



Special Called JOINT SESSION Mayor & Council, and DDA

Tuesday, November 12, 2024 at 6:30 PM

City Hall, 875 Main Street, Stone Mountain, Georgia 30083

Agenda

Mayor and Council: Dr. Beverly Jones – Mayor | Post 3 :Mayor Pro Tem Ryan Smith

Post 1: Council Member Anita Bass | Post 2: Council Member Mark Marianos

Post 4: Council Member Gil Freeman | Post 5: Council Member Shawnette Bryant

Post 6: Council Member Teresa Crowe

DDA Board Members: Carl Wright – Chairperson | Thom Deloach – Vice-Chairperson | Denise Phillips – Treasurer | Jenna Trump – Board Member | Michelle Dunbar – Board Member | Post 1: Council Member Anita Bass – Board Member

Staff: Shawn Edmondson - City Manager - City Clerk | Maggie Dimov – Assistant City Manager – Economic/DDA Director | Danny Mai - Assistant City Clerk | Jeff Strickland - City Attorney | Kyle Williams - DDA Attorney

City of Stone Mountain, GA Facebook page: <https://www.facebook.com/CityofStoneMtn/>

Link to join Webinar: [\[LINK\]](#)

- I. Call to Order**
- II. Determination of Quorum**
- III. Adoption of The Agenda of The Day**
- IV. Business Items**

- 1.** Discussion on the partnership between the DDA and the City of Stone Mountain (DDA Attorney Williams)

2. Discussion on DDA Financials and IGA 2024: Payment of Services (DDA Treasurer Denise Phillips)

3. Discussion on DDA Draft Budget and IGA 2025 (Assistant City Manager & Economic/DDA Director Dimov)

V. Executive Session (as needed to Discuss Personnel, Legal, Cyber Security and/or Real Estate,)

VI. **Adjournment**



DDA, Mayor & Council Joint Session

Agenda Item

Meeting Date: November 12, 2024

SUBJECT: RESPONSE LETTER TO CONTINUING ALLEGATIONS AND OPEN RECORDS REQUESTS

Item: Discussion Item

Department: DDA

Presented By: DDA Attorney, Kyle Willaims

Attachments/Exhibits: Attached Response Letter to Continuing Allegations and Open Records Requests

September 24, 2024

via Electronic Delivery to: jstrickland@jarrard-davis.com

The Honorable Mayor, Mayor Pro Tem, and City Council
City of Stone Mountain, Georgia
c/o Jeffrey M. Strickland, City Attorney
Jarrad & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

Re: The Downtown Development Authority of the City of Stone Mountain, Georgia
(the "DDA")

Dear Honorable Mayor, Mayor Pro Tem, and City Council:

On August 12, 2024, the Directors of the DDA voted to engage me and this law firm to provide independent legal counsel and representation to them to respond to continuing and unfounded challenges to their independent powers and authority and their integrity. I am excited to join the dedicated Directors of the DDA to work with and for them and Maggie Dimov, Director of Economic Development & DDA to create a better and more sustainable partnership with you for the common good of the City and specifically its businesses in the downtown development area.

As I am sure you appreciate, the DDA was activated and established by the Resolution 2006-26 adopted by the City on September 5, 2006 (the "Resolution"). However, the DDA is an independent public body corporate and politic of the State duly created and validly existing pursuant to the Downtown Development Authorities Law (O.C.G.A. § 36-42-1 *et seq.*, as amended)(the "Act").

The statutory purpose of the DDA under the Act is to develop, pursue, and promote the furtherance of existing and new trade, commerce, industry, and employment opportunities through revitalization and redevelopment within the downtown development area for the public good and general welfare of the City. See, O.C.G.A. § 36-42-2. The DDA possesses unique powers and authority under the Act distinct from those of the City, which include in relevant part:

- (1) To make and execute contracts, agreements, and other instruments necessary or convenient to exercise the powers of the DDA or to further the public purpose for which it is created, including, but not limited to, contracts for construction of projects, leases of projects, contracts for sale of projects, agreements for loans to finance projects, contracts with respect to the use of projects, and agreements with the City in the issuance of revenue bonds, notes, or other such obligations;

- (2) To acquire by purchase, lease, or otherwise and to hold, lease, and dispose of real and personal property of every kind and character, or any interest therein, in furtherance of the public purpose of the DDA;
- (3) To finance (by loan, grant, lease, or otherwise), refinance, construct, erect, assemble, purchase, acquire, own, repair, remodel, renovate, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage projects and to pay the cost of any project from the proceeds of revenue bonds, notes, or other obligations of the authority or any other funds of the authority, or from any contributions or loans by persons, corporations, partnerships (whether limited or general), or other entities, all of which the DDA is authorized to receive, accept, and use;
- (4) To borrow money to further or carry out the public purpose of the DDA and to execute revenue bonds, notes, other obligations, leases, trust indentures, trust agreements, agreements for the sale of its revenue bonds, notes, or other obligations, loan agreements, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, and such other agreements or instruments as may be necessary or desirable, in the judgment of the authority, to evidence and to provide security for such borrowing;
- (5) To issue revenue bonds, notes, or other obligations of the authority and use the proceeds thereof for the purpose of paying, or loaning the proceeds thereof to pay, all or any part of the cost of any project and otherwise to further or carry out the public purpose of the DDA and to pay all costs of the DDA incidental to, or necessary and appropriate to, furthering or carrying out such purpose;
- (6) To make application directly or indirectly to any federal, state, county, or City government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in furtherance of the public purpose of the DDA and to accept and use the same upon such terms and conditions as are prescribed by such federal, state, county, or City government or agency or other source;
- (7) To extend credit or make loans to any person, corporation, partnership (whether limited or general), or other entity for the costs of any project or any part of the costs of any project, which credit or loans may be evidenced or secured by loan agreements, notes, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, or such other instruments, or by rentals, revenues, fees, or charges;
- (8) To receive and use the proceeds of any tax levied by the City to pay the costs of any project or for any other purpose for which the DDA may use its own funds pursuant to the Act;

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- (9) To receive and administer gifts, grants, and devises of money and property of any kind and to administer trusts;
 - (10) To use any real property, personal property, or fixtures or any interest therein or to rent or lease such property to or from others or make contracts with respect to the use thereof, or to sell, lease, exchange, transfer, assign, pledge, or otherwise dispose of or grant options for any such property in any manner as it deems to the best advantage of the DDA and the public purpose thereof;
 - (11) To acquire, accept, or retain equitable interests, security interests, or other interests in any real property, personal property, or fixtures by loan agreement, note, mortgage, deed to secure debt, trust deed, security agreement, assignment, pledge, conveyance, contract, lien, loan agreement, or other consensual transfer in order to secure the repayment of any moneys loaned or credit extended by the DDA;
 - (12) To encourage and promote the improvement and revitalization of the downtown development area and to make, contract for, or otherwise cause to be made long-range plans or proposals for the downtown development area in cooperation with the City;
 - (13) To do all things necessary or convenient to carry out the powers conferred by the Act; and,
 - (14) To contract with the City to carry out supplemental services in the downtown development area.

See, O.C.G.A. § 36-42-8.

As you can see, the DDA is vested with broad powers and independent authority to develop, pursue, and promote the furtherance of existing and new trade, commerce, industry, and employment opportunities through revitalization and redevelopment within the downtown development area for the public good and general welfare of the City. The Directors of the DDA are unified in their pursuit to undertake their powers and authority under the Act where appropriate and, hopefully, in full concert and cooperation with you for the public good and welfare of the City.

Recently, there have been attempts by some to challenge the independent powers and authority of the DDA, to impeach the commitment or integrity of the Directors of the DDA, and to distract the DDA from its necessary and vital work. These attempts are not justified and waste precious time and financial resources of both the DDA and the City. I am hopeful that recent and continuing efforts by the Directors, including, but not limited to those outlined in this correspondence, will correct lingering misinformation and answer outstanding questions to ensure that the DDA and its volunteer Directors are equal partners with you for the public good and general welfare of the City.

Annual Intergovernmental Contract with the City

There is no requirement under the Resolution, Act, or applicable law for the DDA to execute an annual intergovernmental agreement, intergovernmental contract, or memorandum of understanding with the City as a prerequisite for the DDA to exist or exercise any available powers or authority it possesses under the Act. However, the DDA is unique in that it does not have a designated source of funding and is instead dependent upon the City for staff support costs and annual disbursement of its funding. For contrast, the Downtown Development Authority of the City of Decatur is funded by line-item ad valorem property tax assessment equal to a millage rate of 0.35 for fiscal year 2024. Other downtown development authorities secure independent funding from the sale or lease of real properties they own.

The DDA’s unique lack of consistent year over year funding revenue necessitates the need for an annual intergovernmental agreement, intergovernmental contract, or memorandum of understanding with the City to provide for payment for staff support costs and annual funding. This need also presents an invaluable opportunity for the DDA and you to set priorities, align goals, and establish accountability.

While there may have been delay in the City’s presentation of a proposed *Intergovernmental Contract* for fiscal year 2024, and in its execution by the DDA, the agreement has been fully executed as of July 20, 2024 and is effective until December 31, 2024 (the “Intergovernmental Contract”). The DDA hopes to avoid any such delays for fiscal year 2025 and has already set to work to finalize its proposed budget and priorities with the intention of presenting you a draft agreement for discussion at a joint work session later this fall.

Completion of Training Requirements of the Department of Community Affairs

As previously reported to you by Ms. Dimov, all Directors have completed or are in the process of completing all necessary training requirements for the Department of Community Affairs of the State of Georgia (“Department of Community Affairs”), including Downtown Development Authority Training – 101 and Georgia Main Street Training. The DDA is diligently working in good faith to complete and satisfy compliance with all training requirements for its Directors.

**Compliance with Registration and Filing Requirements
of the Department of Community Affairs**

The DDA is fully compliant with applicable registration and filing requirements of the Department of Community Affairs for its fiscal years of 2021 – 2023. The registration and filing requirements for fiscal year 2024 are not due to be submitted to the Department of Community Affairs until June 30, 2025. The DDA will timely submit these registrations and filing requirements to ensure compliance for fiscal year 2024 and for future years.

Conflict of Interest and Financial Disclosures

Without any justification, allegations of a potential “conflict of interest that could compromise the integrity of both the DDA and the funded projects” have been made against the DDA and certain Directors. The Directors of the DDA deny these allegations as they are simply not based on the facts or actions of individual Directors.

The Conflict of Interest policy of the DDA is found in Section 7 of the *By-Laws of The Downtown Development Authority of the City of Stone Mountain* and states as follows:

Directors of the DDA shall not use their position to influence the DDA’s decisions or discussions where they have a material financial interest; or where there is an organizational responsibility or personal relationship interest which may result in a real or apparent conflict of interest. Directors shall disclose investments, interest in real property or businesses, and sources of income or gifts that may present a conflict.

The Directors of the DDA have fully complied with this policy, including, but not limited to any consideration, discussion, or action upon façade grants, mural projects, Tunes by the Tracks, vendor agreements, and other such programs. Directors who have had a real or perceived financial interest or other benefit in such have made known their potential conflict and have not participated in any consideration, discussion, or action upon such matters.

Notwithstanding and as evidence of the Directors’ commitment to best practices, the Directors have under consideration enacting the enclosed additional procedures and forms concerning Conflicts of Interest and Financial Disclosures.

Tunes by the Tracks

There has been a suggestion of some unspecified issue or financial impropriety associated with the Tunes by the Tracks concert series because no financial reports have been provided by Main Street Stone Mountain, Inc. (“MSSM”) to the City. Under the Intergovernmental Contract, Tunes by the Tracks is a City approved project and receives budgeting thereunder for contract labor up to Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) from the City. However, the Intergovernmental Contract makes clear that Tunes by the Tracks is to be “operated and maintained by the DDA in collaboration with the City’s Economic Development Director.” Additionally, neither MSSM, nor the DDA have any mid-year or periodic reporting obligation or a requirement to provide financial reports for Tunes by the Tracks to the City. The DDA is only required under the Intergovernmental Contract to provide the City with an annual report and fully intends to do so upon the conclusion and assessment of its programs, projects, and achievements for fiscal year 2024.

Notwithstanding, the DDA received and reviewed the enclosed Profit & Loss Financial Statement from MSSM for the Tunes by the Tracks concert series on August 12, 2024. The DDA also approved an agreement with MSSM to continue these community concerts through 2024 based upon these financials. I enclose a copy of the approved agreement. Director Thom DeLoach did not attend this meeting of the DDA and did not participate in consideration, discussion, or action upon the agreement with MSSM for 2024.

BOOST Program

The DDA applauds the BOOST Program as it is an example of our citizens pulling together to support our businesses and strengthen the downtown development area towards the betterment of the City. However, the BOOST Program is not a project of the DDA, but is the sole work of the non-profit Stone Mountain Main Street, Inc. The DDA does not manage, supervise, or otherwise administer in any way the BOOST Program. Notwithstanding, there may have been confusion in the past creating the impression that the DDA was involved in the BOOST Program. The current DDA has endeavored to correct any such misimpressions and will continue to draw distinctions between its work and that of the BOOST Program.

As I hope you can see, the Directors of the DDA remain committed to the City and revitalization and redevelopment within the downtown development area for the public good and welfare of the City. They commit to working in good faith to fulfill their obligations and duties under the Resolution and Intergovernmental Contract and in exercising their independent powers and authority under the Act to develop, pursue, and promote the furtherance of existing and new trade, commerce, industry, and employment opportunities. The Directors desire to move past unfounded attacks and distractions that waste time and money and to instead work in partnership with you for the betterment of the downtown businesses and expansion of employment opportunities in the City. There is much work to be done and the Directors invite you to partner with them to support their work.

We look forward to scheduling a joint work session this fall.

Sincerely,


R. Kyle Williams

RKW/jaw

Encl.

cc: Board of Directors
Maggie Dimov

**THE DOWNTOWN DEVELOPMENT AUTHORITY OF
THE CITY OF STONE MOUNTAIN**

CONFLICTS OF INTEREST AND FINANCIAL DISCLOSURES

The Downtown Development Authority of Stone Mountain (the “DDA”) is governed by its bylaws and subject to the Downtown Development Authorities Law (O.C.G.A. Section 36-42-1 et seq.), as amended, and O.C.G.A. § 45-10-3.

Pursuant Section 7 of the *By-Laws of the Downtown Development Authority of the City of Stone Mountain*, Directors of the DDA shall not use their position to influence the DDA’s decisions or discussions where they have a material financial interest; or where there is an organizational responsibility or personal relationship interest which may result in a real or apparent conflict of interest. Directors shall disclose investments, interest in real property or businesses, and sources of income or gifts that may present a conflict.

Accordingly, each Director of the DDA must submit upon appointment and maintain throughout his or her appointment a current *Conflicts of Interest and Financial Disclosure* filing with the Chairperson of the Authority.

Specifically, each Director of the DDA shall:

- (1) Uphold the Constitution, laws, and regulations of the United States, the State of Georgia, and all governments therein and never be a party to their evasion;
- (2) Never discriminate by the dispensing of special favors or privileges to anyone, whether or not for remuneration;
- (3) Not engage in any business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties;
- (4) Never use any information coming to him or her confidentially in the performance of governmental duties as a means for making private profit;
- (5) Expose corruption wherever discovered;
- (6) Never solicit, accept, or agree to accept gifts, loans, gratuities, discounts, favors, hospitality, or services from any person, association, or corporation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the performance of the member’s official duties;
- (7) Never accept any economic opportunity under circumstances where he or she knows or should know that there is a substantial possibility that the opportunity is being afforded him or her with intent to influence his or her conduct in the performance of his official duties;
- (8) Never engage in other conduct which is unbecoming to a member or which constitutes a breach of public trust; and,

(9) Never take any official action with regard to any matter under circumstances in which he or she knows or should know that he or she has a direct or indirect monetary interest in the subject matter of such matter or in the outcome of such official action.

DIRECTOR'S PLEDGE TO DISCLOSE CONFLICTS OF INTEREST

Each Director of the DDA shall self-report any and all actual or perceived conflicts of interest before an official DDA action or transaction is taken where the Director has "substantial interest or involvement" (defined as any interest or involvement which reasonably may be expected to result in a direct financial benefit to such Member as determined by the DDA) by the Director undertaking the following:

(a) disclosure of any substantial interest or involvement in advance to the other Directors in an open meeting that is recorded in the minutes of the DDA;

(b) absenting himself or herself from such portions of any meeting, including executive sessions, of the DDA during which discussion is conducted involving the matter where the Director has disclosed any substantial interest or involvement; and,

(d) refraining from participating, voting, or otherwise in any decision by the DDA relating to any matter where the Member has disclosed any substantial interest or involvement.

CONFLICTS OF INTEREST AND FINANCIAL DISCLOSURE

Name of Member: _____

Residential Address: _____

Employment, including position and title: _____

Length of Employment in current position: _____

Business Address: _____

Description of Employment Business: _____

Relationship, if any, to the staff and elected officials of the City of Stone Mountain:

Description of any ownership or economic interests in businesses physically located within the city limits of the Stone Mountain:

Description of any ownership or economic interests in for-profit or non-profits organizations providing services within the city limits of the Stone Mountain:

Identification of each property (residential and commercial) you own or have an economic interest in within the city limits of the City of Stone Mountain:

Date Completed: _____

I swear and affirm that the information set forth in this *Conflict of Interest and Financial Disclosure* is true and accurate as of the date completed. I acknowledge receipt of and stipulate that I understand and agree to the terms and obligations imposed upon me as a Member of the Downtown Development Authority of the City of Stone Mountain.

Signature of Member

Received and Attested to by:

Carl Wright, Chair
Downtown Development Authority of the City of Stone Mountain



COPY

7:09 PM
08/05/24
Accrual Basis

Main Street Stone Mountain, Inc.
Profit & Loss
January through December 2023

	Tunes by the Tracks	TOTAL
Ordinary Income/Expense		
Income		
5000 Special Events Income		
5800 Tunes/Tracks		
5810 Contributions Restricted	24,295.27	24,295.27
5820 Concession Sales	6,599.57	6,599.57
Total 5800 Tunes/Tracks	30,894.84	30,894.84
Total 5000 Special Events Income	30,894.84	30,894.84
Total Income	30,894.84	30,894.84
Cost of Goods Sold		
Cost of Goods Sold		
5822 Tunes by the Tracks	1,794.70	1,794.70
Total Cost of Goods Sold	1,794.70	1,794.70
Total COGS	1,794.70	1,794.70
Gross Profit	29,100.14	29,100.14
Expense		
7000 Special Events Expense		
7300 Mardi Gras Parade		
7350 Sanitation Service	620.00	620.00
Total 7300 Mardi Gras Parade	620.00	620.00
7900 Tunes by the Tracks		
7910 Security Officer	3,840.00	3,840.00
7920 Alcoholic Beverage License	1,300.00	1,300.00
7922 Fees for CC Contributions	122.63	122.63
7940 Musicians	13,800.00	13,800.00
7950 Sound & Stage	3,900.00	3,900.00
7960 Sanitation Services	355.00	355.00
Total 7900 Tunes by the Tracks	23,317.63	23,317.63
Total 7000 Special Events Expense	23,937.63	23,937.63
Total Expense	23,937.63	23,937.63
Net Ordinary Income	5,162.51	5,162.51
Net Income	5,162.51	5,162.51

STATE OF GEORGIA
DEKALB COUNTY

A CONTRACT AGREEMENT BETWEEN THE DOWNTOWN DEVELOPMENT AUTHORITY OF STONE MOUNTAIN, GEORGIA AND MAIN STREET STONE MOUNTAIN, INC. FOR THE PRODUCTION AND MANAGEMENT OF THE DDA CONCERT SERIES KNOWN AS TUNES BY THE TRACKS

This Agreement is made this 11th day of December, 2023, between the DOWNTOWN DEVELOPMENT AUTHORITY OF STONE MOUNTAIN, GEORGIA (DDA), a municipality incorporated and chartered under the Constitution and Laws of the State of Georgia, with a principal place of business at 875 Main Street, Stone Mountain, Georgia, 30083, and MAIN STREET STONE MOUNTAIN, INC. (MSSM), with a principal place of business at 5495 East Mountain Street, Stone Mountain, Georgia, 30083.

MSSM agrees to produce and oversee, on behalf of the DDA, seventeen musical concerts at no charge to the general public that will promote local artists and draw people to the downtown business district in the City of Stone Mountain, Georgia.

Spring Dates	Fall Dates
05/04/2024	09/06/2024
05/10/2024	09/13/2024
05/17/2024	09/20/2024
05/24/2024	09/27/2024
05/31/2024	10/04/2024
06/07/2024	10/11/2024
06/14/2024	10/18/2024
06/21/2024	10/25/2024

1. MSSM will obtain permits from the City of Stone Mountain, on behalf of the DDA, to hold the concerts at the municipal parking lot located at 922 Main Street - or, if due to incimate weather, the East Mountain Street rain venue - from 2:00 PM to 10:30 PM for setup and take down. Take down may be extended by 30 minutes if weather or other circumstances delay the scheduled finish time of the concert at 9:00 PM.

2. MSSM will curate the series and contract with the musical acts appearing at the concerts.
3. MSSM will organize and conduct concerts, on behalf of the DDA, on the above listed Spring and Fall dates: from 2:00 PM to 7:00 PM for setup, 7:00 PM to 9:00 PM for the concert and 9:00 PM to 10:00 PM for take down.
4. MSSM will obtain, on behalf of the DDA, relevant licenses from the City of Stone Mountain, as well as, recruit and schedule DDA community volunteers for the sale of non-alcoholic and alcoholic beverages at the concerts.
5. MSSM will certify, on behalf of the DDA and City, that all volunteers serving beverages are 21 years old or older and instruct volunteers that all people who want to purchase or consume alcohol to show proper ID confirming they are 21 years old or older before serving. MSSM will instruct and confirm that volunteers are well versed in the monitoring of drinkers, how to properly identify someone who is intoxicated and techniques to cease serving alcohol to a person who has - or appears to have- had too much to drink.
6. MSSM will recruit and schedule the needed DDA community volunteers and supervisors, as needed, for set up and take down of the concert event.
7. MSSM will provide one portable toilet at the concerts.
8. MSSM will provide, on behalf of the DDA, one POST certified police officer on duty for each concert date between the hours of 6:30 PM and 9:30 PM.
9. MSSM will file a report with the DDA of revenues and expenditures for the concert series no later than December 31, 2024 and allow at the request of the DDA an audit of financial records related to the concert series to be performed by the City's auditor at no expense to MSSM.

As consideration for the services to be performed, MSSM is entitled to a fee of Seven Thousand Five Hundred Dollars (\$7,500.00) payable in two installments. The first installment of Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) will be due on or before April 30, 2024 and the second installment of Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) will be due on or before July 31, 2024.

MSSM will make every effort to reschedule concerts that are canceled due to weather conditions, public safety emergencies or acts of God, including, but not limited to wind, rain, hail, lightning or fire. If a concert cannot be rescheduled and the performance agreement between MSSM and a musical act does not allow for refunds, then the DDA agrees that no refund to the DDA of compensation paid to MSSM will be required.

This Agreement shall commence on the date stated above and shall continue in effect through December 31, 2024. This contract may be terminated by mutual consent of the parties. This

Agreement may be modified from time to time as deemed necessary by written consent of the parties hereto. Such modifications may include but are not limited to the rate of compensation.

Any notices to be given under this Agreement by either party shall be in writing and effected by certified mail with return receipt requested. Each party may change the address for receipt of notice by giving written notice in accordance with this paragraph. Mailed notices shall be addressed to the parties at the following addresses:

DDA of Stone Mountain
875 Main Street
Stone Mountain, GA 30083

Main Street Stone Mountain, Inc.
P. O. Box 2406
Stone Mountain, GA 30086

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

SIGNED FOR THE DDA OF STONE MOUNTAIN ON _____(DATE):

BY: _____ (SEAL)
Carl Wright, Chairperson

ATTEST: _____
Denise Phillips, Treasurer

SIGNED FOR MAIN STREET STONE MOUNTAIN, INC. ON _____(DATE):

BY: _____ (SEAL)
Thom DeLoach, President

ATTEST: _____
Carmen Malizia, Secretary



DDA, Mayor & Council Joint Session

Agenda Item

Meeting Date: November 12, 2024

SUBJECT: DDA FINANCIALS AND IGA 2024: PAYMENT OF SERVICES

Item: Discussion Item

Department: DDA

Presented By: Denise Phillips / DDA Treasurer

Action Requested:

DDA Requests the City to provide the DDA with Monthly Financial Reports

DDA Requests reimbursement for FY2024.

Summary: Intergovernmental Agreement (IGA) is a written contract required under the Georgia Law when two or more public agencies agree to jointly exercise common powers, contract for services, or enter into joint or cooperative actions.

The City of Stone Mountain Downtown Development Authority (SMDDA) is entering into an IGA for one of the six major categories, which is Contract for Services. (Contract for Services are when two or more public agencies agree to contract for services with one party paying and the other performing services or division of tasks between the parties).

Attachments/Exhibits: Attached signed 2024 Intergovernmental Agreement (IGA) for the City of Stone Mountain and the DDA

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this “Contract”), made and effective as of the 20th day of June, 2024 (the “Effective Date”), by and between the **CITY OF STONE MOUNTAIN, GEORGIA**, a municipal corporation of the State of Georgia (the “City”), and the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF STONE MOUNTAIN**, a body corporate and politic and political subdivision of the State of Georgia (the “DDA” or “Authority”).

WITNESSETH:

WHEREAS, the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph 1 (a) provides that: “The state, or any institution, department, or other agency thereof, and county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide;” and

WHEREAS, the DDA was created pursuant to the provisions of Article IX, Section VI, Paragraph III of the 1983 Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, et seq., as amended (“DDA Law”), and an activating resolution of the Council of the City of Stone Mountain, duly adopted on September 18, 2006, and is now existing and operating as a public body corporate and politic; and

WHEREAS, for the public good and general welfare, the DDA’s purpose is found in the revitalization and redevelopment of the central business district of the City, the development of existing trade, commerce, industry, and employment within the City, and the promotion of new trade, commerce, industry, and employment opportunities within the City; and

WHEREAS, revitalization and redevelopment of the central business district by financing projects under the DDA Law will develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and will promote the general welfare of this state; and

WHEREAS, it is, therefore, in the public interest and is vital to the public welfare of the people of this state and the people of this City that funding should be provided to the DDA in support of its efforts, purposes and goals; and

WHEREAS, the City and the DDA agree to enter into this Contract regarding the parties’ responsibilities hereunder and to define the relationship of staff, management of programming, and financial obligations with respect to the City and DDA.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the DDA do hereby agree, as follows:

- 1.

Contract Term. This Contract shall become effective as of the Effective Date and shall continue in effect until December 31, 2024.

2.

Service Area. In accordance with the procedures defined by state law, the City has designated the Downtown Development District (“District,” *Attachment I*) in which the DDA may provide services in accordance with the purposes for which it was created.

3.

Support. In accordance with the directives stipulated by the City Manager, the City undertakes the commitment to furnish the DDA with the following services:

- a) Staffing support facilitated by the City’s Economic Development Director/DDA Director.
- b) Financial accounting services / DDA monthly detailed financial reports consistent with those provided to the City Council.
- c) The provision of fully furnished meeting space for the DDA at 922 Main Street, Stone Mountain, GA 30083.

4.

Payment for Services. As approved in the City’s FY2024, budget, the City will provide funding support to the DDA in the amount of up to \$214,317.80 over the term of the Contract. The funding support will be a net amount after deducting staff support costs supplied by the City as listed under the *Total Personal Services/Benefits* in the FY2024 DDA budget.

The expenses associated with the financial accounting, the annual audit, and the furnished meeting space will be paid/provided by the City. Support (monetary and in-kind) provided by the City to the DDA will be accounted for in budgeted allocations, and liability account line items maintained by the City’s financial accounting office will account for the DDA liability to the City. No increase or addition in liability may be attributed by the City to the DDA outside of the approved annual budget without approval of the DDA board and subsequent approval of an accompanying budget amendment by the City Council. Any expenditures or liability incurred by the DDA that are not included in the budget approved annually by the City Council must be satisfied by funds maintained in the DDA’s reserve funds. The City will be under no obligation to cover or subsidize any expenditures or liabilities incurred by the DDA outside of the approved annual budget. The FY 2024 approved City projects, as delineated on Attachment 2, will be operated and maintained by the DDA in collaboration with the City’s Economic Development Director.

5.

General Obligation & Tax Treatment of Note Payments. As per state law, the City shall not be responsible for any general obligations incurred by the DDA. All funds procured by the DDA shall be in accordance with the DDA Law.

6.

Amendments. It is contemplated by the City and the DDA that this Contract may be amended to address other projects which may be desired by the City and the DDA. If DDA selects a Downtown Development Project requiring in-kind or financial support from the City beyond the scope of this general service agreement, it shall prepare a project-based Intergovernmental Agreement for the City’s consideration. The City hereby makes no assurances that such an Intergovernmental Agreement shall be approved.

7.

Annual Report & Plan. The DDA agrees to provide to the City an annual report specifying programs, projects and achievements of the Authority during the immediately preceding fiscal calendar year and the impact of the programs and projects on the Downtown Development Area. The DDA also agrees to provide to the City the annual work plan submitted to the Department of Community Affairs for the Main Street Program for the fiscal year 2025, including the necessary steps for achievement.

8.

Joint Meeting. If desired by the City Council, the City and the DDA agree to hold a joint meeting of the City Council and the DDA on an annual basis at a time and place agreeable to each party.

9.

Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Contract, which provisions shall remain in full force and effect.

10.

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

11.

This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

12.

Failure to insist upon strict compliance with any of the terms herein (by way of waiver or breach) by either party hereto will not be deemed to be a continuous waiver in the event of any future breach of any condition hereunder.


(remainder of this page intentionally left blank)

(signature page follows)

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Contract to be executed in multiple counterparts, under seals, as of the day and year first above written.

SIGNED FOR THE DDA OF STONE MOUNTAIN ON _____ (DATE):

BY:  (SEAL)
Carl Wright, Chairperson

ATTEST: 
Thom DeLoach, Vice Chairperson

SIGNED FOR THE CITY OF STONE MOUNTAIN ON June 20th 2024 (DATE):

BY:  (SEAL)
Dr. Beverly Jones, Mayor

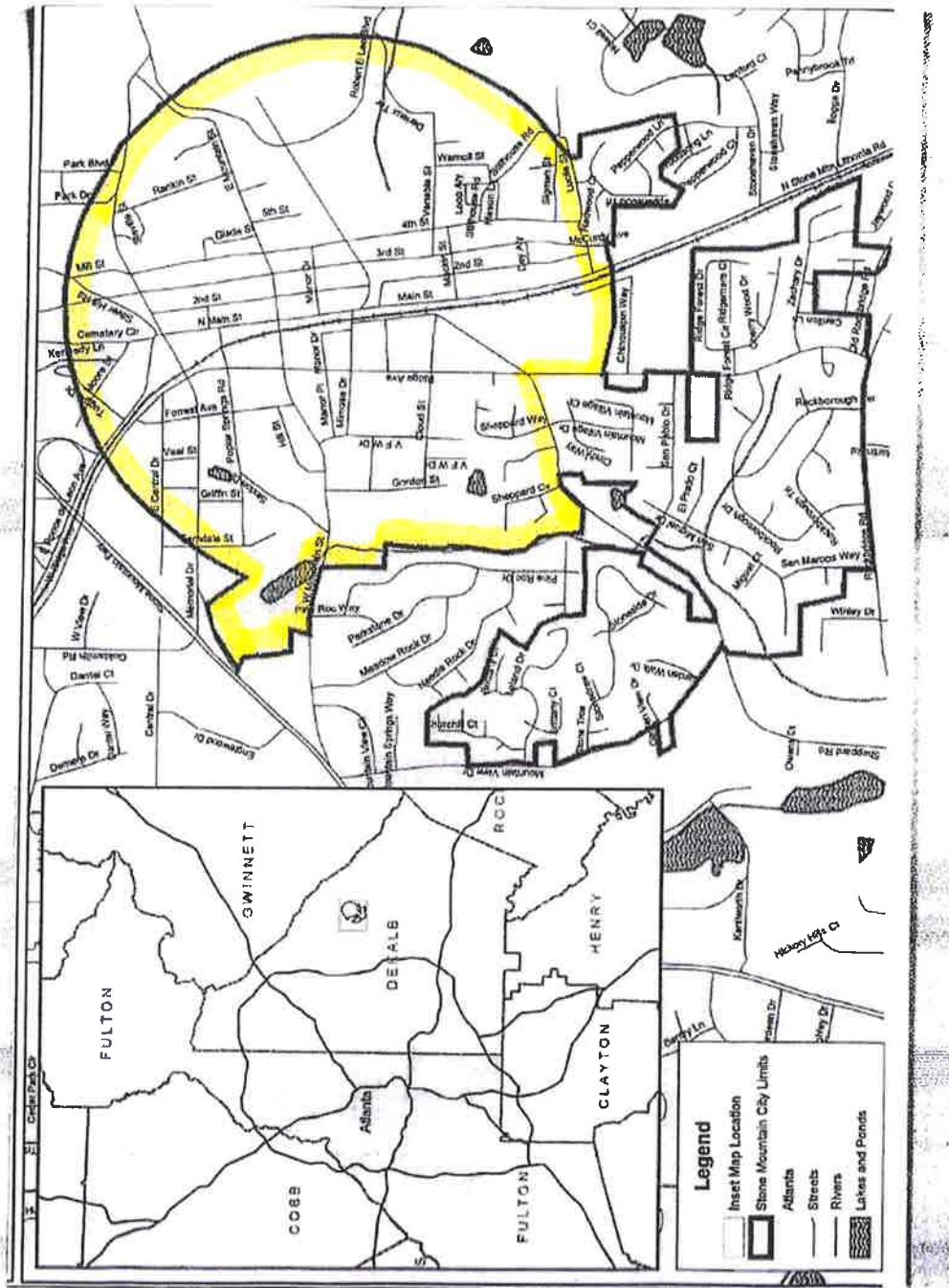
ATTEST: 
Shawn Edmondson, City Clerk

Approved as to form:


Jeff Strickland, City Attorney



Attachment 1: Downtown Development District map.



Attachment 2: FY2024-approved City projects

Project Name	The City will process and pay all invoices up to the approved budget amount. All invoices must be signed off on by the DDA Director before payment can be remitted. As approved in the City’s FY2024 Budget:
Landscaping Project – Enhancing the visual appeal and cultural richness of a downtown area to create a more attractive and vibrant environment by planting flowers on Main Street.	Budgeted under Professional Services, Account ID: 20-5130-52.1200; Up to \$60,000.00 to be spent.
Mural Project – Murals can create a sense of community, beautify urban spaces, express historical and cultural identity, raise awareness about social issues, and inspire creativity and wonder. As such, they are a powerful tool for making cities more vibrant, engaging, and meaningful places to live.	Budgeted under Contract Labor- DDA; Account ID: 20-5130.52.3850; Up to \$10,000.00 to be spent.
Façade Grant- The Downtown Development Authority (DDA) created the Façade Improvement Grant Program to assist business and property owners with improvements to storefronts in the business district.	Budgeted under Façade Grants; Account ID: 20-5130.57.3300; Up to \$25,000.00 to be spent.
Tunes By the Tracks – summer concert event series that include foot-tapping tunes and a noteworthy line up of local artists “On Tap” eight Fridays in May & June in Stone Mountain Village.	Budgeted under Contract Labor- DDA; Account ID: 20-5130.61.9008; Up to \$7,500.00 to be spent.
Mardi Gras Parade – Mardi Gras is the culmination of one season and the beginning of another. The spring parade is one of Stone Mountain’s most colorful and vibrant events, featuring party-like parades, elaborate costumes, lively music, and indulgent feasting.	Budgeted under Contract Labor- DDA; Account ID: 20-5130.61.9020; Up to \$4,000.00 to be spent.



DDA, Mayor & Council Joint Session

Agenda Item

Meeting Date: November 12, 2024

SUBJECT: DDA BUDGET REQUEST FY2025

Item: Discussion Item

Department: DDA

Fiscal Impact for 2025: \$175,750.00

Presented By: Maggie Dimov, Economic Development Director/DDA

Summary: The proposed budget is based upon expenditures and revenues anticipated in 2025, DDA ongoing projects, programs and special events that will help support the local businesses, beautify the downtown district and create positive economic and tourism impact in the city.

DDA Revenue FY2025: The DDA is seeking the City's support for the amount of \$175,750.00. The City's contribution will be allocated for:

- DDA's Promotion and Advertising
- DDA's Legal expenses
- Contracted Labor for the installation of two murals
- Enhancement Grant for local businesses
- Special Events

Attachments/Exhibits: Attached proposed DDA Budget for FY2025

20- DDA

REVENUES

	<u>2024 Current</u> <u>Budget</u>	<u>2024 YTD</u> <u>Actual</u>	<u>FY25</u> <u>Requested</u> <u>Budget</u>
<hr/>			
Non-Departmental			
<u>LICENSES & PERMITS</u> 20.3000.32.2260 FILM		0	
TOTAL LICENSES & PERMITS	\$0	\$0	
<u>INTERGOVERNMENTAL REVENUES</u>			
20.3000.33.6001 DEKALB BD OF HEALTH		0	
TOTAL INTERGOVERNMENTAL REVENUES	\$0	\$0	
<u>CHARGES FOR SERVICE</u>			
TOTAL CHARGES FOR SERVICE	\$0	\$0	
<u>CONTRIBUTIONS-PRIV SRCS</u>			
20.3000.37.1002 BOOST	\$0	\$0	
20.3000.37.1003 Sponsorships	\$0	\$0	
20.3000.37.1004 Contributions - MSSM	\$0	\$0	
20.3000.37.1005 Tunes by the Tracks -		0	
TOTAL CONTRIBUTIONS-PRIV SRCS	\$0	\$0	
<u>MISCELLANEOUS REVENUE</u>			
20.3000.38.1001 Rent Income	\$0	\$0	
20.3000.38.9300 Miscellaneous DDA	\$0	\$1	
20.3000.38.9301 Blue Grass	\$0	\$0	
20.3000.38.9302 Banners	\$0	\$0	
20.3000.38.9303 Farmers' Market	\$0	\$0	
20.3000.38.9304 Oktoberfest	\$0	\$0	
20.3000.38.9305 Christmas Parade	\$0	\$0	
20.3000.38.9306 GRANITE	\$0	\$0	
20.3000.38.9307 Tunes by the	\$0	\$0	
20.3000.38.9308 BTSB - FISH FRY	\$0	\$0	
20.3000.38.9309 Ornament Revenue		0	
TOTAL MISCELLANEOUS REVENUE			

20.3000.39.1100	Interfund Transfer In	\$214,318	\$11,523	
20.3000.39.1101	Fund 20 - Reserve	\$0	\$0	
20.3000.39.1200	Fund 20 Unrestricted Re	\$0	\$0	
20.3000.39.1201	Fund 20 MARTA Refund (U	\$0	\$0	
20.3000.39.2100	Proceeds From Sale of A	\$0	\$0	
20.3000.39.2202	Property Sale	\$0	\$0	
20.3000.39.3201	BB&T Note Proceeds	0		
TOTAL OTHER FINANCING SOURCES		\$214,318	\$11,523	
TOTAL Non-Departmental		\$214,318	\$11,524	
TOTAL REVENUES		214,318	11,524	
TOTAL PERSONAL SRVC & EMPL BEN		\$107,818	\$68,765	
20.5130.52.1200	Professional Serv.	\$60,000	\$15,062	
20.5130.52.1207	Administrative	\$0	\$0	
20.5130.52.1210	Legal Expense	\$0	\$2,828	\$ 20,000.00
20.5130.52.1300	Technical Services	\$0	\$0	
20.5130.52.2230	Building Repairs &	\$0	\$0	
20.5130.52.2310	Rent	\$0	\$0	
20.5130.52.3101	Building Insurance	\$0	\$0	
20.5130.52.3200	Communications	\$0	\$0	
20.5130.52.3300	Advertising	\$0	\$756	\$ 1,500.00
20.5130.52.3380	PROMOTIONS DDA	\$0	\$0	\$ 3,000.00
20.5130.52.3400	Printing & Binding	\$0	\$0	\$ 1,500.00
20.5130.52.3500	Travel	\$0	\$0	\$ 2,000.00
20.5130.52.3600	Dues & Fees	\$0	\$365	\$ 750.00
20.5130.52.3700	Education &	\$0	\$200	\$ 2,000.00
20.5130.52.3850	Contract Labor- DDA	10,000	0	\$ 30,000.00
TOTAL PURCHASED/CONTRACTED SVC				
20.5130.53.1100	OFFICE SUPPLIES	\$0	\$0	
20.5130.53.1110	Office Supplies	\$0	\$0	
20.5130.53.1120	Computer Software	\$0	\$0	
20.5130.53.1130	Postage	\$0	\$0	
20.5130.53.1210	WATER DDA BUILDING	\$0	\$0	

20.5130.53.1218	Water - 5379 E Mtn	\$0	\$0	
20.5130.53.1220	Natural Gas	\$0	\$0	
20.5130.53.1226	GAS 965 FL 1 Main	\$0	\$0	
20.5130.53.1227	Gas 965 FLR 2 Main	\$0	\$0	
20.5130.53.1228	Gas - 5379 E Mtn	\$0	\$0	
20.5130.53.1230	Electricity DDA	\$0	\$0	
20.5130.53.1231	Electricity 965	\$0	\$0	
20.5130.53.1232	Electricity 963	\$0	\$0	
20.5130.53.1233	Electrical 965	\$0	\$0	
20.5130.53.1234	Electricity 965	\$0	\$0	
(2024			
20.5130.53.1235	Electricity 965	\$0	\$0	
20.5130.53.1237	Electricity 5347 E	\$0	\$0	
20.5130.53.1238	Electricity - 5379	\$0	\$0	
20.5130.53.1300	Food Catering	\$0	\$0	
20.5130.53.1600	Small Equipment -	\$0	\$0	
20.5130.53.1740	Other Supplies		0	
TOTAL SUPPLIES		\$0	\$89	
<u>CAPITAL OUTLAY</u> 20.5130.54.1102	Site - 1001 4th	\$0	\$0	
20.5130.54.1300	Buildings	\$0	\$0	
20.5130.54.1308	Buildings - 5379 E	\$0	\$0	
20.5130.54.2400	Computer	\$0	\$0	
20.5130.54.2500	Other Capital		0	
TOTAL CAPITAL	OUTLAY	\$0	\$0	
<u>OTHER COSTS</u> 20.5130.57.3000	Payment To Others	\$0	\$0	
20.5130.57.3200	BOOST	\$0	\$0	
20.5130.57.3300	Facade Grants	\$25,000	\$0	\$ 100,000.00
20.5130.57.3400	Stormwater Utility	\$0	\$0	
20.5130.57.3401	Stornwater - 5379	\$0	\$0	
20.5130.57.3500	Revolving Loan	\$0	\$0	
20.5130.57.3600	Business	\$0	\$0	
20.5130.57.3700	HISTORIC TRAIN	\$0	\$0	
20.5130.57.9000	Contingencies		0	
TOTAL OTHER COSTS				
20.5130.58.1221 GMA - DDA BUILDING		\$0	\$0	
20.5130.58.2221 GMA - DDA BLDG			0	
TOTAL DEBT SERVICE		\$0	\$0	

OTHER FINANCING USES

20.5130.61.9000 Special Events	\$0	\$0	\$ 15,000.00
^			
20.5130.61.9001 Blue Grass Festival	\$0	\$0	
20.5130.61.9002 175th ANNIVERSARY	\$0	\$0	
20.5130.61.9003 Farmers' Market Costs	\$0	\$0	
20.5130.61.9004 Fall Event	\$0	\$0	
20.5130.61.9005 Christmas Parade	\$0	\$0	
20.5130.61.9006 GRANITE GRASSHOPPER 5K	\$0	\$0	
20.5130.61.9007 LIVE NATIVITY	\$0	\$0	
20.5130.61.9008 Tunes by the Tracks	\$7,500	\$7,500	
20.5130.61.9009 BTSB Fish Fry & Movie	\$0	\$0	
20.5130.61.9010 FARMERS MARKET LEAD PRO	\$0	\$0	
20.5130.61.9019 JUNETEENTH EVENT	\$0	\$0	
20.5130.61.9020 Mardi Gras Parade	4,000	4,000	
TOTAL OTHER FINANCING USES	\$11,500	\$11,500	
TOTAL Downtown Dev. Authority	\$214,318	\$99,564	
TOTAL EXPENDITURES	214,318	99,564	\$ 175,750.00