CALL TO ORDER

DETERMINATION OF A QUORUM

ADOPTION OF THE AGENDA OF THE DAY

NEW BUSINESS


B. Solid Waste Management Services – Intergovernmental Agreement for the Provision of Solid Waste Management Services Between DeKalb County, Georgia and The City of Stone Mountain, Georgia

C. Minutes of Council Work Session 08/21/18

ADJOURNMENT
MEMORANDUM
City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083

DATE: September 14, 2018
TO: Mayor and City Council
FROM: ChaQuias Thornton
RE: Solid Waste Collection Services

Term for contract with the City’s current solid waste collections vendor is set to expire December 31, 2018. The Administration is requesting official consent to submit written notice of nonrenewal to the vendor for a December 31, 2018 termination of the current solid waste, yard waste, recycling collections and disposal services contract. Per contract, written notice must be submitted to the vendor no later than October 1, 2018. Therefore, the administration is requesting formal consideration of the written notice of nonrenewal to be an item on the special called agenda to be held on September 18th, 2018, prior to the work session of Mayor and Council.

Language from current contract:
The term of this Extension Agreement shall begin on January 1, 2015 and continue for four (4) years until December 31, 2018 with allowances permitting the City and Contractor to negotiate additional extensions as deemed in the best interest of each party. At the end of the initial five year term and subsequent renewal terms, City must provide Contractor ninety (90) days written notice of non-renewal to terminate contract.

The administration is continuing to work with representatives of the DeKalb County Sanitation Division to establish Intergovernmental Agreement (IGA) for the implementation of solid waste service delivery by DeKalb County within the incorporated limits of Stone Mountain. Review of service options and discussion of IGA for both the City of Pine Lake and the City Stone Mountain are items on the agenda of the DeKalb County Public Works Committee meeting to be held this Tuesday, September 18, 2018 at 3:30pm. Director Jim Tavenner will represent the City during this meeting. The administration has also submitted to the Sanitation Division its most current Residential and Commercial Sanitation digests. This information will be used to prepare mapped servicing routes for use in implementing collection services once the IGA is executed by all of the appropriate parties. Additional meeting with DeKalb Sanitation Division representatives to discuss program roll-out in preparation of presentation to City Council is scheduled for Wednesday, September 26th, 2018. DeKalb Sanitation is scheduled to officially present the specifics of program implementation to the Council during the regular session to be held on Tuesday, October 2nd, 2018.

I would expect that the City Council might want to have executed IGA in place before submitting letter of termination of service to the City’s current solid waste collections provider. Therefore, the administration is requesting formal consideration of the IGA with DeKalb County to be an item on the special called agenda to be held on September 18th, 2018, prior to the work session of Mayor and Council.

ChaQuias
INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF SOLID WASTE MANAGEMENT SERVICES
BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF STONE MOUNTAIN, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and
between DeKalb County, Georgia and the City of Stone Mountain, Georgia.

WHEREAS, DeKalb County, Georgia ("County") is a constitutionally created
political subdivision of the State of Georgia; and

WHEREAS, the City of Stone Mountain ("City") is a municipality located in
DeKalb County, Georgia; and

WHEREAS, the Georgia Solid Waste Management Act ("SWMA") at O.C.G.A. §
12-8-31.1(a) requires each city and county in Georgia to develop or be included in a
comprehensive Solid Waste Management Plan ("SWMP") that conforms to the procedures
promulgated by the Georgia Department of Community Affairs; and

WHEREAS, the City desires to ensure that its citizens receive Solid Waste
Management Services, as defined herein, in a manner consistent with the SWMA; and

WHEREAS, the County has an approved SWMP in place; and

WHEREAS, the County collects, transports and disposes Solid Waste, as defined
herein, in accordance with its SWMP and currently provides Solid Waste Management
Services to unincorporated DeKalb County and municipalities located in the County; and

WHEREAS, the City is a part of the County’s SWMP; and

WHEREAS, the County and the City further desire to establish the cost of the Solid
Waste Management Services to be provided by the County to the City pursuant to this
Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial,
efficient and cooperative relationship that will promote the interests of the citizens of both
jurisdictions.

NOW THEREFORE, in consideration of the following mutual obligations, the
County and City agree as follows:
ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide for continued Solid Waste Management Services within the City.

ARTICLE 2
DEFINITIONS

For purposes of the Agreement, the following terms shall be defined as:

2.1 Commercial Establishment means any business, commercial use, hotel, motel, apartment house, rooming house, industrial, public or semipublic establishment of any nature or kind whatsoever other than a single dwelling unit/residential unit and condominiums.

2.2 Commercial Refuse means waste material from industrial processes, manufacturing canneries, slaughterhouses, packing plants, poultry processing plants or similar industries, and large quantities of condemned foods. Commercial refuse also includes waste material from the construction, remodeling and repair operations on houses, commercial buildings, multiple dwellings and other structures such as concrete, bricks, plaster, stone, earth, lumber, roofing materials, gutters, shavings and sawdust.

2.3 Garbage means food waste, including waste accumulation of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables.

2.4 Refuse means Garbage, Rubbish or Commercial Refuse.

2.5 Rubbish means waste paper, cartons, boxes, wood, tree branches, yard trimmings, furniture, appliances, metals, cans, glass crockery, dunnage and/or similar materials.

2.6 Solid Waste means any Garbage or Refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agriculture operation materials; solid or dissolved matters in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended and as defined by O.C.G.A. § 12-8-22(33) as may hereafter be amended.

2.7 Solid Waste Management Services includes collection, transportation and disposal of Solid Waste from residences, Commercial Establishments and other Special Services as described in this section. The County shall be the sole provider for all commercial solid waste collection services, including garbage and recycling. Residences
shall be provided once weekly curbside garbage collection, including backdoor service for medically eligible residents.

2.8 Commercial Establishments shall be provided collection services one to six times per week, to be determined by the Commercial Establishments. Commercial Establishments shall also be provided commercial recycling services one to five times weekly, the timing and the fees for such services to be determined by and between the Commercial Establishments and the County. As a service to the public, the County shall also collect mixed paper recycling from drop off sites at various County libraries and fire stations.

2.9 For residential customers only, the solid waste services the County provides shall include: once a week yard waste pick-up and appliance pick up; once a week single stream residential subscription recycling service; recycling in City office buildings and facilities; fee-based special and bulky material collection and dead animal collection as set by the County; and glass recycling by drop-off only, at specific recycling locations designated by the County and found on the County’s Sanitation website (hereinafter “Residential Services”).

2.10 The City agrees to remain in and comply with the Solid Waste Management Plan (“SWMP”) managed by the County and conform to the procedures promulgated by the Georgia Department of Community Affairs (the “DCA”) and as provided by the Georgia Solid Waste Management Act (the “SWMA”), O.C.G.A. § 12-8-31.1 et seq.

ARTICLE 3
TERM OF AGREEMENT

The term of the Agreement shall commence on the date of execution, through 2400 hours on December 31, 2018. This Agreement shall automatically renew without further action by the City or the County on January 1st of each succeeding year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless otherwise terminated in accordance with the termination provisions of this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 The City shall take all steps necessary to join and be a part of the County’s SWMP, as requested by the County.

4.2 For the Solid Waste Management Services to be rendered during the term of this Agreement, the City agrees that the County shall remain entitled to impose and collect its fees in a manner consistent with the fees imposed and collected from the residential customers, commercial customers, and Commercial Establishments in the unincorporated area of the County. Residential customers and property owners may be billed annually as a separate line item on their County tax bill. Commercial Establishments may be billed monthly or annually, at the County’s discretion. The County agrees that
residential customers, residential property owners, commercial customers and Commercial Establishments shall be charged fees at the same rate for similar services and in the same manner as such fees are imposed and collected within the unincorporated portion of DeKalb County.

ARTICLE 5
PUBLIC WORKS DIRECTOR

The County Public Works Director or their designee shall direct and manage the Solid Waste Management Services provided by the County under this Agreement.

ARTICLE 6
SERVICES

During the term of this Agreement, the County shall provide weekly residential and commercial Solid Waste Management Services to the City to be identical to the services provided in unincorporated areas of County, with the same costs and fees charged in the unincorporated areas of the County, unless changed pursuant to this Agreement. All calls, complaints and inquiries from City residential property owners and Commercial Establishments related to Solid Waste Management Services shall continue to be handled by the County in a timely manner. The City Manager and the County Public Works Director agree to communicate and mutually evaluate the cost and benefit of additional recycling options. The County is not obligated to provide additional recycling services outside the terms of this Agreement, or as otherwise amended.

ARTICLE 7
EQUIPMENT

The County agrees to provide all equipment and personnel necessary to execute the Solid Waste Management Services contemplated in this Agreement.

ARTICLE 8
AUTHORITY TO ENFORCE THE COUNTY’S APPLICABLE COLLECTION AND DISPOSAL CODE

8.1 The County shall have concurrent authority to enforce the County codes governing Solid Waste Management within the City of Stone Mountain, including collection and disposal services as addressed in the Code of DeKalb County, as Revised 1988, Article I, Section 22-1 through 22-5, Article II, Section 22-26 through Section 22-35, Article III, Section 22-51 through 22-60 and Article IV, Section 22-61 through 22-69 within the City. The County’s Public Works Director shall be responsible for enforcing the County’s collection and disposal code and related provisions. The County Public Works and/or County Police personnel assigned to the City shall take an oath administered by the Judge of the Municipal Court of the City, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to undertaking code enforcement duties pursuant to this Agreement to enforce the ordinances regulating Solid Waste Management.
8.2 Every County Public Works or County Police personnel assigned to the City shall still be deemed an employee of the County while performing the services, duties and responsibilities hereunder and is vested with the police powers of the County that are necessary to provide the code enforcement within the scope of this Agreement.

8.3 Upon being sworn in by the City, County Public Works and County Police personnel shall be and hereby are vested with the additional power to enforce the applicable ordinances of the City regulating Solid Waste Management, to issue citations incident to the enforcement of such County and City ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce these County and City ordinances is made for the sole and limited purpose of giving official and lawful status to the performance of code enforcement services provided by sworn officers within the City.

8.4 County personnel may enforce County and City ordinances regulating Solid Waste Management Services and shall appear in the Municipal Court of the City as necessary to prosecute cases made therein. The City agrees to compensate the County for any appearances of County personnel in the Municipal Court. The City agrees to provide, at its own expense, citation books containing the printed Municipal Court information to County personnel working within the City.

8.5 On or before the last day of the month following the effective date, the City will adopt solid waste management ordinances that are no less stringent and are as broad in scope as Attachment “A”, the Code of DeKalb County, Georgia, Article I, Section 22-1 through 22-5, Article II, Section 22-26 through Section 22-35, Article III, Section 22-51 through 22-60 and Article IV, Section 22-61 through 22-69, attached hereto and incorporated by reference, (hereinafter referred to as the County’s solid waste management ordinances). If the City does not enact amendments at least as stringent as those adopted by the County and consistent with the requirements of the SWMA and the SWMP within 60 days of the County’s enactment, this Agreement will immediately terminate with no further action required of the County. If the City does not enact solid waste management ordinances at least as stringent as the County’s solid waste management ordinances, this Agreement will immediately terminate with no further action required of the County. Whenever the County intends to amend its solid waste management ordinances, it will forward a copy of such proposed amendment(s) at least 90 days prior to the date of enactment to the City Manager.

ARTICLE 9
EMPLOYMENT STATUS

All County Public Works Department personnel operating in the City, as well as any other County personnel operating under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.
ARTICLE 10
RECORDKEEPING AND REPORTING

The County Public Works Department is the central repository for all Solid Waste related records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. 50-18-70, et seq. During the term of this Agreement, the County will continue to maintain all reports relating to Solid Waste Management activities it conducts within the City. Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 11
CITY – COUNTY RELATIONS

The County Public Works Department Director shall be the County’s main point of contact regarding Solid Waste Management issues and will coordinate with the City Manager as appropriate.

ARTICLE 12
TRANSITION

The County and City agree that 180 days prior to the end date of this Agreement, the City Manager and the County's Executive Assistant will meet and confer to determine whether the City desires to extend the Agreement.

ARTICLE 13
TERMINATION AND REMEDIES

The City and the County may terminate this Agreement with or without cause, by giving 180 days prior written notice to the other party. The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 14
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile 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. Notices shall be addressed to the parties at the following addresses:

If to the County:              Executive Assistant
                               1300 Commerce Drive
                               Maloof Building, 6th Floor
                               Decatur, Georgia 30030
ARTICLE 15
EXTENSION OF AGREEMENT

This Agreement may be extended at any time during the term by mutual written consent of both parties so long as such consent is approved by official action of the City Council and approved by official action of the County governing authority.

ARTICLE 16
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 17
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 18
SEVERABILITY, VENUE 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 party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the 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.

ARTICLE 19
BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties’ successors.

ARTICLE 20
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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]
IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers.

This ____ day of ______________, 2018.

DEKALB COUNTY, GEORGIA

MICHAEL J. THURMOND
Chief Executive Officer

ATTEST:

BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners and Chief Executive Officer

APPROVED AS TO SUBSTANCE: 

TRACY A. HUTCHINSON
Director of Sanitation

APPROVED AS TO FORM:

MARIAN C. ADEIMY
Assistant County Attorney

GEORGIA

CITY OF STONE MOUNTAIN,

PATRICIA WHEELER
Mayor

(SEAL)

APPROVED AS TO SUBSTANCE:

City Manager

APPROVED AS TO FORM:

City Attorney
CALL TO ORDER
The meeting was called to order by Mayor Patricia Wheeler at 6:42pm. Present were Council Members Mailman, Hollis, Johnson, and Wells. Council Members Little and Bryant were absent.

DETERMINATION OF A QUORUM
Mayor Wheeler determined a quorum was present.

INVOCATION AND PLEDGE
Council Member Hollis gave the invocation and Council Member Wells led the pledge of allegiance.

READING OF COMMUNICATIONS
None.

ADOPTION OF THE AGENDA OF THE DAY
Council Member Johnson made the motion to adopt the agenda of the day with the addition under New Business, E. Sewer Easement for 5203 Central Drive. Seconded by Council Member Hollis.
Motion approved 4-0.

CITIZEN COMMENTS – NON-AGENDA ITEMS ONLY
None.

COMMITTEE DISCUSSION ITEMS
A. Planning and Zoning - No Report

B. Economic Development/Downtown Development Authority – No Report; Council Member Johnson mentioned that the next meeting of the Downtown Development Board is August 27 at 6:30pm

C. Historic Preservation Commission – Al Capagrossi reported that the Commission met last Wednesday, August 15, 2018. The plans for the Hearthstone Project were reaffirmed. The deck construction at 5380 E. Mountain Street was approved. The proposed new construction at 5272 Poplar Springs Road was denied.

STAFF REPORTS
A. Code Compliance Officer – Sgt. Roseberry

Officer Roseberry gave her report as well as Officer Bob Hillis’ report. Officer Roseberry reported on the status of Robert Smith’s and Trust properties at Steville, Fourth and Beaver Run and the clean-up progress. Council Member Mailman asked about Officer Bob Hillis’ report and the mentioning of the two homes located at 1057 Fourth Street and 1054 Evans Lane and the possible demolition of those properties which Sgt. Roseberry discussed.

B. Public Works Director – Jim Tavenner

Mr. Tavenner reported that Public Works is working on plans to resurface Leila Mason Park’s basketball court as well as two courts at Medlock Park. Public Works is working to obtain bid information for 610 Rockborough Drive and 5367 Cherry Wood Drive. Mr. Tavenner discussed with Council the engineer’s recommendations on the crosswalk on East Mountain at the Stone Mountain Park entrance. He also discussed his budget plans for FY2019.

C. Chief of Police – Chief Troutman

Chief Troutman reported on police department and crime activity for the past 30 days.

D. Visitor center Manager – Kim Cumbie – Mrs. Cumbie reported on the most recent month’s Visitor Center activity.
UNFINISHED BUSINESS
A. Consideration of Rock Gym Maintenance – Intergovernmental Agreement between the City of Stone Mountain and DeKalb County Board of Education for Long-Term Lease of the Historic Rock Gym Facility

City Manager ChaQuias Miller Thornton mentioned that she has heard from Mr. Dan Drake (Interim COO for the DeKalb County School District) and the District is willing to consider the full 10-year term without the 2-year renewal periods. The District is also willing to consider 8% of the gym’s current value of $165,000 instead of 10% as the annual rental assessment. City Manager Thornton then mentioned that there is a conflict between term 3 where it is noted that the City has 90 days to put the utilities on a separate meter and the term 3A1 where it is written that the City has 6 months to meter the utilities separately. Council Member Johnson asked which one the District prefers, and the City Manager stated that the District prefers the 90 days. Council then discussed their additional concerns and thoughts of the proposed contract.

NEW BUSINESS
A. Consent Agenda – None.

B. Composition of Request for Proposal – Solid Waste Management Services

City Manager Thornton stated that the City issued correspondence to its Commercial Dumpster customers. The City Manager mentioned that it is at her recommendation as well as Jim Taverner’s, the Public Works Director, that the County’s sanitation service is the City’s best option. Council Member Johnson asked for clarification on the proposed terms of the contract and City Manager Thornton stated that she is recommending 3 – 5 years and the County is willing to consider the length of that term. Council Members Mailman, Johnson and Hollis all agreed with the proposed 3 – 5 year term. City Manager then discussed with Council the pricing increase to residential and commercial customers being inevitable. Council Member Johnson asked City Manager Thornton if the fee would be set during the length of the term. City Manager stated that the City will be clarifying that with the County. The Council Members continued to discuss and give opinions of the recommendations of solid waste management services with Dekalb County.

C. Revision of Chapter 4 – Animals, Stone Mountain Code of Ordinances.

City Manager Thornton stated that a draft of grazing ordinance had been completed but, she would like to hold off on until complete revision of the Chapter 4 – Animals ordinance because a big portion of the ordinance comes from DeKalb County’s ordinance, within which a lot of the language is not applicable to the City. City Manager Thornton would like to get better regulatory language to fit the City. Council Member Hollis stated that she would be doing further research with some others and City Manager recommended that Mayor Wheeler look into appointing someone else to help Council Member Hollis in her research. City Manager Thornton confirmed that with Council consent this item will be removed from the agenda for now.

D. Mid-Year FY2018, Preliminary FY2019 Budget Discussion

City Manager Thornton asked for Council to set a separate work session for 2019 budget discussion as well as for consideration of a budget for the full 6-year term of the SPLOST. City Manager asked for time to finalize the calendar before deciding on the separate work session date for FY2019 Budget discussion. City Manager noted that she has provided, in a separate memo to Council, the proposed FY2019 Revenue estimates.

E. Sewer Easement for 5203 Central Drive, Brad Bostwick owner.

Council Member Johnson discussed that the owner of the property came to the City because he is having some sewer issues and would like to tie onto an existing sewer line within Central Drive but would have to cross through a parcel that the City owns to tie in. Council Member Johnson stated that the Council would have to come to some consensus to allow Mr. Bostwick to tie into this sewer main within Central Drive. Council discussed the issue.

NEW ORDINANCES AND RESOLUTIONS
A. Resolution 2018-20 FY2018 Budget Amendment – City Manager Thornton discussed the Certified Digest received from the Tax Commissioner’s Office and explained that based on the approved millage rate assessment, there are additional revenues to be received from Real Property and Business Property Taxes. She explained the other revenue and expenditures increases and decreases recommended in the proposed budget amendment.
CITY MANAGER’S REPORT
City manager Thornton reviewed the Revenue and Expense Report for the month of July 2018. Council Member Johnson asked if we have started process for replacement of Judge Dear-Jackson since she won the election. Mayor Wheeler and City Manager Thornton both gave input.

ANNOUNCEMENTS BY THE MAYOR
Mayor Wheeler asked for any more discussion from the Council. Council Member Johnson reminded everyone of the ceremony on Sunday, August 26th, 2018 to honor the life of former Chief James B. Rivers. She also mentioned her trip to attend the DeKalb County Transit Master Planning Conference in Minneapolis St. Paul as a representative of the City.

ADJOURNMENT
Council Member Johnson made a motion to adjourn, seconded by Council Member Hollis.
Motion approved 4-0.
The meeting adjourned at 8:28pm.

Patricia Wheeler, Mayor

Alicia Daniels, Assistant City Clerk