonia, GA 30058

With copy to:

Winston A. Denmark, Esq.  
Fincher Denmark LLC  
100 Hartsfield Centre, Suite #400  
Atlanta, GA 30354

**City of Stone Mountain:**

Darnetta Tyus  
City Manager  
875 Main Street  
Stone Mountain, GA 30083

With copy to:

Jeffrey M. Strickland  
Jarrard & Davis, LLP  
222 Webb Street  
Cumming, GA 30040

**City of Tucker:**

Tami Hanlin  
City Manager  
1975 Lakeside Parkway, Suite 350  
Tucker, GA 30084

With copy to:

Ted Baggett  
Pereira, Kirby, Kinsinger & Nguyen, LLP  
690 Longleaf Drive  
Lawrenceville, GA 30046

**City of Pine Lake:**

ChaQuias Miller-Thornton  
City Manager  
P.O. Box 1325  
Pine Lake, GA 30072

With copy to:

Susan Moore  
2367 North Decatur Road  
Decatur, GA 30033

**City of Stonecrest:**

Gia Scruggs  
City Manager  
3120 Stonecrest Blvd.  
Stonecrest, GA 30038

With copy to:

Winston A. Denmark  
Fincher Denmark LLC  
100 Hartsfield Centre, Suite #400  
Atlanta, GA 30354

**Section 11. 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 the proceeds from SPLOST II. 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 SPLOST II proceeds. No representation oral or written not incorporated in this Agreement shall be binding upon the County or the Municipalities.

## **Section 12. Amendments**

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

## **Section 13. 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 14. 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 the SPLOST II proceeds, specifically including O.C.G.A. § 48-8-110, *et seq.*

## **Section 15. 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 16. No Consent to Breach**

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

#### **Section 17. 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.

**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**

\_\_\_\_\_(SEAL)  
**MICHAEL L. THURMOND**  
Chief Executive Officer

**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 AVONDALE ESTATES,  
GEORGIA**

Attest:

\_\_\_\_\_(SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

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

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

**CITY OF BROOKHAVEN, GEORGIA**

Attest:

\_\_\_\_\_(SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

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

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney



CITY OF CHAMBLEE, GEORGIA

Attest:

\_\_\_\_\_(SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM  
AND LEGAL VALIDITY:

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

**CITY OF CLARKSTON, GEORGIA**

Attest:

\_\_\_\_\_(SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

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

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

**CITY OF DECATUR, GEORGIA**

Attest:

\_\_\_\_\_(SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

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

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

**CITY OF DORAVILLE, GEORGIA**

Attest:

\_\_\_\_\_(SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

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

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

**CITY OF DUNWOODY, GEORGIA**

Attest:

\_\_\_\_\_(SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

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

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

**CITY OF LITHONIA, GEORGIA**

Attest:

\_\_\_\_\_(SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

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

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

**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

**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



**CITY OF STONECREST, GEORGIA**

Attest:

\_\_\_\_\_(SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

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

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

**CITY OF TUCKER, GEORGIA**

Attest:

\_\_\_\_\_(SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

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

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

**EXHIBIT “A”**  
**County Projects**

**EXHIBIT “B”**  
**City Projects**

**EXHIBIT “C”****2023 SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX  
CERTIFICATE OF DISTRIBUTION  
UNDER EQUALIZED HOMESTEAD OPTION SALES TAX**

TO: State Revenue Commissioner

Pursuant to O.C.G.A. § 48-8-109.5(e) of Part 2 of Article 2A of Chapter 8 Of Title 48 of the Official Code of Georgia Annotated, the “Equalized Homestead Option Sales Tax Act of 2015”, relating to the distribution of proceeds of the tax under Part 1 of Article 3 of said chapter, the County Special Purpose Local Option Sales & Use Tax, the governing authorities for DeKalb County and all municipalities located within the special district coterminous with the boundaries of DeKalb County, except that portion of the City of Atlanta in DeKalb County, hereby certify that the proceeds of the combination county/city special purpose local option sales and use tax generated in such district shall be strictly divided in the following percentage amounts as determined by the attached intergovernmental agreement between the parties named below. Such proceeds shall be distributed by the State Revenue Commissioner as follows:

City of Avondale Estates, Georgia shall receive 0.512%  
City of Brookhaven, Georgia shall receive 8.069%  
City of Chamblee, Georgia shall receive 4.124%  
City of Clarkston, Georgia shall receive 2.028%  
City of Decatur, Georgia shall receive 3.590%  
City of Doraville, Georgia shall receive 1.427%  
City of Dunwoody, Georgia shall receive 7.038%  
City of Lithonia, Georgia shall receive 0.361%  
City of Pine Lake, Georgia shall receive 0.102%  
City of Stonecrest, Georgia shall receive 8.333%  
City of Stone Mountain, Georgia shall receive 0.911%  
City of Tucker, Georgia shall receive 5.172%  
County of DeKalb, Georgia shall receive 58.333%

This certificate shall continue in effect until March 31, 2030.

As required by O.C.G.A. § 48-8-109.5(f), this certificate specifically excludes that portion of the City of Atlanta located in DeKalb County.

Executed on behalf of the governing authorities of the county and municipalities located wholly within the special district of DeKalb County, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

---

**MAYOR, CITY OF AVONDALE ESTATES**

---

**MAYOR, CITY OF BROOKHAVEN**

---

**MAYOR, CITY OF CHAMBLEE**

---

**MAYOR, CITY OF CLARKSTON**

---

**MAYOR, CITY OF DECATUR**

---

**MAYOR, CITY OF DORAVILLE**

---

**MAYOR, CITY OF DUNWOODY**

---

**MAYOR, CITY OF LITHONIA**

---

**MAYOR, CITY OF PINE LAKE**

---

**MAYOR, CITY OF STONE MOUNTAIN**

---

**MAYOR, CITY OF STONECREST**

---

**MAYOR, CITY OF TUCKER**

---

**CHIEF EXECUTIVE OFFICER  
DEKALB COUNTY, GEORGIA**

**STATE OF GEORGIA**

**CITY OF STONECREST**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE ONE PERCENT SPECIAL PURPOSE LOCAL OPTION SALES TAX FOR SPLOST II; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Stonecrest, Georgia (the “City”) is a municipal corporation located in DeKalb County duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, O.C.G.A § 48-8-110.1. provides for the imposition of a county sales and use tax as authorized by the governing authority of any county in the state subject to the requirement of referendum approval and the other requirements for a limited period of time which tax shall be known as the county special purpose local option sales tax (“SPLOST”); and

**WHEREAS**, the proceeds received from the SPLOST must be used by the county and qualified municipalities within the county receiving proceeds of the sales and use tax exclusively for the purpose or purposes specified in the resolution or ordinance calling for imposition of the tax by project funding within specific categories; and

**WHEREAS**, in 2017, Georgia law was amended to limit the allowable categories of projects for DeKalb County (the “County”) to use its SPLOST; and

**WHEREAS**, the County was only permitted to use SPLOST funds on four specific categories of projects: (1) transportation purposes, (2) public safety facilities and related capital equipment, (3) debt service, and (4) the repair of capital outlay projects in an amount not to exceed fifteen percent (15%) of the total SPLOST proceed (“SPLOST I”); and



**WHEREAS**, House Bill 431 (“HB 431”) passed by the Georgia General Assembly in 2023 amends Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, relating to county special purpose local option sales tax; and

**WHEREAS**, paragraph (1) of subsection (a) of Code Section 48-8-111, relating to procedure for imposition of tax, resolution or ordinance, notice to county election superintendent, and election removes limitations put in place by SPLOST I and permits DeKalb County to fund various projects with their SPLOST.; and

**WHEREAS**, on Wednesday, May 3, 2023, Governor Brian Kemp signed HB 431 which authorizes DeKalb County to hold a referendum on November 7th, 2023 to impose a tax on the County and municipalities within the county including the City of Stonecrest (“SPLOST II”); and

**WHEREAS**, the County’s SPLOST II proceeds must be disbursed either on a per capita basis, based on the most recent decennial census or according to the terms of an intergovernmental agreement between the County and every municipality wholly located in DeKalb County; and

**WHEREAS**, the Mayor and City Council (“City Council”) must adopt a resolution authorizing the execution of the Intergovernmental Agreement for the Use and Distribution of Proceeds from the One Percent Special Purpose Local Option Sales Tax; and

**WHEREAS**, pursuant to Chapter 8 of Title 45 of the Official Code of Georgia the intergovernmental agreement shall, at a minimum, include the following:

(A) The specific capital outlay project or projects to be funded pursuant to the agreement;

(B) The estimated or projected dollar amounts allocated for each project from tax proceeds from the tax authorized by this part;

(C) The procedures for distributing proceeds from the tax authorized by this part to qualified municipalities;

(D) A schedule for distributing proceeds from the tax authorized by this part to qualified municipalities which schedule shall include the priority or order in which projects will be fully or partially funded;

(E) A provision that all capital outlay projects included in the agreement shall be funded from proceeds from the tax authorized by this part except as otherwise agreed;

(F) A provision that proceeds from the tax authorized by this part shall be maintained in separate accounts and utilized exclusively for the specified purposes;

(G) Record-keeping and audit procedures necessary to carry out the purposes of this part; and

(H) Such other provisions as the county and participating municipalities choose to address;

**WHEREAS**, the County and the participating municipalities have drafted the Intergovernmental Agreement for the Use and Distribution of Proceeds from the One Percent Special Purpose Local Option Sales Tax (“IGA”) attached as EXHIBIT A incorporated herein by reference; and

**WHEREAS**, the City Council authorizes execution of the IGA and accompanying documentation related thereto on behalf of the City; and

**WHEREAS**, the City Attorney will return the executed IGA and accompanying documents to the County for completion of the SPLOST II procedure.

**NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Stonecrest, Georgia** that pursuant to O.C.G.A. § 48-8-115 the Mayor, City Manager, City

Attorney and the City Clerk is authorized to execute the Intergovernmental Agreement for the Use and Distribution of Proceeds from the One Percent Special Purpose Local Option Sales Tax and all accompanying documentation related thereto.

**BE IT FURTHER RESOLVED**, the City Attorney will return the executed IGA and accompanying documents to the County for completion of the SPLOST II procedure.

**BE IT FURTHER RESOLVED**, all resolutions, ordinances, and parts thereof in conflict herewith are hereby expressly repealed.

**BE IT FURTHER RESOLVED**, the City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener's errors found in this Resolution, including its exhibits, as enacted.

**BE IT FINALLY RESOLVED**, the effective date of this Resolution shall be the date of adoption, unless otherwise specified herein.

**SO RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**CITY OF STONECREST, GEORGIA**

\_\_\_\_\_  
**Jazzmin Cobble, Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**City Attorney**

**STATE OF GEORGIA**

**CITY OF STONECREST**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO AMEND THE 2024 CITY OF STONECREST SPLOST II PROJECT CATEGORIES AND ESTIMATED BUDGET ALLOCATIONS; TO ESTABLISH NEW PROJECT CATEGORIES AND ESTIMATED BUDGET ALLOCATIONS TOTALING SEVENTY MILLION EIGHT HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED EIGHTY-ONE DOLLARS AND ZERO CENTS (\$70,863,281.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Stonecrest, Georgia (the “City”) is a municipal corporation located in DeKalb County duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, O.C.G.A § 48-8-110.1. provides for the imposition of a county sales and use tax as authorized by the governing authority of any county in the state subject to the requirement of referendum approval and the other requirements for a limited period of time which tax shall be known as the county special purpose local option sales tax (“SPLOST”); and

**WHEREAS**, the proceeds received from the SPLOST must be used by the county and qualified municipalities within the county receiving proceeds of the sales and use tax exclusively for the purpose or purposes specified in the resolution or ordinance calling for imposition of the tax by project funding within specific categories; and

**WHEREAS**, in 2017, Georgia law was amended to limit the allowable categories of projects for DeKalb County (the “County”) to use its SPLOST; and

**WHEREAS**, the County was only permitted to use SPLOST funds on four specific categories of projects: (1) transportation purposes, (2) public safety facilities and related capital equipment, (3) debt service, and (4) the repair of capital outlay projects in an amount not to exceed fifteen percent (15%) of the total SPLOST proceed (“SPLOST I”); and

**WHEREAS**, House Bill 431 (“HB 431”) passed by the Georgia General Assembly in 2023 amends Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, relating to county special purpose local option sales tax; and

**WHEREAS**, paragraph (1) of subsection (a) of Code Section 48-8-111, relating to procedure for imposition of tax, resolution or ordinance, notice to county election superintendent, and election removes limitations put in place by SPLOST I and permits DeKalb County to fund various projects with their SPLOST.; and

**WHEREAS**, on Wednesday, May 3, 2023, Governor Brian Kemp signed HB 431 which authorizes DeKalb County to hold a referendum on November 7th, 2023 to impose a tax on the County and municipalities within the county including the City of Stonecrest (“SPLOST II”); and

**WHEREAS**, the Mayor and City Council (“City Council”) must adopt a resolution approving the SPLOST II project categories and estimated budget allocations required for the November 2023 Referendum Election; and

**WHEREAS**, the County’s SPLOST II proceeds must be disbursed either on a per capita basis, based on the most recent decennial census or according to the terms of an intergovernmental agreement between the County and every municipality wholly located in DeKalb County; and

**WHEREAS**, the estimated proceeds for the City total SEVENTY MILLION EIGHT HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED EIGHTY-ONE DOLLARS AND ZERO CENTS (\$70,863,281.00); and

**WHEREAS,** City staff has presented proposed project categories and estimated budget allocations for the funding to the City Council; and

**WHEREAS,** the City staff seeks final approval of the proposed project categories and estimated budget allocations by Resolution.

**NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Stonecrest, Georgia** that the SPLOST II project categories required for the November 2023 Referendum Election is attached as EXHIBIT A incorporated herein by reference.

**BE IT FURTHER RESOLVED,** that the estimated proceeds for the City of Stonecrest in the November 2023 Referendum Election total SEVENTY MILLION EIGHT HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED EIGHTY-ONE DOLLARS AND ZERO CENTS (\$70,863,281.00) over a 6 YR Budget.

**BE IT FURTHER RESOLVED,** all resolutions, ordinances, and parts thereof in conflict herewith are hereby expressly repealed.

**BE IT FURTHER RESOLVED,** the City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener's errors found in this Resolution, including its exhibits, as enacted.

**BE IT FINALLY RESOLVED,** the effective date of this Resolution shall be the date of adoption, unless otherwise specified herein.

**SO RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023**

**CITY OF STONECREST, GEORGIA**

---

**Jazzmin Cobble, Mayor**

**ATTEST:**

---

**City Clerk**

**APPROVED AS TO FORM:**

---

**City Attorney**

## EXHIBIT A

### Project Categories and Estimated Budget Allocations (Proposed SPLOST II Referendum 6 YR Budget)

#### City Project List

**Revenue**
**\$70,863,281**

City of Stonecrest's share of the SPLOST II Proceeds shall be used to plan, design, construct, demolish, add to, acquire, relocate, renovate, replace, repair, improve accessibility to, improve sustainability to, furnish and equip projects for:

NO	PROJECT CATERGORY	APPROXIMATE ALLOCATION	NOTES
1	Street Paving/Resurfacing/ Transportation Improvement	\$41,334,550	1
2	Parks Improvement	\$11,805,800	2
3	Property Acquisition/ New Infrastructure	\$17,722,931	3
	<b>Total</b>	<b>\$70,863,281</b>	

**Notes:**

1. The annual street resurfacing list will be selected based on PCI numbers (lowest to highest) from the 2023 Street Evaluation, Includes intersection improvements, Traffic Studies, corridor studies, sidewalk improvement, trails, signal improvement, matching funds for Federal and State Grants.
2. Based on projects identified in the Park Master Plan and other new Park Improvements.
3. Parks properties, greenspace properties, property for new city buildings, New city buildings, building addition and renovation.
4. Based on DeKalb County projected total Revenue of \$141.7M per year and the City of Stonecrest distribution of approximately \$11.8M per year for six years.



**A REFERENDUM RESOLUTION TO AUTHORIZE THE ISSUANCE OF NOT TO EXCEED \$40,690,000 IN AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION DEBT OF THE CITY OF STONECREST IN CONJUNCTION WITH THE REIMPOSITION OF A SPECIAL ONE PERCENT SALES AND USE TAX; TO SPECIFY THE PURPOSES FOR WHICH SUCH DEBT IS TO BE ISSUED, THE MAXIMUM INTEREST RATE OR RATES THAT SUCH DEBT IS TO BEAR, AND THE AMOUNT OF PRINCIPAL TO BE PAID IN EACH YEAR DURING THE LIFE OF SUCH DEBT; TO PROVIDE FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES TO SERVICE SUCH DEBT, TO THE EXTENT THE PROCEEDS OF THE SALES AND USE TAX ARE NOT SUFFICIENT FOR SUCH PURPOSE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City Council of the City of Stonecrest (the “Governing Body”) is the governing authority of the City of Stonecrest (the “City”), a municipal corporation created and existing under the laws of the State of Georgia, and is charged with the duties of levying taxes, contracting debts, and managing the affairs of the City; and

**WHEREAS**, the City has entered into an Intergovernmental Agreement For The Use And Distribution Of Proceeds From The One Percent Special Purpose Local Option Sales Tax, dated as of September 6, 2023 (the “Contract”), with DeKalb County, Georgia (the “County”) and the other municipalities located in DeKalb County, except the City of Atlanta, which provides for the reimposition of a special one percent sales and use tax (the “SPLOST”), upon the termination of the special one percent sales and use tax presently in effect, pursuant to Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, in order to fund the capital outlay projects specified in the Contract; and

**WHEREAS**, the Governing Body has determined that the City should issue its general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the Governing Body may approve) in the aggregate principal amount not to exceed \$40,690,000 in conjunction with the reimposition of the SPLOST, to be payable first from the separate account in which are placed the proceeds received by the City from the SPLOST and then from the general funds of the City, for the purpose of providing funds to pay the costs of the City’s capital outlay projects described in the Contract (the “Projects”), to enable the City to complete the Projects before the SPLOST is collected; and

**WHEREAS**, the Governing Body desires to request the County to include in the call of the election and the ballot question for the SPLOST the City’s general obligation debt described above;

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

**Section 1.** The County is requested to include in the call of the election and the ballot question for the SPLOST the City’s general obligation debt described in Section 2 hereof.

**Section 2.** (a) Assuming that the reimposition of the SPLOST is approved by the voters of the City in the election for the SPLOST, the City hereby authorizes the issuance of its general obligation debt payable from the portion of the proceeds of the SPLOST payable to the City, in a maximum aggregate principal amount of up to \$40,690,000. The proceeds of the general obligation debt, if issued, shall be used to pay all or a portion of the Projects, the costs of issuing the general obligation debt, and capitalized interest. The general obligation debt shall bear interest from the first day of the month during which the general obligation debt is to be issued or from such other date as may be designated by the City prior to the issuance of the general obligation debt, which rates shall not exceed seven percent (7%) per annum. The actual rate or rates shall be determined in a resolution to be adopted by the City prior to the issuance of the general obligation debt. The maximum amount of principal to be paid in each year during the life of the general obligation debt shall be as follows:

<u>Year</u>	<u>Amount</u>
2025	\$6,140,000
2026	6,380,000
2027	6,635,000
2028	6,900,000
2029	7,175,000
2030	7,460,000

(b) Part of the proceeds of the SPLOST received by the City will be used for payment of general obligation debt issued by the City in conjunction with the reimposition of the SPLOST, and the remaining proceeds of the SPLOST will be used to fund the Projects to the extent the Projects have not been funded with proceeds of such general obligation debt.

**Section 3.** Should the general obligation debt of the City be authorized by the requisite number of qualified voters, the Governing Body shall, prior to the issuance of any such general obligation debt, levy an ad valorem tax upon all the property subject to taxation for general obligation bond purposes, within the corporate limits of the City, sufficient in amount to pay the principal of and the interest on such general obligation debt at their respective maturities, to the extent such principal and interest is not satisfied from the proceeds of the SPLOST.

**Section 4.** In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

**Section 5.** Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.

**Section 6.** The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener's errors found in this resolution, including its exhibits, as enacted.

**PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE** this \_\_\_\_ day of  
September 2023.

(SEAL)

**CITY OF STONECREST**

Attest:

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**STATE OF GEORGIA  
DEKALB COUNTY**

**CITY CLERK'S CERTIFICATE**

I, **SONYA ISOM**, City Clerk of the City of Stonecrest, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a resolution duly adopted by the City Council of the City of Stonecrest at an open public meeting duly called and lawfully assembled at 6:00 p.m., on the \_\_\_\_\_ day of September 2023, in connection with authorizing general obligation debt of the City of Stonecrest payable from a special one percent sales and use tax, the original of such resolution being duly recorded in the Minute Book of the City Council, which Minute Book is in my custody and control.

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

Jazzmin Cobble  
Tara Graves  
Robert Turner  
Alecia Washington  
George Turner  
Tammy Grimes

and that the following members were absent:

\_\_\_\_\_  
\_\_\_\_\_

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

Aye \_\_\_\_ Nay \_\_\_\_.

**WITNESS** my hand and the official seal of the City of Stonecrest, this the \_\_\_\_\_ day of September 2023.

\_\_\_\_\_  
City Clerk, City of Stonecrest

(SEAL)



## CITY COUNCIL AGENDA ITEM

**SUBJECT: Right-of-Way Dedication and Acceptance at 6030 Hillandale Drive**

**AGENDA SECTION:** *(check all that apply)*

☐ PRESENTATION    ☐ PUBLIC HEARING    ☐ CONSENT AGENDA    ☐ OLD BUSINESS  
☒ NEW BUSINESS    ☐ OTHER, PLEASE STATE: Click or tap here to enter text.

**CATEGORY:** *(check all that apply)*

☐ ORDINANCE ☒ RESOLUTION    ☐ CONTRACT    ☐ POLICY    ☐ STATUS REPORT  
☐ OTHER, PLEASE STATE: Click or tap here to enter text.

**ACTION REQUESTED:** ☒ DECISION    ☐ DISCUSSION,    ☐ REVIEW, or    ☐ UPDATE ONLY

**Previously Heard Date(s):** Click or tap to enter a date. & Click or tap to enter a date.

**Current Work Session:** Click or tap to enter a date.

**Current Council Meeting:** Wednesday, September 6, 2023

**SUBMITTED BY:** Hari Karikaran, City Engineer

**PRESENTER:** Hari Karikaran, City Engineer

**PURPOSE:** Accept dedicated right-of-way at 6030 Hillandale Drive

**FACTS:** Property Owner at 6030 Hillandale Drive is dedicating right-of-way based on Land Disturbance Permit requirement. Staff reviewed the dedication deed and exhibits and found that the required right-of-way is accurately depicted in the plat.

**OPTIONS:** Approve, Deny, Defer Click or tap here to enter text.

**RECOMMENDED ACTION:** Choose an item. Staff recommends acceptance of right-of-way at 6030 Hillandale Drive.

### ATTACHMENTS:

- (1) Attachment 1 - Executed deed and exhibits for right-of-way Dedication
- (2) Attachment 2 - GIS map showing existing right-of-way
- (3) Attachment 3 - Resolution accepting right-of-way at 6030 Hillandale Drive
- (4) Attachment 4 - Click or tap here to enter text.



## CITY COUNCIL AGENDA ITEM

---

(5) Attachment 5 - [Click or tap here to enter text.](#)



# DeKalb County Parcel Map



Date Printed: 8/31/2023



**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, 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 they 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.



A PROFESSIONAL CORPORATION

P.O. Box 1390 • Lawrenceville, Georgia 30046-1390  
770.962.0100 • www.powelledwards.com

August 29, 2023

**Via FedEx**

City Engineer  
Attn: Hari Karikaran, PE  
3120 Stonecrest Boulevard, Suite 190  
Stonecrest, Georgia 30038

Re: Right-of-Way Deed from Shah Ali Investment, LLC to the City of Stonecrest for a portion of 6030 Hillandale Dr., DeKalb County, Tax Parcel No. 16 088 01 002.

Dear Hari:

As you know, my law firm represents Shah Ali Investment, LLC in connection with the above referenced right-of-way-deed. At your request, please find enclosed herewith, the above referenced original fully executed right-of-way deed for acceptance by the City of Stonecrest and recording in the DeKalb County, Georgia deed records. If for any reason this right-of-way deed is not accepted by the City of Stonecrest and recoded in the DeKalb County, Georgia deed records, then you are instructed to immediately return the original right-of-way deed to me.

If you have any questions, or need anything further, please contact me.

Sincerely,  
Powell & Edwards, PC

Brian Edwards

Enclosure

For Deliveries and Appointments Only

Lawrenceville Office  
10 Lumpkin Street  
Lawrenceville, Georgia 30046-1390

Social Circle Office  
208 Brookstone Place  
Social Circle, Georgia 30025



After recording, return to:  
 Powell & Edwards, PC  
 P. O. Box 1390  
 Lawrenceville, GA 30046-1390  
 File No. 2023-76  
 A portion of Tax Parcel No.: 16 088 01 002

**CITY OF STONECREST**  
**RIGHT-OF-WAY DEED**  
**3120 Stonecrest Blvd, Stonecrest, Georgia 30038**

STATE OF GEORGIA  
 COUNTY OF DEKALB

PROJECT NO. LD 21-000029

THIS CONVEYANCE is made and executed the 28<sup>th</sup> day of August, 2023.

WITNESSETH that the undersigned (hereinafter referred to as "Grantor") is the owner of a tract of land in DeKalb County, Georgia through which **Hillandale Road**, known as **Project No. LD 21-000029**, has been laid out by the City of Stonecrest, a Georgia municipal corporation (the "City of Stonecrest").

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said improvements, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to the **City of Stonecrest**, and its successors in office, the following tract or parcel of land, which is necessary to make such right-of-way improvements as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 88 of the 16<sup>th</sup> Land District of DeKalb County, Georgia, and being more particularly described and depicted on Exhibit "A" attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD the said conveyed premises in fee simple. Grantor hereby warrants that Grantor has the right to sell and convey said land and that Grantor will warrant and forever defend the right and title to said land unto the City of Stonecrest against the claims of all persons whomsoever owning, holding or claiming by, through, or under Grantor, but not otherwise; provided, however, that the warranties of title made by Grantor herein shall not extend to any claims arising under any zoning ordinances affecting the subject property; covenants, restrictions and easements of record; and current city, state and county ad valorem property and sanitary taxes not yet due and payable.

(Signatures Contained on Following Page)

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal on the day above written.

Signed, sealed, and delivered  
in the presence of:

Mohammad Nait Alwan  
Unofficial Witness

[Signature]  
Notary Public  
My Commission Expires: 02/01/2027

[AFFIX NOTARY SEAL]

GRANTOR:  
Shah Ali Investment, LLC,  
a Georgia limited liability company

Sign: [Signature] (Seal)  
Print Name: Ali Shah Ali  
Title: Managing Member



Exhibit "A"

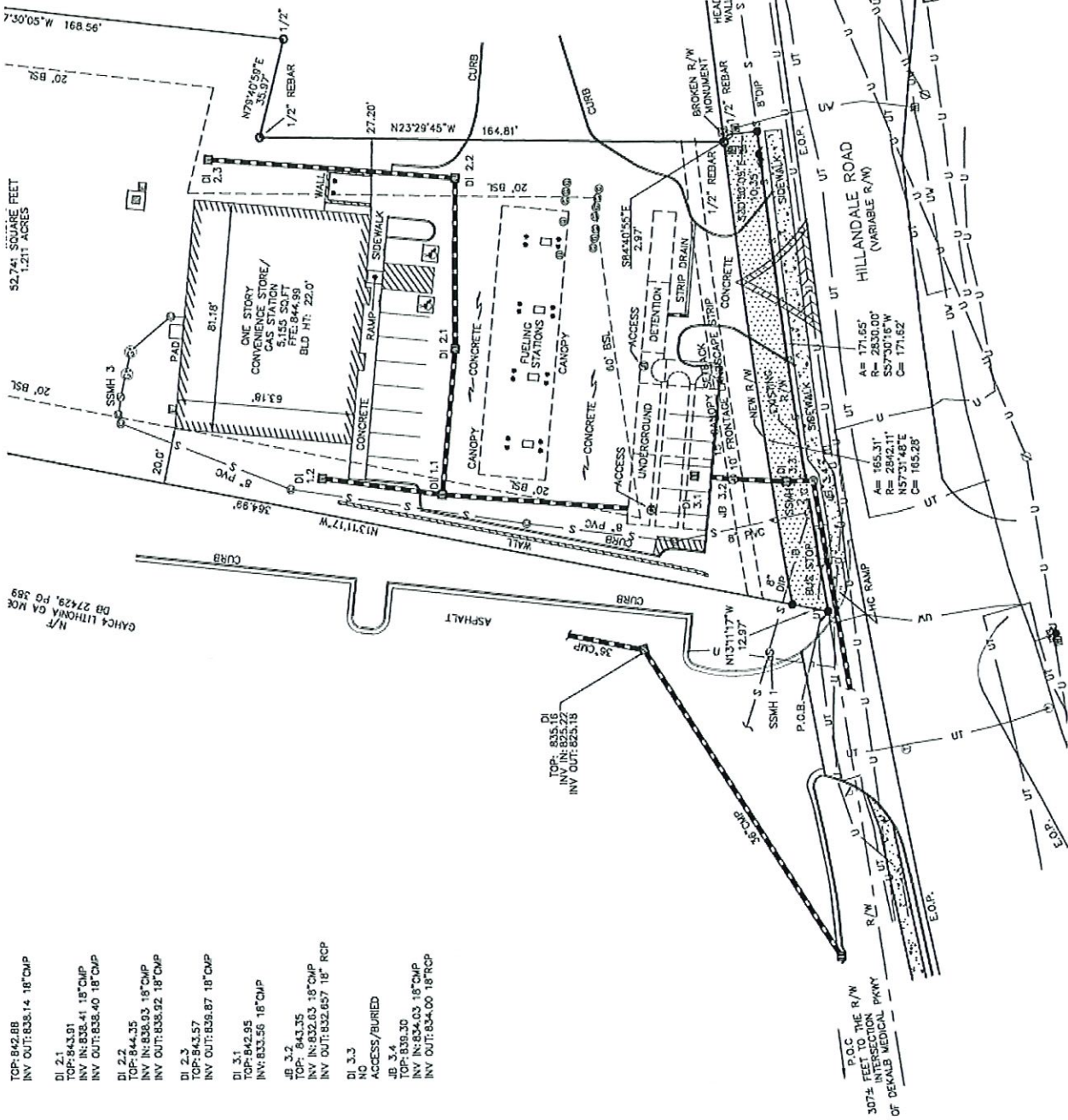
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 88, 16TH DISTRICT, DEKALB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET (1/2" REBAR) LOCATED ON THE NORTHERLY RIGHT OF WAY LINE OF HILLANDALE ROAD (VARIABLE R/W), A DISTANCE OF 307 FEET MORE OR LESS NORTHEASTERLY FROM ITS INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF DEKALB MEDICAL PARKWAY; THENCE NORTH 13 DEGREES 11 MINUTES 17 SECONDS WEST A DISTANCE OF 12.97 FEET TO AN IRON PIN SET (1/2" REBAR); THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 165.31 FEET, HAVING A RADIUS OF 2842.11 FEET, AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 57 DEGREES 31 MINUTES 48` SECONDS EAST, A DISTANCE OF 165.28 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE SOUTH 84 DEGREES 40 MINUTES 55 SECONDS EAST A DISTANCE OF 2.97 FEET TO A POINT; THENCE SOUTH 30 DEGREES 50 MINUTES 05 SECONDS EAST A DISTANCE OF 10.35 FEET TO AN IRON PIN SET (1/2" REBAR); THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 171.65 FEET, HAVING A RADIUS OF 2830.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 57 DEGREES 30 MINUTES 16 SECONDS WEST, A DISTANCE OF 171.62 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING (0.047 ACRES 2,052 SQUARE FEET)

(Depiction of Right of Way Parcel Shown on Following Page)





- TOP: 842.88  
INV. OUT: 838.14 18" CMP
- DI 2.1  
TOP: 843.01  
INV. IN: 838.41 18" CMP  
INV. OUT: 838.40 18" CMP
- DI 2.2  
TOP: 844.35  
INV. IN: 838.93 18" CMP  
INV. OUT: 838.92 18" CMP
- DI 2.3  
TOP: 843.57  
INV. OUT: 839.87 18" CMP
- DI 3.1  
TOP: 842.95  
INV. 838.56 18" CMP
- DI 3.2  
TOP: 843.75  
INV. IN: 832.63 18" CMP  
INV. OUT: 832.657 18" RCP
- DI 3.3  
NO ACCESS/BURIED
- JB 3.4  
TOP: 839.30  
INV. IN: 834.03 18" CMP  
INV. OUT: 834.00 18" RCP



FOR THE FIRM  
BOUNDARY ZONE, INC.  
LSF #839  
NOT VALID WITHOUT  
ORIGINAL SIGNATURE

*Daniel F. Conroy*  
DATE 08/19/2023  
DANIEL F. CONROY PLS#2350

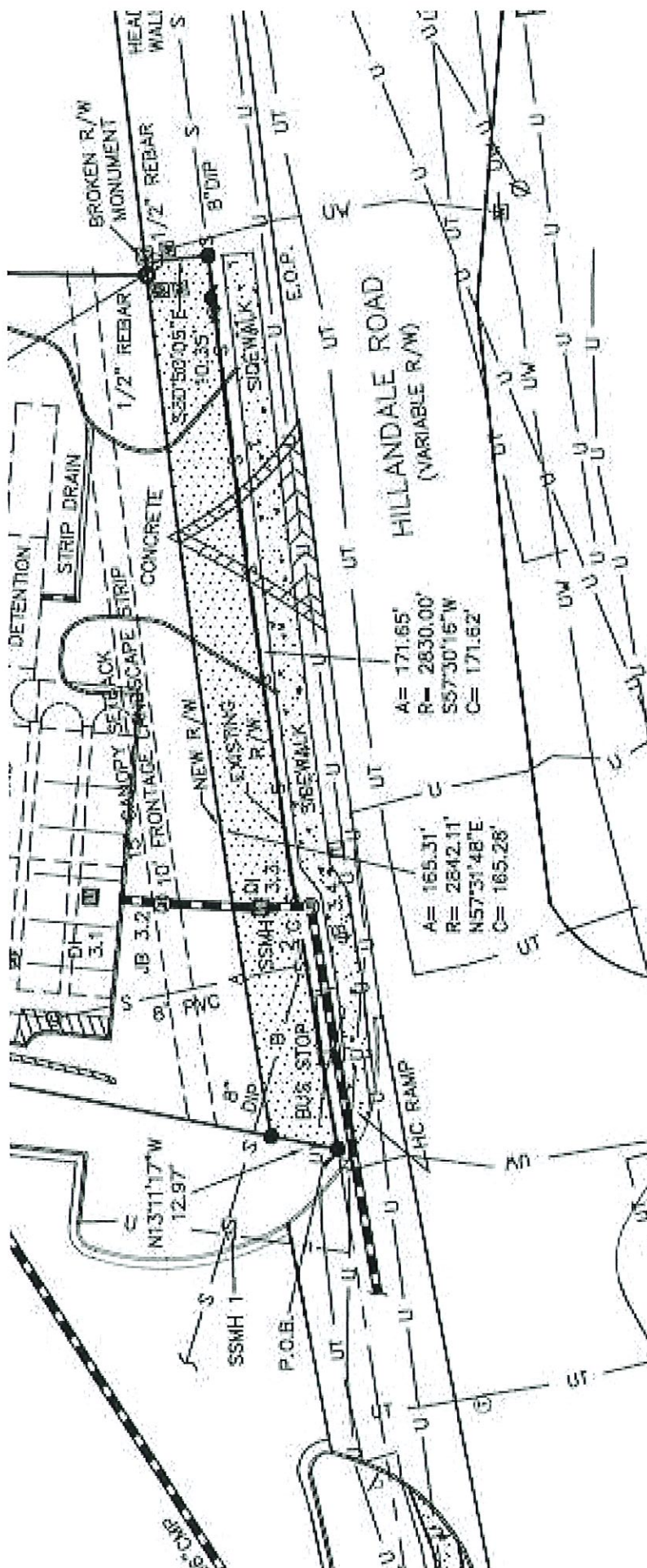
ZONING SUMMARY: M  
Agricultural  
INFORMATION OBTAINED FROM  
DEKALB COUNTY ZONING.

THE SURVEYOR IN NO WAY INTENDS TO  
INTERPRET OR MAKE CONCLUSIONS REGARDING  
THE ZONING AND SETBACK DESIGNATION SHOWN  
HEREON.

- BOUNDARY REFERENCE:
- 1. DEED BOOK 8183, PAGE 156
  - 2. DEED BOOK 7815, PAGE 771
  - 3. DEED BOOK 7828, PAGE 577
  - 4. DEED BOOK 15372, PAGE 570
  - 5. DEED BOOK 6133, PAGE 220

—UT— UNDERGROUND TELEPHONE LINE  
—UW— UNDERGROUND TELEPHONE LINE

(Depiction of Right of Way Parcel Continued on Following Page)



## Request for Acceptance of a portion of Rights-of-way at 6030 Hillandale Drive

### FACT:

Applicant submitted Building Permit and other Permit applications in November 2020 and Permits including a Demolition/Land Disturbance Permit were issued starting November 2021 for a Commercial Development at 6030 Hillandale Drive. In early 2023, Staff found that the original Land Disturbance permit application review didn't include rights-of way requirement review based on Stonecrest Code Chapter 14-191 Improvements, Rights-of-way Dedication.

Stonecrest Land Development Code Chapter 14-191 Improvements, Rights-of-way Dedication Sections (b) and (d) covers the Rights-of-way dedication.

*Chapter 14-191 (b) Where a proposed subdivision or **project** requiring a land development permit has frontage on an existing public street, right-of-way shall be dedicated along that frontage so as to meet the standards of that street's classification in the city thoroughfare plan. The right-of-way shall be improved wherever required as further provided in this section. For existing streets on which a proposed subdivision or project requiring a land development permit has frontage, the applicant shall:*

*(1) Dedicate a minimum of 50 percent of the required right-of-way width as measured from the centerline of the existing street right-of-way;*

*(2) Install all required sidewalks, street trees, streetlights, and place utilities according to the standards in section 14-190; and*

*(d) **Right-of-way dedication** and road widening shall extend for the full length of road frontage of the property under development and shall conform the standards in these regulations. Flares at pavement ends may be required to extend beyond property under development.*

Upon request by staff, the Applicant has agreed to dedicate a portion of rights-of-way to match the rights-of-way line on both sides of 6030 Hillandale Drive ( see the existing rights-of-way map) and provided an executed deed. Applicant has constructed sidewalk at the frontage of the development.

### REQUEST:

Accept a portion of additional rights-of-way dedicated by the Applicant at 6030 Hillandale Drive at no Cost to the City of Stonecrest.

**RECOMMENDATION:** Staff recommend acceptance of additional rights-of-way dedicated by the Applicant at 6030 Hillandale Drive.

No City funding is required for this acceptance of the referenced Rights-of-Way.

**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA ACCEPTING THE DEDICATION OF THAT CERTAIN RIGHT OF WAY DEED RELATING FROM SHAH ALI INVESTMENT, LLC; TO PROVIDE N EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, Section 14-191 of the Code of Ordinances of the City of Stonecrest, Georgia (“City”) establishes the process and procedures for subdivisions and developments to dedicate private right of ways to the City; provided, that it meets certain requirements; and

**WHEREAS**, Shah Ali Investment LLC dedicated that certain sidewalk along Hillandale Road to the City, as further described in the Right of Way Deed attached hereto as Exhibit “A” and incorporated by reference herein; and

**WHEREAS**, the City Engineer finds that the right of way dedication meets the standards set forth in Ordinance Section 14-191; and

**WHEREAS**, the City Council desires to accept said right of way and have such acceptance reflected in its minutes.

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED** by the City Council of the City of Stonecrest that said right of way described in Exhibit A is hereby accepted by the City of Stonecrest. From the date of this acceptance, such right of way shall be City-owned property.

**BE IT FURTHER RESOLVED**, that the effective date of this Resolution shall be the date of its adoption by the City Council.

**SO RESOLVED AND EFFECTIVE**, this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF STONECREST, GEORGIA,**

\_\_\_\_\_  
**GEORGE TURNER, MAYOR PRO TEM**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

STATE OF GEORGIA  
DEKALB COUNTY  
CITY OF STONECREST

*Item III. b.*

RESOLUTION 2023- \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY



“EXHIBIT A”

ATTACHED