

CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1

Council Member Rob Turner- District 2

Council Member Jazzmin Cobble – District 3

Council Member George Turner- District 4

Council Member Diane Adoma – District 5

WORK SESSION AGENDA

November 1, 2017

6:00P p.m.

Stonecrest Library

3123 Klondike Road, Lithonia, Georgia

- I. CALL TO ORDER:** Mayor Jason Lary
- II. ROLL CALL:** Brenda James, Interim City Clerk
- III. PRESENTATION:**
- IV. PUBLIC HEARING:**
 1. An Ordinance to Adopt a Budget for the Calendar Year 2017
- V. AGENDA ITEMS:**
 2. An Ordinance to Amend Chapter 2 (Administration) to Declare the Need for the Creation of a Development Authority for the City of Stonecrest
 3. An Ordinance Adopting Chapter 9 (Municipal Court) of the City of Stonecrest
 4. An Ordinance to Adopt Article IV- Cable Television Franchises in Chapter 8
 5. Discussion on Official City of Stonecrest Holidays for 2017
 6. Discussion on 2 Proposals for the AV system for the Council Chambers
 7. Discussion on the Amendment of the Charter
 8. Discussion on the Council Commitment Form from the Retreat

VI. MAYOR AND COUNCIL COMMENTS:

VII. ADJOURNMENT:

VIII. EXECUTIVE SESSION:

WHEN AN EXECUTIVE SESSION IS REQUIRED, ONE WILL BE CALLED FOR THE FOLLOWING ISSUES: 1) PERSONNEL, 2) LITIGATION, 3) REAL ESTATE



CITY COUNCIL AGENDA ITEM

SUBJECT: ORDINANCE TO ADOPT THE 20177 CALENDAR YEAR BUDGET

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

Date Submitted: 10/25/2017 Work Session: 11/01/2017 Council Meeting: 11/06/2017

SUBMITTED BY: City Manager Michael Harris

PURPOSE: This ordinance is to adopt the 2017 Calendar Year Budget. There will be a Public Hearing at this November 1, 2017 Work Session and a Public Hearing and Adoption of the Budget at the November 6, 2017 Meeting.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Public Hearing

STATE OF GEORGIA
CITY OF STONECREST

AN ORDINANCE TO ADOPT A BUDGET FOR THE CALENDAR YEAR 2017

Whereas in accordance with Section 5.02 of the Stonecrest City Charter, the Stonecrest City Council is required to adopt an Operating and Capital budget; and,

Whereas the new city of Stonecrest was incorporated effective January 1, 2017; and,

Whereas the new Stonecrest City Council officially convened for the first time on May 8, 2017; and

Whereas, the City of Stonecrest held a public hearing, with proper notice on the budget on November 1, 2017, and November 6, 2017.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Stonecrest that the attached 2017 Operating and Capital Budget is hereby approved for calendar year 2017 and becomes effective upon is adoption;

SO ORDAINED, this 6th day of November, 2017

Approved: _____

Jason Lary, Mayor

Attest: _____

Brenda James, City Clerk

CITY OF STONECREST
OPERATING BUDGET

FY 2017 GENERAL FUND BUDGET SUMMARY

FY 2017
6 MONTHS

Beginning Fund Balance	0.00
General Property Tax	900,000.00
Selective Sales & Use Tax	225,000.00
Business Taxes	1,200,000.00
Delinquent Taxes	0.00
Business License	10,000.00
Building/Development Permits	350,000.00
Zoning Fees	5,000.00
General Government	0.00
Fines & Forfeitures	0.00
Interest Earned	0.00
Other Sources of Income	159,000.00

TOTAL GENERAL FUND REVENUES

2,849,000.00

City Council	81,417.00
City Manager	250,000.00
City Clerk	167,123.00
Finance/Administration	13,710.00
Legal Services	400,000.00
Facilities and Buildings	78,500.00
Communications	107,000.00
IT/GIS	170,810.00

General Operations	367,500.00
Municipal Court	1,000.00
Parks	0.00
Community Development	886,700.00
Economic Development	77,500.00
Designated Reserve	247,740.00
	0.00

TOTAL GENERAL FUND EXPENDITURES 2,849,000.00

Year End Fund Balance 247,740.00

FY2018 HOTEL/MOTEL FUND BALANCE SUMMARY

Taxes	
Total Hotel/Motel Fund Expenditures	
Economic Development	
Total Hotel/Motel Fund Expenditures	

FY2018 RENTAL CAR FUND BALANCE SUMMARY

Taxes	
Total Rental Car Fund Revenues	
Economic Development	
Total Rental Car Fund Expenditures	

TOTAL REVENUES ALL FUNDS

TOTAL EXPENDITURES ALL FUNDS

FY 2017
6 MONTHS

100 - General Fund Revenue Detail

Taxes	
General Property Tax	
100-031-03110-31100	
100-031-03110-31110	Public Utility Tax
100-031-03110-31200	Ad Valorem Tax-Prior Year
100-031-03110-31310	Motor Vehicle Tax
100-031-03110-31315	Title Ad Valorem Tax
100-031-03110-31320	Mobile Home Tax
100-031-03110-31325	Heavy Equipment Tax
100-031-03110-31340	Intangible Tax Revenue
100-031-03110-31350	Railroad Equipment Tax
100-031-03110-31360	Real Estate Transfer Tax
100-031-03110-31370	Franchise Fees
	900,000
SUBTOTAL	900000
Selective Sales & Use Tax	
100-031-03140-34200	Alcoholic Beverage Excise Tax
100-031-03140-34300	Local Option Mixed Drink
100-031-03140-34900	Other Selective Tax
	225000
SUBTOTAL	225000

Business Taxes

100-031-03160-31610	Bus. & Occupational Taxes	1200000
100-031-03160-31620	Insurance Premium Tax	
100-031-03160-31630	Financial Institution Taxes	
SUBTOTAL		1200000

Penalties & Interest On Delinquent Taxes

100-031-03190-39100	Pen. & Int. on delinquent Taxes	0
SUBTOTAL		0

TAXES SUBTOTAL

License & Permits

Business License		
100-032-03210-32110	Alcoholic Beverages	0
100-032-03210-32120	General Business License	10000
100-032-03210-32190	Other Licenses/Permits	
100-032-03210-32210	Insurance	
SUBTOTAL		10000

Building/Development Permits

100-032-03220-32200	Building Permits	300000
100-032-03220-32202	Development Permits	50000
100-032-03220-32205	Zoning Applications	5000
SUBTOTAL		355000

Regulatory Fees

100-032-03230-32300	Regulatory Fees	0
100-032-03230-32310	Inspection Fees	0
SUBTOTAL		0

LICENSE & PERMITS SUBTOTAL

General Government		
General Government		
100-034-03400-34119	Other Fees	0
100-034-03400-34930	Bad Check Fees	
SUBTOTAL		0

GENERAL GOVERNMENT SUBTOTAL

Fines & Forfeitures		
Fines & Forfeitures		
100-035-03510-35100	Municipal Court	0
SUBTOTAL		0

FINES & FORFEITURE SUBTOTAL

Interest Earned

Interest Revenues

100-360-36100-36100	Interest Revenues	0
SUBTOTAL		0

INTEREST EARNED SUBTOTAL

Other Sources of Revenue

Contributions/Donations		
100-370-37100-37100	General City Donations	0
SUBTOTAL		0

Other Financing Sources		
100-390-39100-39120	Transfer from Hotel/Motel	150000
100-390-39100-39121	Transfer from Hotel/Motel for Parks	0
100-390-39100-39120	Transfer from Rental Car	9000
SUBTOTAL		159000

OTHER SOURCES OF REVENUE SUBTOTAL

TOTAL GENERAL FUND REVENUES 2,849,000.00

FY 2017
7 MONTHS

100-General Fund Expenditures Detail

City Council		
100-010-05110-51110	Regular Salaries	55,417.00
100-010-05110-51210	Group Insurance	

100-010-05110-51240	Retirement	
100-010-05110-51260	Unemployment Expense	
100-010-05110-51270	Workers Comp.	6,000.00
100-010-05110-51200	FICA/Medicare	
100-010-05110-52370	Education & Training	5,000.00
100-010-05110-53160	Mayor's Expenses	15,000.00
100-010-05110-53165	Council Expenses	
City Council Subtotal		81,417.00
City Manager		
100-010-05130-51110	Regular Salaries	
100-010-05130-51200	FICA/Medicare	
100-010-05130-51210	Group Insurance	
100-010-05130-51240	Retirement	
100-010-05130-51260	Unemployment Expense	
100-010-05130-51270	Workers Comp.	
100-010-05130-51290	Other Emp. Benefits	
100-010-05130-51280	Relocation Expenses	
100-010-05130-52121	Contractual Svcs. CH2M	250,000.00
100-010-05130-52350	Travel Expense	
100-010-05130-52360	Dues & Fees	
100-010-05130-52370	Education & Training	
100-010-05130-53100	Operating Supplies	
100-010-05130-53175	Hospitality Supplies	0.00
City Manager Subtotal		250,000.00

City Clerk		
100-010-05131-51110	Regular Salaries	
100-010-05131-51200	FICA/Medicare	
100-010-05131-51210	Group Insurance	

100-010-05131-51240	Retirement	
100-010-05131-51260	Unemployment Expense	
100-010-05131-51270	Workers Comp.	
100-010-05131-51290	Other Employment Benefits	55,123.00
100-010-05131-52112	Election Services	
100-010-05131-52120	Professional Services	
100-010-05131-52121	Contractual Services CH2M	100,000.00
100-010-05131-52330	Advertising	10,000.00
100-010-05131-52350	Travel Expense	
100-010-05131-52360	Dues & Fees	
100-010-05131-52370	Education & Training	
100-010-05131-53110	Operating Supplies	2,000.00
100-010-05131-53101	Postage	
City Clerk Subtotal		167,123.00

Finance Administration		
100-010-05151-51110	Regular Salaries	
100-010-05151-51200	FICA/Medicare	
100-010-05151-51210	Group Insurance	
100-010-05151-51240	Retirement	
100-010-05151-51260	Unemployment Expense	
100-010-05151-51270	Workers Comp.	
100-010-05151-51290	Other Employment Benefits	
100-010-05151-52110	Audit Services	8,000.00
100-010-05151-52120	Professional Services (GMA-Telecom)	3,210.00
100-010-05151-53100	Operating Supplies	
100-010-05151-53101	Postage	
100-010-05151-54240	Software	2,500.00
Finance Administration Subtotal		13,710.00

Legal Services

100-010-05153-52122	Attorney Fees/City Attorney	300,000.00
100-010-05153-52130	Attorney Fees/Other	80,000.00
100-010-05153-52131	Contractual Services	
100-010-05153-52120	Professional Services (Bond Attorneys)	20,000.00
Legal Services Subtotal		400,000.00

Facilities & Buildings		
100-010-05156-51300	Technical Services	1,000.00
100-010-05156-52120	Professional Services	2,500.00
100-010-05156-52200	Repairs & Maintenance	
100-010-05156-52210	Sanitation	
100-010-05156-52301	Real Estate Rents/Leases	0.00
100-010-05156-53103	Office Supplies	
100-010-05156-53121	Water/Sewer	
100-010-05156-52122	Natural Gas	
100-010-05156-53123	Electricity	
100-010-05156-54130	Buildings & Improvements	
100-010-05156-54230	Furniture & Fixtures	50,000.00
100-010-05156-54250	Other Equipment	25,000.00
Facilities & Buildings Subtotal		78,500.00

Communications		
100-010-05157-51110	Regular Salary	
100-010-05131-51200	FICA/Medicare	
100-010-05131-51210	Group Insurance	
100-010-05131-51240	Retirement	
100-010-05131-51260	Unemployment Expense	
100-010-05131-51270	Workers Comp.	
100-010-05157-52120	Professional Services: CH2M/Web Designer	100,000.00

100-010-05157-52340	Printing	4,000.00
100-010-05157-53101	Postage	
100-010-05157-53175	City Events	
100-010-05157-54250	Other Equipment	3,000.00
Communications		
Subtotal		107,000.00

IT/GIS		
100-010-05158-52122	Contractual Services: CH2M	152,000.00
100-010-05158-54240	Computer/Software	18,810.00
IT/GIS Subtotal		170,810.00

Economic Development		
	Contracted Services: CH2M	73,000.00
	Marketing	4,500.00
	Training & Travel	0.00
Econ. Development Subtotal		77,500.00

General Operations		
100-010-05159-52101	Official/Admin Start Up	35,000.00
100-010-05159-52120	Professional Services	
100-010-05159-52121	Contractual Services: CH2M	275,000.00
100-010-05159-52123	Contractual Services: Other	
100-010-05159-52310	General Liability Insurance	15,000.00
100-010-05159-52330	Advertising	
100-010-05159-52340	Printing	
100-010-05131-52360	Dues & Fees	
100-010-05159-52370	Education & Training - Boards	

100-010-05159-53100	Operating Supplies	
100-010-05159-53101	Postage	2,500.00
100-010-05159-53103	Office Supplies	
100-010-05159-53104	Service Fees/Phones	12,000.00
100-010-05159-53175	City Events	
100-010-05159-54230	Furniture & Fixtures	
100-010-05159-54231	Signs	
100-010-05159-54240	Computer/Software	28,000.00
100-010-05159-54250	Other Equipment	
100-010-05159-58130	Principal Note Payments	
100-010-05159-58230	Interest Note Payments	
100-010-05159-58400	Closing Costs	
General Operations Subtotal		367,500.00

Municipal Court		
100-050-05160-52120	Professional Services- Judges Solicitor Public Defender Probation Services Court Clerk Court Software	
	Administration Expenses	1,000.00
Municipal Court Subtotal		1,000.00

Parks		
100-060-06210-52120	Professional Services:CH2M	
100-060-06210-52200	Repairs & Maintenance	
100-060-05159-53100	Operating Supplies	
Parks Subtotal		

Community Development		
100-070-07210-52120	Professional Services: CH2M	870,000.00
100-070-05159-52370	Education & Training: Boards	3,500.00
100-070-05159-54240	Computer/Software	13,200.00
Community Development Subtotal		886,700.00

Designated Reserve		
100-010-05900-57902	Reserve Contingency	247,740.00
Designated Reserve Subtotal		247,740.00

TOTAL GENERAL FUND EXPENDITURES 2,849,000.00

275-Hotel/Motel Tax Fund Revenue Detail

Taxes		
275-031-03140-31410	Hotel/Motel Excise Tax	250000
275-031-03190-39100	Pen. & Interest on Delinquent Tax	
Taxes Subtotal		250000

275-Hotel/Motel Tax Fund Expenditure Detail

Economic Development		
275-075-07500-61100	Transfer to General Fund	150000
275-075-07500-61101	Transfer to General Fund for Parks	0

275-075-07500-75400	Discover Dekalb	100000
Economic Development Subtotal		250000

280 - Rental Car Tax Fund Revenue Detail

Taxes		
280-031-03140-31440	Excise Tax on Rental Motor Vehicles	9000
280-031-03190-39100	Penalty & Interest on Delinquent Tax	
Taxes Subtotal		9000

280 - Rental Car Tax Fund Expenditures Detail

Economic Development		
280-075-07500-61100	Transfer to General Fund	9000
Economic Development Subtotal		9000



CITY COUNCIL AGENDA ITEM

**SUBJECT: ORDINANCE TO AMEND CHAPTER 2 (ADMINISTRATION) TO
DECLARE THE NEED FOR THE CREATION OF A DEVELOPMENT
AUTHORITY IN THE CITY OF STONECREST**

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

Date Submitted: 10/25/2017 Work Session: 11/01/2017 Council Meeting: 11/06/2017

SUBMITTED BY: Attorney Washington

PURPOSE: This Ordinance is to amend Chapter 2 (Administration to declare the need for the creation of a Development Authority for the City of Stonecrest.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Discussion

1 **AN ORDINANCE TO REVISE CHAPTER 2 (ADMINISTRATION) TO DECLARE THE**
2 **NEED FOR THE CREATION OF A DEVELOPMENT AUTHORITY TO FUNCTION IN**
3 **THE CITY OF STONECREST, GEORGIA PURSUANT TO THE PROVISIONS OF**
4 **THE CONSTITUTION OF THE STATE OF GEORGIA AND THE DEVELOPMENT**
5 **AUTHORITIES LAW, O.C.G.A. §36-62-1, ET SEQ.; AS IT MAY BE AMENDED FROM**
6 **TIME TO TIME; TO PROVIDE FOR ACTIVATION OF THE DEVELOPMENT**
7 **AUTHORITY AND APPOINTMENT OF A BOARD OF DIRECTORS; TO**
8 **AUTHORIZE SAID DEVELOPMENT AUTHORITY TO EXERCISE ALL POWERS**
9 **CONTAINED IN THE DEVELOPMENT AUTHORITIES LAW; TO PROVIDE FOR**
10 **NOTICE TO THE SECRETARY OF STATE OF THE STATE OF GEORGIA OF THE**
11 **ADOPTION OF THIS ORDINANCE; TO PROVIDE FOR AN EFFECTIVE DATE; TO**
12 **RESCIND CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.**

13 **WHEREAS,** pursuant to ARTICLE IX, SECTION VI, PARAGRAPH III of the Constitution of
14 the State of Georgia of 1983 and the Georgia Development Authorities Law,
15 O.C.G.A. §36-62-1, *et seq.*, there is created in and for each county and
16 municipality in the state a public body corporate and politic to be known as the
17 “development authority;” and
18

19 **WHEREAS,** it has been determined by the Mayor and Council of the City of Stonecrest,
20 Georgia (the “City”) that there is a need in the City to develop and promote trade,
21 commerce, industry and employment opportunities for the public good and the
22 general welfare while performing an essential governmental function in the
23 exercise of that power; and
24

25 **WHEREAS,** the Mayor and Council desire to create a climate favorable to the location of new
26 industry, trade and commerce and to encourage the development of existing
27 industry, trade and commerce within the City; and
28

29 **THEREFORE,** the Mayor and City Council of the City of Stonecrest, Georgia, hereby ordain as
30 follows:
31

32 **Section 1:** The Code of the City of Stonecrest, Georgia, is hereby amended by adding
33 **Division 2** to Article IV of Chapter 2 (“Administration”) to be titled “Development
34 **Authority” that reads as follows:
35**

36 **DIVISION 2. – DEVELOPMENT AUTHORITY**

37 **Sec. 2-117. Declaration of Need.**

38 The Mayor and Council of the City hereby declare that there is determined to be a recent
39 and future need for a Development Authority, as more fully described and defined in the Georgia
40 Development Authorities Law, O.C.G.A. §36-62-1, *et seq.*, as it may be amended from time to

41 time, for the purpose of developing and promoting trade, commerce, industry and employment
42 opportunities for the public good and the general welfare while performing an essential
43 governmental function in the City of Stonecrest.

44 **Sec. 2-118. Creation.**

45 There is hereby created in the City of Stonecrest, Georgia, a nonprofit public body
46 corporate and politic known as the “Stonecrest Development Authority.” The Stonecrest
47 Development Authority may be activated by the Mayor and Council at any time by approval of
48 an activation Resolution which shall cause for the activation of the Stonecrest Development
49 Authority and appointment of the initial Board of Directors.

50 **Sec. 2-119. Board of Directors.**

51 (a) The Stonecrest Development Authority Board of Directors shall be composed of seven
52 (7) members, each of whom shall be a taxpayer residing in the City of Stonecrest and
53 none of whom is a member of the Mayor and City Council.

54 (b) The initial term of office of the Board of Directors shall be staggered to include four (4)
55 members to serve an initial term of two (2) years and three (3) members to serve an initial
56 term of four (4) years. Thereafter, any succeeding Director shall serve a term of four (4)
57 years as set forth in O.C.G.A. §36-62-4.

58 (c) Directors may be appointed by the Mayor and City Council for more than one (1)
59 consecutive term. If at the end of any term of office of any Director, a successor thereto
60 has not been appointed, the Director whose term of office has expired shall continue to
61 hold office until his or her successor is so appointed.

62 (d) The Board of Directors shall notify the City Council within sixty (60) days of the
63 resignation, removal, death, disqualification, or expiration of the terms of any Director of
64 the Authority.

65 **Sec. 2-120. By-Laws.**

66 Within sixty (60) days of the activation of the Stonecrest Development Authority by
67 Resolution, the Board of Directors shall organize itself, enact and comply with By-Laws which
68 shall be approved by the Mayor and City Council, carry out its duties and responsibilities and
69 exercise its powers and prerogatives in accordance with the terms and provisions of the
70 Development Authorities Law, as it now exists or may hereafter be amended. Any amendments
71 to the By-Laws shall also be first approved by Mayor and City Council.

72 **Secs. 2-121—2-136. - Reserved.**

73

74 **Section 2:** The Mayor and Council hereby authorize and direct the City Clerk to promptly
75 furnish to the Secretary of State of the State of Georgia a certified copy of this Ordinance, in
76 compliance with the provisions of O.C.G.A. §36-64-4(c).

77

78 **Section 3:**

79 1. It is hereby declared to be the intention of the Mayor and City Council that all sections,
80 paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their
81 enactment, believed by the Mayor and City Council to be fully valid, enforceable and
82 constitutional.

83

84 2. It is hereby declared to be the intention of the Mayor and City Council that, to the
85 greatest extent allowed by law, each and every section, paragraph, sentence, clause or
86 phrase of this Ordinance is severable from every other section, paragraph, sentence,
87 clause or phrase of this Ordinance. It is hereby further declared to be the intention of the
88 Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph,

89 sentence, clause or phrase of this Ordinance is mutually dependent upon any other
90 section, paragraph, sentence, clause or phrase of this Ordinance.

91

92 3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
93 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
94 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is
95 the express intent of the Mayor and City Council that such invalidity, unconstitutionality,
96 or unenforceability shall, to the greatest extent allowed by law, not render invalid,
97 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,
98 sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed
99 by law, all remaining phrases, clauses, sentences, paragraphs and sections of the
100 Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

101

102 4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith
103 are hereby expressly repealed.

104

105 5. The within ordinance shall become effective upon its adoption and by said adoption the
106 Stonecrest Development Authority shall be considered created.

107

108 6. The provisions of this Ordinance shall become and be made part of the Code of the City
109 of Stonecrest, Georgia, and the sections of this Ordinance may be renumbered to
110 accomplish such intention.

111

112

113 **SO ORDAINED AND EFFECTIVE** this the ____ day of _____, 2017.

114

115

Approved:

116

117

118

Jason Lary, Sr., Mayor

119

120

121

122 Attest:

As to form:

123

124

125

Brenda James, City Clerk

City Attorney

126



CITY COUNCIL AGENDA ITEM

**SUBJECT: AN ORDINANCE OF THE CITY OF STONECREST, GEORGIA
ADOPTING CHAPTER 9 (MUNICIPAL COURT) OF THE CITY CODE**

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: 10/30/2017 Work Session: 11/01/2017 Council Meeting: 11/06/2017

SUBMITTED BY: Attorney Washington

PURPOSE: In accordance to section 4.01 of the Charter, the City hereby creates the Municipal Court of the City of Stonecrest.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

1 **AN ORDINANCE OF THE CITY OF STONECREST, GEORGIA ADOPTING**
2 **CHAPTER 9 (MUNICIPAL COURT) OF THE CITY CODE.**
3

4 **WHEREAS,** the City of Stonecrest, Georgia Mayor and City Council are authorized by Article
5 IV of the City Charter to create a Municipal Court to have jurisdiction to try
6 offenses against the laws and ordinances of the City and create regulations
7 establishing the operation of same; and
8

9 **WHEREAS,** this Ordinance shall be adopted as part of the City of Stonecrest City Code, as
10 Chapter 9 (Municipal Court).
11

12 **THEREFORE,** the Mayor and City Council of the City of Stonecrest, Georgia hereby ordain as
13 follows:
14

15 **Section 1:** **The Mayor and City Council of the City of Stonecrest, Georgia, hereby adopt**
16 **an Ordinance designated as “Chapter 9. Municipal Court” to read and be codified as**
17 **follows:**
18

19 **CHAPTER 9. MUNICIPAL COURT.**

20 **ARTICLE I. - IN GENERAL**

21 **Sec. 9-1. - Creation of the court.**

22 In accordance with section 4.01 of the Charter, the City hereby creates the Municipal Court
23 of the City. The powers and jurisdiction of the court are described in article IV of the Charter.

24 **Sec. 9-2. - Judge and judge pro-tem.**

25 (a) In accordance with section 4.02 of the Charter, the Municipal Court judge shall be
26 nominated by the Mayor subject to approval by the City Council with compensation to be
27 fixed by the Council.

28 (b) In accordance with section 4.02 of the Charter, the Mayor shall also nominate one or more
29 judges pro tempore subject to approval by the City Council to serve as requested.

30 (c) The judge and judges pro tempore shall serve a term of four years but may be removed in
31 accordance with the provisions of section 4.02(d) of the Charter.

32 (d) No person shall be qualified or eligible to serve as judge unless he shall have attained the
33 age of 28 years and shall have been a member of the State Bar of Georgia for a minimum of
34 three years.

35 (e) The judges pro tempore shall serve as requested by the judge and shall have the same
36 qualifications as the judge.

37 **Sec. 9-3. - Additional personnel.**

38 (a) *Municipal Court Clerk and Court Administrator.* The Municipal Court judge shall select a
39 Municipal Court Clerk, who shall be appointed by the City Manager. The Municipal Court
40 Clerk shall report to and be supervised by the Municipal Court Judge. The City Manager
41 may appoint a Court Administrator, who, if appointed, shall act as the department head for
42 the Municipal Court. The same person may serve as Court Clerk and Court Administrator.

43 (b) *Warrants and other writs.* Police officers of the City Police Department, County Police
44 Department, County Sheriff's Department or any other law enforcement officer may execute
45 warrants and other writs in furtherance of the Court's jurisdiction and orders.

46 (c) *Bailiff.* At least one City Police Department officer or an officer from the County Sheriff's
47 Department will serve as a bailiff whenever the Municipal Court is in session.

48 (d) *Solicitor.* In accordance with section 3.08 of the Charter, the City Attorney may be the
49 prosecuting officer or solicitor in the Municipal Court.

50 **Sec. 9-4. - Additional support.**

51 (a) *Indigent defense.* The City shall provide indigent defendants with counsel as provided by
52 state law.

53 (b) *Translator.* The City shall provide translation services as required by state law.

54 (c) *Intermediary interpreter.* The City shall provide interpreter services as required by state law.

55 **Sec. 9-5. - Court sessions.**

56 The Court shall be in session at least one day per month and other times as determined
57 necessary by the Municipal Court judge to keep the Court dockets current. The Court Clerk shall
58 direct staffing of the sessions.

59 **Sec. 9-6. - Court fees.**

60 (a) The Municipal Court judge may recommend to the City Council for its approval a schedule
61 of fees to defray the cost of operation.

62 (b) The Council may set fines for violations of City ordinances.

63 **Sec. 9-7. - Summons; failure to appear.**

64 (a) Any Code Enforcement Officer or officer of the Police Department and the solicitor and
65 assistant solicitor of the Municipal Court in all cases where a complaint is made or
66 information is obtained of any violation of this Code or other laws or ordinances of the City
67 or of any violation of the state traffic code within Municipal Court jurisdiction, shall issue a
68 summons, directed to the accused, requiring the accused to appear before the Municipal
69 Court to answer the charge. The summons shall enumerate the specific charges against the
70 accused and designate the time and place of arraignment or trial and shall be signed by the
71 police officer or the solicitor or assistant solicitor of the Municipal Court issuing it, and a
72 copy thereof shall be served upon the accused personally.

73 (b) It shall be unlawful, upon proof of actual service of the summons upon the defendant, for
74 any defendant lawfully summoned to answer charges in the Municipal Court to either fail,
75 neglect or refuse to appear at the time and place specified in the summons or fail to provide
76 a satisfactory explanation for this absence. The trial may be continued to such time as the
77 Municipal Court may direct, and the Court shall issue an order requiring the police chief, or

78 other members of the Police Department to arrest the defendant and bring the defendant
79 before the Court to answer both the initial charges and the charge for failing to appear. The
80 chief of corrections shall keep the defendant in custody until the defendant is brought before
81 the Court, unless the defendant posts bond for appearance, as provided by law.

82 **Secs. 9-8—9-34. - Reserved.**

83

84 **ARTICLE II. - TRIALS AND JUDGMENTS**

85 **Sec. 9-35. - Rules.**

86 The Municipal Court judge shall adopt specific rules of procedure. No rules shall be
87 inconsistent with the laws of the State or the Constitution of the United States. Such rules shall
88 be made available on the City website or by other means determined by the Council.

89 **Sec. 9-36. - Contempt of Court.**

90 The Municipal Court may find persons in contempt of court and punish the persons in
91 accordance with this Code.

92 **Sec. 9-37. - Subpoenas; issuance.**

93 Whenever the attendance of any witness may be required before the Municipal Court to
94 establish any fact, the Clerk of the Municipal Court shall issue a subpoena directed to the
95 witness, stating the time and place of trial and the parties to the case, which shall be served by
96 the police chief or other police officers or as provided by law.

97 **Sec. 9-38. - Failing or refusing to obey.**

98 If any person lawfully summoned as a witness before the Municipal Court fails to attend the
99 trial for which the person has been summoned or fails to provide a satisfactory explanation for
100 this absence, the person may be cited for contempt and be fined in a sum not to exceed \$200.00.

101 If the cause is continued because of the absence of this person, the Court may issue attachment
102 against the person requiring the person to show cause on the day appointed for trial why the
103 person should not be cited for contempt. The police chief or other police officer shall, by virtue
104 of the attachment, arrest the person and keep the person in custody until the person is brought
105 before the court, unless the person posts bond for appearance, as provided by law.

106 **Sec. 9-39. - Fines.**

107 The Municipal Court shall have the discretion to enter fines consistent with this Code, state and
108 federal law. For fines due from any defendant, execution may be issued by the Court Clerk and
109 collected as provided by law.

110 **Sec. 9-40. - Sentences imposed.**

111 Upon a judgment or plea of guilty or pre-trial diversion, in addition to any applicable fines,
112 the Municipal Court judge may impose a sentence of confinement, compulsory work, or both;
113 commit the defendant to confinement, compulsory work or both; suspend the execution of the
114 sentence in whole or in part; place the defendant on probation; or defer the execution of the
115 sentence or any portion or portions thereof to one or more fixed dates in the future. The Court
116 may punish for violations within its jurisdiction a fine not exceeding \$1,000.00 or imprisonment
117 for no longer than six months, or both, except as otherwise provided by this Code or state law.

118 **Sec. 9-41. - Appeals.**

119 Unless specified elsewhere in the Code or Charter, all appeals from decisions and judgments
120 of the Municipal Court in criminal and ordinance violation cases shall be appealable, by writ of
121 certiorari, to the Superior Court of the County under the laws of the state regulating the granting
122 and issuance of writs of certiorari.

123 **Secs. 9-42—9-70. - Reserved.**

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Section 2:

1. It is hereby declared to be the intention of the Mayor and City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the Mayor and City Council to be fully valid, enforceable and constitutional.

2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are hereby expressly repealed.

5. The within ordinance shall become effective upon its adoption.

6. The provisions of this Ordinance shall become and be made part of The Code of the City of Stonecrest, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention.

SO ORDAINED AND EFFECTIVE this the _____ day of _____, 2017.

Approved:

Jason Lary, Sr., Mayor

STATE OF GEORGIA
DEKALB COUNTY
CITY OF STONECREST

ORDINANCE 2017-_____

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Attest:

Brenda James, City Clerk

As to form:

Thompson Kurrie, Jr., City Attorney



CITY COUNCIL AGENDA ITEM

SUBJECT: ORDINANCE TO ADOPT ARTICLE IV – CABLE TELEVISION FRANCHISES IN CHAPTER 8- FRANCHISES

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

Date Submitted: 10/30/2017 Work Session: 11/01/2017 Council Meeting: 11/06/2017

SUBMITTED BY: Attorney Destiny Washington

PURPOSE: This ordinance to adopt Article IV- Cable Television Franchises, in Chapter 8- Franchises, granting to Comcast of Georgia LLC and assigns a non-exclusive Franchise to occupy and use the street within the franchise area to construct, operate, maintain, upgrade, repair, remove the cable system and provide cable service through the cable system.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: First Read Only

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5
6 **AN ORDINANCE TO ADOPT ARTICLE IV – CABLE TELEVISION FRANCHISES, IN**
7 **CHAPTER 8 – FRANCHISES, GRANTING TO COMCAST OF GEORGIA I, LLC AND**
8 **COMCAST CABLE COMMUNICATIONS, LLC, AND THEIR SUCCESSORS AND**
9 **ASSIGNS, A NONEXCLUSIVE FRANCHISE TO OCCUPY AND USE THE STREETS**
10 **WITHIN THE FRANCHISE AREA IN ORDER TO CONSTRUCT OPERATE,**
11 **MAINTAIN, UPGRADE, REPAIR, AND REMOVE THE CABLE SYSTEM, AND**
12 **PROVIDE CABLE SERVICES THROUGH THE CABLE SYSTEM; TO FIX THE**
13 **TERMS AND CONDITIONS OF SUCH GRANT; TO PROVIDE AN EFFECTIVE**
14 **DATE; AND FOR OTHER PURPOSES**
15

16 **WHEREAS**, Pursuant to subsection (31) of Section 1.03 of the Charter of the City of
17 Stonecrest, Georgia (the “City”), the City has been vested with the power to “grant franchises or
18 make contracts for, or impose taxes on, public utilities, cable companies and public service
19 companies; and to prescribe the rates, fares, regulations, and standards and conditions of service
20 applicable to the service to be provided by the franchise grantee or contractor, insofar as not in
21 conflict with valid regulations of the Public Service Commission”; and
22

23 **WHEREAS**, the City has the power to define, regulate, license and prohibit any act,
24 practice, conduct or use of property which is detrimental to health, sanitation, cleanliness,
25 welfare and safety of the inhabitants of the City, and to provide for the enforcement of such
26 standards; and
27

28 **WHEREAS**, the Mayor and City Council find it desirable and in the interest of the
29 health, safety and welfare of the citizens of the City to grant to Comcast of Georgia I, LLC and
30 Comcast Cable Communications, LLC a non-exclusive franchise to provide cable service
31 through the cable system in the City.
32

33 **BE IT ORDAINED** by the Mayor and Council of the City of Stonecrest, Georgia, and it
34 is hereby ordained by authority of same, Article IV – *Cable Television Franchises* in Chapter 8 –
35 *Franchises* is hereby adopted as follows:
36

37 **“ARTICLE IV. – CABLE TELEVISION FRANCHISES**

38 **Sec. 8-4-1. – Agreement.**

39 This **AGREEMENT** is effective as of the 1st day of July, 2017 (the “Effective Date”), and is
40 between the City of Stonecrest, Georgia, an incorporated Georgia city (the “Franchising
41 Authority” or the “City”), and Comcast of Georgia I, LLC (together, the “Company”). For
42 purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms,
43 phrases, words, and their derivations, shall have the meanings set forth in Section 8-4-2.

44 The Franchising Authority, having determined that the financial, legal, and technical ability of
45 the Company is reasonably sufficient to provide the services, facilities, and equipment necessary
46 to meet the current and future cable-related needs of the community and that, as of the Effective
47 Date, the Company is in material compliance with the terms and conditions of the cable franchise
48 preceding this Agreement, desires to enter into this Agreement with the Company for the
49 construction, operation, and maintenance of a Cable System on the terms and conditions set forth
50 herein. In consideration of the mutual covenants and agreements contained in this Agreement,
51 and other good and valuable consideration, the receipt and sufficiency of which is hereby
52 acknowledged, the parties hereby covenant and agree as follows:

53 **Sec. 8-4-2. – Definitions.**

54 For purposes of this Article, the following terms, phrases, words, and their derivations shall have
55 the meanings set forth herein, unless the context clearly indicates that another meaning is
56 intended.

57 “**Agreement**” means the franchise agreement between Comcast of Georgia, I, LLC and
58 Comcast Cable Communications, LLC.

59 “**Basic Service**” means any service tier that includes the retransmission of local television
60 broadcast Signals and any equipment or installation used in connection with Basic
61 Service.

62 “**Cable Act**” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C.
63 § 521, *et seq.*

64 “**Cable Service**” means the one-way transmission to Subscribers of Video Programming
65 or other programming service and Subscriber interaction, if any, which is required for the
66 selection or use of such Video Programming or other programming service. “Cable
67 Service” does not include any Video Programming provided by a commercial mobile
68 service provider as defined in 47 U.S.C. §332(d).

69 “**Cable Service Provider**” or “**CSP**” means any person or group of persons (A) who
70 provides Cable Service over a Cable System and directly or through one or more
71 affiliates owns a significant interest in such Cable System, or (B) who otherwise controls
72 or is responsible for, through any arrangement, the management and operation of such a
73 Cable System.

74 “**Cable System**” means a facility, consisting of a set of closed transmission paths and
75 associated Signal generation, reception, and control equipment, that is designed to
76 provide Cable Service, which includes Video Programming and which is provided to
77 multiple Subscribers within a community, but “Cable System” does not include:

78 (A) a facility that serves only to retransmit the television Signals of one (1) or
79 more television broadcast stations;

80 (B) a facility that serves Subscribers without using any public right-of-way as
81 defined herein;

82 (C) a facility of a common carrier which is subject, in whole or in part, to the
83 provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a
84 Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such
85 facility is used in the transmission of Video Programming directly to Subscribers,
86 unless the extent of such use is solely to provide interactive on-demand services;

87 (D) an open video system that complies with 47 U.S.C. § 573; or

88 (E) any facilities of any electric utility used solely for operating its electric utility
89 system.

90 **“Channel”** means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

91 **“Company”** means Comcast of Georgia I, LLC and Comcast Cable Communications,
92 LLC, a limited liability company validly existing under the laws of the State of Georgia
93 and Delaware, or lawful successor, transferee, designee, or assignee thereof.

94 **“FCC”** means the Federal Communications Commission, its designee, or any successor
95 thereto.

96 **“Franchise Area”** means the incorporated areas of the City of Stonecrest, Georgia,
97 including any areas annexed by the Franchising Authority during the term of the
98 Franchise.

99 **“Franchising Authority”** means the City of Stonecrest, Georgia, or lawful successor,
100 transferee, designee, or assignee thereof.

101 **“Gross Revenues”** means all revenues received from Subscribers for the provision of
102 Cable Service or Video Service, including franchise fees for Cable Service Providers and
103 Video Service Providers and advertising and home shopping services, and shall be
104 determined in accordance with Generally Accepted Accounting Principles (“GAAP”).
105 Gross Revenues shall not include:

106 (A) amounts billed and collected as a line item on the Subscriber’s bill to recover
107 any taxes, surcharges, or governmental fees that are imposed on or with respect to
108 the services provided or measured by the charges, receipts, or payments therefore;
109 provided, however, that for purposes of this definition of “Gross Revenue,” such
110 tax, surcharge, or governmental fee shall not include any ad valorem taxes, net
111 income taxes, or generally applicable business or occupation taxes not measured
112 exclusively as a percentage of the charges, receipts, or payments for services to
113 the extent such charges are passed through as a separate line item on Subscriber’s
114 bills;

115 (B) any revenue not actually received, even if billed, such as bad debt;

116 (C) any revenue received by any affiliate or any other person in exchange for
117 supplying goods or services used by the provider to provide Cable or Video
118 Programming;

- 119 (D) any amounts attributable to refunds, rebates, or discounts;
- 120 (E) any revenue from services provided over the network that are associated with
121 or classified as non-Cable or non-Video Services under federal law, including
122 without limitation revenues received from telecommunications services,
123 information services other than Cable or Video Services, Internet access services,
124 directory or Internet advertising revenue including without limitation yellow
125 pages, white pages, banner advertisements, and electronic publishing advertising.
126 Where the sale of any such non-Cable or non-Video Service is bundled with the
127 sale of one or more Cable or Video Services and sold for a single non-itemized
128 price, the term "Gross Revenues" shall include only those revenues that are
129 attributable to Cable or Video Services based on the provider's books and records,
130 such revenues to be allocated in a manner consistent with generally accepted
131 accounting principles;
- 132 (F) any revenue from late fees not initially booked as revenues, returned check
133 fees or interest;
- 134 (G) any revenue from sales or rental of property, except such property as the
135 Subscriber is required to buy or rent exclusively from the Cable or Video Service
136 Provider to receive Cable or Video Service;
- 137 (H) any revenue received from providing or maintaining inside wiring;
- 138 (I) any revenue from sales for resale with respect to which the purchaser is
139 required to pay a franchise fee, provided the purchaser certifies in writing that it
140 will resell the service and pay a franchise fee with respect thereto; or
- 141 (J) any amounts attributable to a reimbursement of costs including but not limited
142 to the reimbursements by programmers of marketing costs incurred for the
143 promotion or introduction of Video Programming.
- 144 **"Person"** means any natural person or any association, firm, partnership, joint venture,
145 corporation, or other legally recognized entity, whether for-profit or not-for-profit, but
146 shall not mean the Franchising Authority.
- 147 **"Signal"** means any transmission of radio frequency energy or of optical information.
- 148 **"Streets"** means the surface of, and the space above and below, any and all streets,
149 avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks,
150 parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public
151 places or waters within and belonging to the Franchising Authority and any other
152 property within the Franchise Area to the extent to which there exist public easements or
153 public rights-of-way.
- 154 **"Subscriber"** means any Person lawfully receiving Video Service from a Video Service
155 Provider or Cable Service from a Cable Service Provider.

156 **“Video Programming”** means programming provided by or generally considered
157 comparable to programming provided by a television broadcast station, as set forth in 47
158 U.S.C. § 522(20).

159 **“Video Service”** means the provision of Video Programming through wireline facilities
160 located at least in part in the public rights-of-way without regard to delivery technology,
161 including Internet protocol technology. This definition does not include any Video
162 Programming provided by a commercial mobile service provider as defined in 47 U.S.C.
163 § 332(d) or Video Programming provided as part of, and via, a service that enables users
164 to access content, information, electronic mail, or other services offered over the public
165 Internet.

166 **“Video Service Provider”** or **“VSP”** means an entity providing Video Service as defined
167 herein, but does not include a Cable Service Provider.

168 **Sec. 8-4-3. – Grant of Authority.**

169
170 1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a
171 nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area
172 in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and
173 provide Cable Services through the Cable System, subject to the terms and conditions of this
174 Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s)
175 of the Company to provide other services.

176 1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years
177 commencing on the Effective Date, unless renewed or lawfully terminated in accordance with
178 this Agreement and the Cable Act.

179 1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and
180 conditions as may lawfully be established by the Franchising Authority, the Franchising
181 Authority reserves the right to grant or deny renewal of the Franchise.

182 1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the
183 Franchising Authority to perform any public works or public improvements of any description,
184 (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the
185 Franchising Authority’s right to require the Company or any Person utilizing the Cable System
186 to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or
187 release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the
188 above, in the event of any conflict between this Agreement and any code or ordinance adopted
189 by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

190 1.5 Competitive Equity and Subsequent Action Provisions.

191 1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is
192 increasing competition in the video marketplace among cable operators, direct broadcast
193 satellite providers, telephone companies, broadband content providers, and others; new
194 technologies are emerging that enable the provision of new and advanced services to City
195 residents; and changes in the scope and application of the traditional regulatory

196 framework governing the provision of Video Services are being considered in a variety of
197 federal, state, and local venues. To foster an environment where all Cable Service
198 Providers and Video Service Providers using the Streets can compete on a competitively
199 neutral and nondiscriminatory basis; encourage the provision of new and advanced
200 services to City residents; promote local communications infrastructure investments and
201 economic opportunities in the City; and provide flexibility in the event of subsequent
202 changes in the law, the Company and the Franchising Authority have agreed to the
203 provisions in this Section 1.5, and these provisions should be interpreted and applied with
204 these purposes in mind. The parties agree that the Franchising Authority shall not be
205 required to execute a franchise agreement or authorization with a competitive CSP or
206 VSP that is identical, word-for-word, with this Agreement to avoid triggering the
207 provisions of this Section 1.5, so long as the regulatory and financial burdens on and
208 benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to
209 the Company. "Materially equivalent" provisions include but are not limited to: franchise
210 fees and the definition of Gross Revenues; system build-out requirements; security
211 instruments; public, education and government access channels and support; customer
212 service standards; and audits.

213 1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this
214 Agreement or any other provision of law,

215 (a) If any VSP or CSP enters into any agreement with the Franchising Authority
216 to provide Video Services or Cable Services to Subscribers in the Franchise Area,
217 the Franchising Authority and the Company, upon written request of the
218 Company, will use best efforts in good faith to negotiate the Company's proposed
219 Franchise modifications, and such negotiation will proceed and conclude within
220 sixty (60) days, unless that period is reduced or extended by mutual agreement of
221 the parties. If the Franchising Authority and the Company agree to Franchise
222 modifications pursuant to such negotiations, then the Franchising Authority shall
223 amend this Agreement to include the modifications.

224 If there is no written agreement or other authorization between the new VSP or
225 CSP and the Franchising Authority, the Company and the Franchising Authority
226 shall use the sixty (60) day period to develop and enter into an agreement or other
227 appropriate authorization (to the extent the Company determines an agreement or
228 authorization is necessary) that to the maximum extent possible contains
229 provisions that will ensure competitive equity between the Company and other
230 VSPs or CSPs, taking into account the terms and conditions under which the new
231 VSP or CSP is allowed to provide Video Services or Cable Services to
232 Subscribers in the Franchise Area.

233 (b) Following the Franchise modification negotiations provided for in Section
234 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in
235 such negotiations, the Company may, at its option, elect to replace this Agreement
236 by opting in to the same franchise agreement or other lawful authorization that the
237 Franchising Authority has granted to the new VSP or CSP. If the Company so

238 elects, the Franchising Authority shall adopt the Company's replacement
239 agreement at the next regularly scheduled city council meeting.

240 (c) The Franchising Authority shall at all times enforce the state and federal ban
241 on providing Cable Service without a franchise. The Franchising Authority's
242 enforcement efforts shall be continuous and diligent throughout the term of this
243 Agreement. Should the Franchising Authority not commence enforcement efforts
244 within sixty (60) days of becoming aware of a VSP or CSP providing Video
245 Service or Cable Service within the Franchise Area, the Company shall have the
246 right to petition the Franchising Authority for the relief provided in Section 1.5.2
247 above.

248 (d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service
249 or Cable Service in the Franchise Area under the authorization of the Georgia
250 Consumer Choice for Television Act (O.C.G.A. § 36-76-1, *et seq.*).

251 1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that
252 provides for a new or alternative form of authorization, subsequent to the Effective Date,
253 for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to
254 Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the
255 obligations that the Franchising Authority may request from or impose on a VSP or CSP
256 providing Video Services or Cable Services to Subscribers in the Franchise Area, the
257 Franchising Authority agrees that, notwithstanding any other provision of law, upon the
258 written request and at the option of the Company, the Franchising Authority shall:
259 (i) permit the Company to provide Video Services or Cable Services to Subscribers in the
260 Franchise Area on substantially the same terms and conditions as are applicable to a VSP
261 or CSP under the changed law; (ii) modify this Agreement to comply with the changed
262 law; or (iii) modify this Agreement to ensure competitive equity between the Company
263 and other VSPs or CSPs, taking into account the conditions under which other VSPs or
264 CSPs are permitted to provide Video Services or Cable Services to Subscribers in the
265 Franchise Area. The Franchising Authority and the Company shall implement the
266 provisions of this Section 1.5.3 within sixty (60) days after the Company submits a
267 written request to the Franchising Authority. Should the Franchising Authority fail to
268 implement these provisions within the time specified, this Agreement shall, at the
269 Company's option and upon written notice to the Franchising Authority, be deemed
270 amended as initially requested by the Company under this Section 1.5.3. Notwithstanding
271 any provision of law that imposes a time or other limitation on the Company's ability to
272 take advantage of the changed law's provisions, the Company may exercise its rights
273 under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed
274 law goes into effect.

275 1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination
276 to provide Cable Services or Video Services to Subscribers in the Franchise Area under
277 this Section 1.5 shall supersede this Agreement.

278 **Sec. 8-4-4. – The Cable System.**

279 2.1 The System and Its Operations.

280 2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System
281 within the Franchise Area.

282 2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable
283 System capable of providing over 250 Channels of Video Programming, which Channels
284 may be delivered by analog, digital, or other transmission technologies, at the sole
285 discretion of the Company.

286 2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable
287 System shall be designed, maintained, and operated such that quality and reliability of
288 System Signal will be in compliance with all applicable consumer electronics equipment
289 compatibility standards, including but not limited to Section 624A of the Cable Act (47
290 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

291 2.1.4 Testing Procedures; Technical Performance. Throughout the term of this
292 Agreement, the Company shall operate and maintain the Cable System in accordance
293 with the testing procedures and the technical performance standards of the FCC.

294 2.2 Requirements with Respect to Work on the System.

295 2.2.1 General Requirements. The Company shall comply with ordinances, rules, and
296 regulations established by the Franchising Authority pursuant to the lawful exercise of its
297 police powers and generally applicable to all users of the Streets. To the extent that local
298 ordinances, rules, or regulations clearly conflict with the terms and conditions of this
299 Agreement, the terms and conditions of this Agreement shall prevail, except where such
300 conflict arises from the Franchising Authority's lawful exercise of its police powers.

301 2.2.2 Protection of Underground Utilities. Both the Company and the Franchising
302 Authority shall comply with the Georgia Utility Facility Protection Act (O.C.G.A. § 25-
303 9-1, *et seq.*), relating to notification prior to excavation near underground utilities, as may
304 be amended from time to time.

305 2.3 Permits and General Obligations.

306 2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other
307 forms of approval or authorization necessary to construct, operate, maintain, or repair the
308 Cable System, or any part thereof, prior to the commencement of any such activity. The
309 Franchising Authority shall not charge the Company, and the Company shall not be
310 required to pay, any fee or charge for the issuance of permits, licenses, or other
311 approvals, as such payments are included in the franchise fees described in Section 8.4.6
312 below. The Franchising Authority shall make all reasonable efforts to issue permits,
313 licenses, or other approvals within ten (10) business days. The Company shall be solely
314 responsible, either through its employees or its authorized contractors, for constructing,
315 installing, and maintaining the Cable System in a safe, thorough, and reliable manner in

316 accordance with all applicable standards and using materials of good and durable quality.
317 The Company shall assure that any person installing, maintaining, or removing its
318 facilities is fully qualified and familiar with all applicable standards. No third party shall
319 tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-
320 of-way without the Company's approval and supervision; provided, however, that the
321 Company shall make all reasonable efforts to coordinate with other users of the Streets to
322 facilitate the execution of projects and minimize disruption in the public rights-of-way.
323 All transmission and distribution structures, poles, other lines, and equipment installed by
324 the Company for use in the Cable System in accordance with this Agreement shall be
325 located so as to minimize interference with the proper use of the Streets and the rights
326 and reasonable convenience of property owners who own property adjoining the Streets.

327 2.3.2 Code Compliance. The Company shall comply with all applicable building,
328 safety, and construction codes. The parties agree that at present, Cable Systems are not
329 subject to the low voltage regulations of the National Electric Code, National Electrical
330 Safety Code, or other such codes or regulations. In the event that the applicable codes are
331 revised such that Cable Systems become subject to low voltage regulations without being
332 grandfathered or otherwise exempted, the Company will thereafter be required to comply
333 with those regulations.

334 2.4 Conditions on Street Occupancy.

335 2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise
336 Area are lawfully changed at any time during the term of this Agreement, then the
337 Company shall, upon at least ninety (90) days' advance written notice from the
338 Franchising Authority and at its own cost and expense, protect or promptly alter or
339 relocate the Cable System, or any part thereof, so as to conform with the new grades or
340 lines. If public funds are available to any Person using the Street for the purpose of
341 defraying the cost of any of the foregoing work, the Franchising Authority shall make
342 application for such funds on behalf of the Company. The Company shall be entitled to
343 reimbursement of its costs should any other utility be so compensated as a result of a
344 required protection, alteration, or relocation of its facilities. Notwithstanding the above,
345 the Company shall not be liable for the cost of protecting, altering, or relocating facilities,
346 aerial or underground, where such work is required to accommodate a streetscape,
347 sidewalk, or private development project.

348 2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior
349 written request of any Person holding a permit issued by the Franchising Authority to
350 move any structure, temporarily move its wires to permit the moving of such structure;
351 provided (i) the Company may impose a reasonable charge on any Person for the
352 movement of its wires, and such charge may be required to be paid in advance of the
353 movement of its wires; and (ii) the Company agrees to arrange for such temporary
354 relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90)
355 days without the prior agreement of the Franchising Authority.

356 2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance,
357 or repair of the Cable System, the Company disturbs, alters, or damages any Street, the

358 Company agrees that it shall at its own cost and expense restore the Street according to
359 the standards set forth in the Georgia Department of Transportation's Utility
360 Accommodation Policy and Standards Manual. If the Franchising Authority reasonably
361 believes that the Company has not restored the Street appropriately, then the Franchising
362 Authority, after providing ten (10) business days' advance written notice and a
363 reasonable opportunity to cure, may have the Street restored and bill the Company for the
364 cost of restoration.

365 2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim
366 trees or other natural growth overhanging any of its Cable System in the Franchise Area
367 so as to prevent contact with the Company's wires, cables, or other equipment, the cost of
368 which trimming shall not be borne by the Franchising Authority.

369 2.4.5 Aerial and Underground Construction. If at the time of Cable System construction
370 all of the transmission and distribution facilities of all of the respective public or
371 municipal utilities in the construction area are underground, the Company shall place its
372 Cable System's transmission and distribution facilities underground. At the time of Cable
373 System construction, in any place within the Franchise Area where the transmission or
374 distribution facilities of the respective public or municipal utilities are both aerial and
375 underground, the Company shall have the discretion to construct, operate, and maintain
376 all of its transmission and distribution facilities, or any part thereof, aerially or
377 underground; however, at such time as all existing aerial facilities of the respective public
378 or municipal utilities are placed underground, the Company shall likewise place its
379 facilities underground, subject to the provisions of Section 2.4.1. Company facilities
380 placed underground at the property owner's request in any area where any of the
381 transmission or distribution facilities of the respective public or municipal utilities are
382 aerial shall be installed with the additional expense paid by the property owner. Nothing
383 in this Section 2.4.5 shall be construed to require the Company to construct, operate, or
384 maintain underground any ground-mounted appurtenances such as customer taps, line
385 extenders, system passive devices, amplifiers, power supplies, pedestals, or other related
386 equipment.

387 2.4.6 New Developments. The Franchising Authority shall provide the Company with
388 written notice of the issuance of building or development permits for planned
389 developments within the Franchise Area requiring undergrounding of cable facilities. The
390 Franchising Authority agrees to require the developer to give the Company access to
391 open trenches for deployment of cable facilities and at least thirty (30) days' written
392 notice of the date of availability of open trenches. Notwithstanding the foregoing, the
393 Company shall not be required to utilize any open trench.

394 2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to
395 existing utility poles and shall use all reasonable efforts to enter into a pole attachment
396 agreement with the owners of such existing utility poles.

397 2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change,
398 through annexation or otherwise, the Franchising Authority shall provide to the Company written
399 notice of such change, including an updated map and an electronic list of all addresses in the

400 Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall
401 not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of
402 such updated map and electronic list of addresses, and shall not be remitted to the Franchising
403 Authority until the next regularly scheduled quarterly franchise fee payment as provided in
404 Section 4.1.2 below.

405 **Sec. 8-4-5. – Customer Service.**

406 Customer Service. The Company shall comply in all respects with the 47 C.F.R. §76-309, pages
407 561-63. Individual violations of those requirements do not constitute a breach of this Agreement.

408 **Sec. 8-4-6. – Compensation and Other Payments.**

409 4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the
410 Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this
411 Section 4.1.

412 4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority
413 franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from
414 the operation of the Cable System to provide Cable Services in the Franchise Area.

415 4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a
416 quarterly basis and shall be remitted not later than thirty (30) days after the last day of
417 March, June, September, and December throughout the term of this Agreement.

418 4.1.2.1 Disputed Fees. The Company represents and acknowledges that it
419 paid to DeKalb County Franchise Fees (hereinafter “Disputed Fees”) for the area within
420 the city limits/jurisdiction of the Franchising Authority from May 8, 2017 until June 30,
421 2017, which Disputed Fees the Franchising Authority alleges should be payable to it.
422 The Franchising Authority agrees to waive any claim against the Company for the period
423 of time in which the Company paid DeKalb County such Disputed Fees; and in
424 consideration of such waiver, the Company assigns to the Franchising Authority any
425 rights that the Company has or will have to such Disputed Fees. Further, the Company
426 agrees to use its best efforts to assist the Franchising Authority in recovery of such
427 Disputed Fees.

428 4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the
429 Franchising Authority, not later than thirty (30) days after the last day of March, June,
430 September, and December throughout the term of this Agreement, a report setting forth
431 the basis for the computation of Gross Revenues on which the quarterly payment of
432 franchise fees is being made, which report shall enumerate, at a minimum, the following
433 revenue categories: limited and expanded basic video service, digital video service,
434 premium video service, pay-per-view and video-on-demand, equipment, installation and
435 activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad
436 debt.

437 4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No
438 acceptance of any franchise fee payment by the Franchising Authority shall be construed

439 as an accord and satisfaction that the amount paid is in fact the correct amount or a
440 release of any claim that the Franchising Authority may have for further or additional
441 sums payable under this Agreement. The Franchising Authority may conduct an audit no
442 more than once annually to ensure payments in accordance with this Agreement. The
443 audit of the Company's records shall take place at a location, in the State of Georgia,
444 determined by the Company. The Franchising Authority is prohibited from removing any
445 records, files, spreadsheets, or any other documents from the site of the audit. In the event
446 that the Franchising Authority takes notes of any documents, records, or files of the
447 Company for use in the preparation of an audit report, all notes shall be returned to the
448 Company upon completion of the audit. The audit period shall be limited to three (3)
449 years preceding the end of the quarter of the most recent payment. Once the Company
450 has provided information for an audit with respect to any period, regardless of whether
451 the audit was completed, that period shall not again be the subject of any audit.

452 If, as a result of an audit or any other review, the Franchising Authority determines that
453 the Company has underpaid franchise fees in any twelve (12) month period by ten
454 percent (10%) or more, then, in addition to making full payment of the relevant
455 obligation, the Company shall reimburse the Franchising Authority for all of the
456 reasonable costs associated with the audit or review, including all reasonable out-of-
457 pocket costs for attorneys, accountants, and other consultants. The Franchising Authority
458 shall provide the Company with a written notice of audit results and a copy of the final
459 report presented to the Franchising Authority. The Company shall remit any undisputed
460 amounts owed to the Franchising Authority as the result of the audit within forty-five
461 (45) days, or other mutually acceptable timeframe, after the date of an executed
462 settlement and release agreement.

463 4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the
464 compensation and other payments to be made pursuant to this Section 8-4-6 are not a tax and are
465 not in the nature of a tax. The Company and the Franchising Authority further agree that the
466 provisions of O.C.G.A. § 36-76-6(h) apply to this Agreement. The Franchising Authority and the
467 Company further agree that no additional business license fees, occupational license fees, or
468 permit fees shall be assessed on the Company related to the provision of services or the operation
469 of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or
470 assessment on the Company or its Subscribers that is not generally imposed and applicable to a
471 majority of all other businesses.

472 4.3 Interest on Late Payments. If any payment required by this Agreement is not actually
473 received by the Franchising Authority on or before the applicable date fixed in this Agreement,
474 the Company shall pay interest thereon, from the due date to the date paid, at a rate of one
475 percent (1%) per month.

476 4.4 Service to Governmental and Institutional Facilities.

477 4.4.1 Complimentary Installation and Service. The Company shall, within thirty (30)
478 days of receipt of a written request by the Franchising Authority, provide complimentary
479 standard installation and complimentary Basic Service on one outlet for each public
480 primary or secondary school and public library located within the Franchise Area no

481 more than one hundred twenty-five (125) feet from the nearest point of connection to the
482 distribution plant. If a public primary or secondary school or public library within the
483 Franchise Area is located more than one hundred twenty-five (125) feet from the nearest
484 point of connection to the distribution plant, the Company shall, within thirty (30) days of
485 receipt of a written request from the Franchising Authority, provide a written estimate for
486 the cost of extending the distribution plant to the school or library, as well as any
487 necessary interior wiring costs.

488 4.4.2 Government Discounts. The Company may provide a government discount rate if
489 the Franchising Authority requests additional outlets at a public school or public library
490 or requests Cable Service to any other government facility within the Franchise Area.

491 **Sec. 8-4-7. – Compliance Reports.**

492 5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective
493 Date, the Company is in material compliance with the terms and conditions of the cable franchise
494 preceding this Agreement and all material laws, rules, and ordinances of the Franchising
495 Authority.

496 5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of
497 the Cable Act, the Company shall promptly submit to the Franchising Authority such
498 information as may be necessary to reasonably demonstrate the Company's compliance with any
499 term or condition of this Agreement.

500 5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall
501 maintain and make available to the public those documents required pursuant to the FCC's rules
502 and regulations.

503 5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as
504 confidential, to the maximum extent allowed under the Georgia Open Records Act (O.C.G.A.
505 § 50-18-70, *et seq.*) or other applicable law, any requested documents submitted by the Company
506 to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to
507 submission. In the event that any documents submitted by the Company to the Franchising
508 Authority are subject to a request for inspection or production, including but not limited to a
509 request under the Georgia Open Records Act, the Franchising Authority shall notify the
510 Company of the request as soon as practicable and in any case prior to the release of such
511 information, by email or facsimile to the addresses provided in Section 9.6 of this Agreement, so
512 that the Company may take appropriate steps to protect its interests in the requested records,
513 including seeking an injunction against the release of the requested records. Upon receipt of said
514 notice, the Company may review the requested records in the Franchising Authority's possession
515 and designate as "Confidential" or "Trade Secret" any additional portions of the requested
516 records that contain confidential or proprietary information.

517 5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert
518 System in the Franchise Area only as required under applicable federal and state laws.
519 Additionally, the Franchising Authority shall permit only those Persons appropriately trained and
520 authorized in accordance with applicable law to operate the Emergency Alert System equipment

521 and shall take reasonable precautions to prevent any use of the Company's Cable System in any
522 manner that results in inappropriate use thereof, or any loss or damage to the Cable System.
523 Except to the extent expressly prohibited by law, the Franchising Authority shall hold the
524 Company and its employees, officers, and assigns harmless from any claims arising out of use of
525 the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

526 **Sec. 8-4-8. – Enforcement.**

527

528 6.1 Notice of Violation. If the Franchising Authority believes that the Company has not
529 complied with the terms of this Agreement, the Franchising Authority shall first informally
530 discuss the matter with the Company. If discussions do not lead to a resolution of the problem,
531 the Franchising Authority shall notify the Company in writing of the nature of the alleged
532 noncompliance ("Violation Notice").

533 6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the
534 receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to
535 respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot
536 be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the
537 Franchising Authority a projected resolution date in writing.

538 6.3 Hearing. If the Company fails to respond to the Violation Notice received from the
539 Franchising Authority, or the alleged noncompliance is not remedied within the cure period set
540 forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to
541 continue its investigation into the matter. The Franchising Authority shall provide the Company
542 at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and
543 purpose of the hearing. The Company shall have the right to present evidence and to question
544 witnesses. The Franchising Authority shall determine if the Company has committed a violation
545 and shall make written findings of fact relative to its determination. If a violation is found, the
546 Company may petition for reconsideration before any competent tribunal having jurisdiction
547 over such matters.

548 6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for
549 in Section 6.3, the Franchising Authority determines that the Company is in default of the
550 provisions addressed in the Violation Notice, the Franchising Authority may

551 (a) seek specific performance;

552 (b) commence an action at law for monetary damages or seek other equitable relief; or

553 (c) in the case of a substantial default of a material provision of this Agreement, seek to
554 revoke the Franchise in accordance with subsection 6.5 below.

555 6.5 Revocation.

556 6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the
557 revocation or termination of the Franchise, the Franchising Authority shall give written
558 notice to the Company of its intent to revoke the Franchise on the basis of an alleged
559 substantial default of a material provision of this Agreement. The notice shall set forth

560 the exact nature of the alleged default. The Company shall have thirty (30) days from
561 receipt of such notice to submit its written objection to the Franchising Authority or to
562 cure the alleged default. If the Franchising Authority is not satisfied with the Company's
563 response, the Franchising Authority may seek to revoke the Franchise at a public hearing.
564 The Company shall be given at least thirty (30) days' prior written notice of the public
565 hearing, specifying the time and place of the hearing and stating the Franchising
566 Authority's intent to revoke the Franchise.

567 6.5.2 At the public hearing, the Company shall be permitted to state its position on the
568 matter, present evidence, and question witnesses, after which the Franchising Authority's
569 governing board shall determine whether or not the Franchise shall be revoked. The
570 public hearing shall be on the record and a written transcript shall be made available to
571 the Company within ten (10) business days. The decision of the Franchising Authority's
572 governing board shall be made in writing and shall be delivered to the Company. The
573 Company may appeal such decision to an appropriate court, which shall have the power
574 to review the decision of the Franchising Authority's governing board. The Company
575 may continue to operate the Cable System until all legal appeals procedures have been
576 exhausted.

577 6.5.3 Notwithstanding the provisions of this Section 8-4-8, the Company does not
578 waive any of its rights under federal law or regulation.

579 6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's
580 intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement
581 for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a
582 good faith error that resulted in no or minimal negative impact on the Subscribers within the
583 Franchise Area or where strict performance would result in practical difficulties and hardship to
584 the Company which outweigh the benefit to be derived by the Franchising Authority or
585 Subscribers.

586 **Sec. 8-4-9. – Assignments and Other Transfers.**

587
588 The Franchise shall be fully transferable to any successor in interest to the Company. A notice of
589 transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of
590 such transfer. The transfer notification shall consist of an affidavit signed by an officer or general
591 partner of the transferee that contains the following:

592 (a) an affirmative declaration that the transferee shall comply with the terms and
593 conditions of this Agreement, all applicable federal, state, and local laws, regulations, and
594 ordinances regarding the placement and maintenance of facilities in any public right-of-
595 way that are generally applicable to users of the public right-of-way and specifically
596 including the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1, *et seq.*);

597 (b) a description of the transferee's service area; and

598 (c) the location of the transferee's principal place of business and the name or names of
599 the principal executive officer or officers of the transferee.

600 No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or
601 by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable
602 System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned
603 or controlled by Comcast Corporation.

604 **Sec. 8-4-10. – Insurance and Indemnity.**

605

606 8.1 Insurance.

607 8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall,
608 at its sole expense, maintain comprehensive general liability insurance, issued by a
609 company licensed to do business in the State of Georgia with a rating of not less than
610 “A minus,” and provide the Franchising Authority certificates of insurance demonstrating
611 that the Company has obtained the insurance required in this Section 8.1.1. This liability
612 insurance policy or policies shall be in the minimum amount of One Million Dollars
613 (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars
614 (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one
615 occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from
616 any one accident. The policy or policies shall not be canceled except upon thirty (30)
617 days’ prior written notice of cancellation to the Franchising Authority.

618 8.1.2 Workers’ Compensation. The Company shall ensure its compliance with the
619 Georgia Workers’ Compensation Act.

620 8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the
621 Franchising Authority, its officers, employees, and agents acting in their official capacities from
622 and against any liability or claims resulting from property damage or bodily injury (including
623 accidental death) that arise out of the Company’s construction, operation, maintenance, or
624 removal of the Cable System, including but not limited to reasonable attorneys’ fees and costs,
625 provided that the Franchising Authority shall give the Company written notice of its obligation to
626 indemnify and defend the Franchising Authority within ten (10) business days of receipt of a
627 claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is
628 necessary for it to employ separate counsel, the costs for such separate counsel shall be the
629 responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall
630 not be obligated to indemnify the Franchising Authority for any damages, liability, or claims
631 resulting from the willful misconduct or gross negligence of the Franchising Authority or for the
632 Franchising Authority’s use of the Cable System.

633 8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the
634 Franchising Authority, its officials, employees, members, or agents shall have no liability to the
635 Company arising from the regulation of Cable Service or from a decision of approval or
636 disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any
637 relief, to the extent such relief is required by any other provision of federal, state, or local law,
638 shall be limited to injunctive relief and declaratory relief.

639 **Sec. 8-4-11. – Miscellaneous.**

640

641 9.1 Controlling Authorities. This Agreement is made with the understanding that its
642 provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local
643 laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations
644 clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this
645 Agreement shall prevail, except where such conflict arises from the Franchising Authority's
646 lawful exercise of its police powers.

647 9.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as
648 otherwise specified in this Agreement, incorporated by reference in and expressly made a part of
649 this Agreement.

650 9.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the
651 Company and the Franchising Authority acknowledge the validity of the terms and conditions of
652 this Agreement under applicable law in existence on the Effective Date and pledge that they will
653 not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the
654 processes and procedures pursuant to which this Agreement was entered into and the Franchise
655 was granted are not consistent with the applicable law in existence on the Effective Date.

656 9.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise
657 the full scope of its powers, including both its police power and contracting authority, to promote
658 the public interest and to protect the health, safety, and welfare of the citizens of the City of
659 Stonecrest, Georgia.

660 9.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire
661 understanding and agreement of the Franchising Authority and the Company with respect to the
662 subject matter hereof and merges and supersedes all prior representations, agreements, and
663 understandings, whether oral or written, between the Franchising Authority and the Company
664 with respect to the subject matter hereof, including without limitation all prior drafts of this
665 Agreement and any Appendix to this Agreement, and any and all written or oral statements or
666 representations by any official, employee, agent, attorney, consultant, or independent contractor
667 of the Franchising Authority or the Company. All ordinances or parts of ordinances or other
668 agreements between the Company and the Franchising Authority that are in conflict with the
669 provisions of this Agreement are hereby declared invalid and superseded.

670 9.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the
671 other party by first class mail, registered or certified, return receipt requested, postage prepaid;
672 by third-party commercial carrier; or via facsimile (with confirmation of transmission) and
673 addressed as follows:

674

THE FRANCHISING AUTHORITY:

675

City of Stonecrest

676

Attn: City Manager

677

3120 Stonecrest Boulevard

678

Lithonia, Georgia

679

680 COMPANY:
681 Comcast of Georgia I, LLC
682 Attn: Vice President, External Affairs
683 6200 The Corners Parkway, Suite 200
684 Norcross, Georgia 30092
685

686 With a copy to: Comcast Cable Communications, LLC
687 Attn: Vice President, Government Affairs
688 600 Galleria Parkway, Suite 1100
689 Atlanta, Georgia 30339
690

691 And: Comcast Cable Communications, LLC
692 Attn: Legal Dept.
693 One Comcast Center
694 Philadelphia, Pennsylvania 19103
695

696 9.7 Additional Representations and Warranties. In addition to the representations, warranties,
697 and covenants of the Company to the Franchising Authority set forth elsewhere in this
698 Agreement, the Company represents and warrants to the Franchising Authority and covenants
699 and agrees (which representations, warranties, covenants and agreements shall not be affected or
700 waived by any inspection or examination made by or on behalf of the Franchising Authority)
701 that, as of the Effective Date:

702 9.7.1 Organization, Standing, and Authorization. The Company is a limited liability
703 company validly existing and in good standing under the laws of the State of Georgia and
704 Delaware, respectively, and is duly authorized to do business in the State of Georgia and
705 in the Franchise Area.

706 9.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained
707 all government licenses, permits, and authorizations necessary for the operation and
708 maintenance of the Cable System.

709 9.8 Maintenance of System in Good Working Order. Until the termination of this Agreement
710 and the satisfaction in full by the Company of its obligations under this Agreement, in
711 consideration of the Franchise, the Company agrees that it will maintain all of the material
712 properties, assets, and equipment of the Cable System, and all such items added in connection
713 with any upgrade, in good repair and proper working order and condition throughout the term of
714 this Agreement.

715 9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the
716 parties hereto and their respective successors, permitted transferees, and assigns. All of the
717 provisions of this Agreement apply to the Company, its successors, and assigns.

718 9.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or
719 the Company to exercise, and no delay in exercising, any right or remedy hereunder including
720 without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver
721 thereof, nor shall any single or partial exercise of any such right or remedy preclude any other

722 right or remedy, all subject to the conditions and limitations established in this Agreement. The
723 rights and remedies provided in this Agreement including without limitation the rights and
724 remedies set forth in Section 8.4.8 of this Agreement, are cumulative and not exclusive of any
725 remedies provided by law, and nothing contained in this Agreement shall impair any of the rights
726 or remedies of the Franchising Authority or Company under applicable law, subject in each case
727 to the terms and conditions of this Agreement.

728 9.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this
729 Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency,
730 commission, legislative body, or other authority of competent jurisdiction, such portion shall be
731 deemed a separate, distinct, and independent portion. Such declaration shall not affect the
732 validity of the remaining portions of this Agreement, which shall continue in full force and
733 effect.

734 9.12 No Agency. The Company shall conduct the work to be performed pursuant to this
735 Agreement as an independent entity and not as an agent of the Franchising Authority.

736 9.13 Governing Law. This Agreement shall be deemed to be executed in the City of
737 Stonecrest, Georgia, and shall be governed in all respects, including validity, interpretation, and
738 effect, by and construed in accordance with the laws of the State of Georgia, as applicable to
739 contracts entered into and to be performed entirely within that state.

740 9.14 Claims Under Agreement. The Franchising Authority and the Company, agree that,
741 except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all
742 claims asserted by or against the Franchising Authority arising under this Agreement or related
743 thereto shall be heard and determined either in a court of the United States located in Georgia
744 ("Federal Court") or in a court of the State of Georgia of appropriate jurisdiction ("Georgia State
745 Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising
746 Authority initiates any action against the Company in Federal Court or in Georgia State Court,
747 service of process may be made on the Company either in person or by registered mail addressed
748 to the Company at its offices as defined in Section 9.6, or to such other address as the Company
749 may provide to the Franchising Authority in writing.

750 9.15 Modification. The Company and Franchising Authority may at any time during the term
751 of this Agreement seek a modification, amendment, or waiver of any term or condition of this
752 Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be
753 amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly
754 executed by the Franchising Authority and the Company, which amendment shall be authorized
755 on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of
756 agreement, or order by the Franchising Authority, as required by applicable law.

757 9.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision
758 of this Agreement, the Company shall not be liable for delay in performance of, or failure to
759 perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act
760 of war (whether an actual declaration of war is made or not), insurrection, riot, act of public
761 enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events,
762 where the Company has exercised all due care in the prevention thereof, to the extent that such

763 causes or other events are beyond the control of the Company and such causes or events are
764 without the fault or negligence of the Company. In the event that any such delay in performance
765 or failure to perform affects only part of the Company's capacity to perform, the Company shall
766 perform to the maximum extent it is able to do so and shall take all steps within its power to
767 correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all
768 reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly
769 notify the Franchising Authority in writing of the occurrence of an event covered by this Section
770 9.16.

771 9.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority
772 shall fulfill their obligations and exercise their rights under this Agreement in a reasonable
773 manner and in good faith. Notwithstanding the omission of the words "reasonable," "good faith,"
774 or similar terms in the provisions of this Agreement, every provision of this Agreement is subject
775 to this section.

776 9.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the
777 contractual rights of the Franchising Authority or the Company under this Agreement.

778 9.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or
779 was intended to confer third-party beneficiary status on any member of the public to enforce the
780 terms of such agreements or Franchise."

781

782 **SO ORDAINED AND EFFECTIVE** this the ____ day of _____, 2017.

783

784

Approved:

785

786

787

Jason Lary, Sr., Mayor

788

789

790

As to form:

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794

Thompson Kurrie, Jr., City Attorney

795

796 Attest:

797

798

799

800 _____
Brenda James, City Clerk

801

802 Accepted by

803 **Comcast Cable Communications, LLC**

804

805

806

807 By: _____

808 Name: _____

809 Title: _____

810

811 Attest: _____

812

813 Date: _____



CITY COUNCIL AGENDA ITEM

SUBJECT: OFFICIAL CITY OF STONECREST HOLIDAYS FOR 2017

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: 10/27/2017 Work Session: 11/01/2017 Council Meeting: 11/06/2017

SUBMITTED BY: City Manager

PURPOSE: The City should set their officials holidays for the 2017 years. We are suggesting Thanksgiving and the day after which is November 23rd and 24th. Also for Christmas, Friday December 22nd and Monday December 25th.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:



CITY COUNCIL AGENDA ITEM

SUBJECT: PROPOSALS FOR AUDIO VIDEO EQUIPMENT FOR SYSTEM FOR THE CITY OF STONECREST COUNCIL CHAMBERS

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: 10/27/2017 Work Session: 11/01/2017 Council Meeting: 11/06/2017

SUBMITTED BY: City Manager

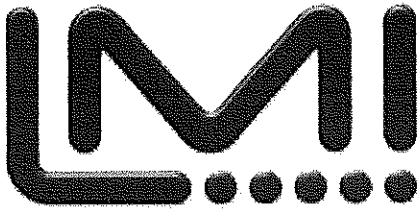
PURPOSE: There are two proposals for the AV System. The quote from LMI also includes a separate price for equipping some of the conference rooms, however at this time we are only doing the Council Chambers. We will look at the other rooms after we get a better look at our financial situation.

HISTORY:

FACTS AND ISSUES:

OPTIONS: LMI quote is \$29,749.00 and Syncomation , LLC quote is \$33,596.00

RECOMMENDED ACTION: Approve LMI for the AV System which is the lowest quote.



770.491.0343 | lmisystemsinc.com

City of Stonecrest AV and LV Proposal

October 19, 2017

On behalf of LMI, I would like to take this opportunity to thank you for allowing us to provide you with the following Audio Video system proposal. **All prices include taxes, shipping and project management.**

Scope of work: Council Chambers AV System

LMI Systems will provide and install (4) ceiling mounted 65" Flat Panel Displays for content sharing in the Council Chambers. LMI will provide and install (10) desktop type 12". LMI will provide XLR plates at the stage front for (3) of the gooseneck microphones and (7) at the council seats. Video and Audio will be presented through an AV input plate at the stage front allowing for HDMI and VGA with Audio connections to the system. Room sound will be provided by (16) ceiling recessed speakers allowing for complete audio coverage. All equipment will be housed in a wall mounted rack with open front in the room adjacent to the council chambers. LMI will provide room control using a Crestron 7" color touch screen and control processor. LMI programming features will include system power on/off, volume control and an auto-shutdown feature that will extend the life of the equipment and save energy.

Proposal Total **\$29,749.00**

Scope of work: Typical Conference Room

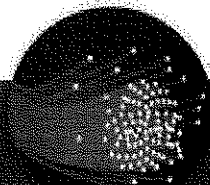
LMI Systems will provide and install (1) wall mounted 65" Flat Panel Display for content sharing in the conference room. Video and Audio will be presented through an input plate below the display allowing for HDMI and VGA with Audio connections to the display.

Proposal Total **\$2,963.00**

Total for Both Rooms: **\$5,926.00**



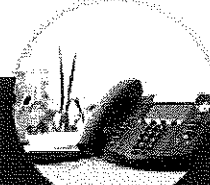
Electrical



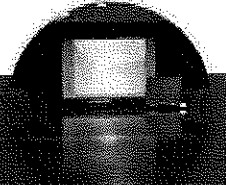
Network Cabling



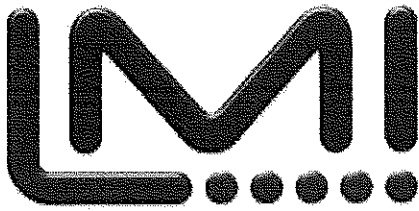
Security



Telecommunications



Audio Visual



770.491.0343 | Imisystemsinc.com

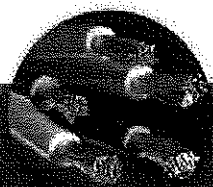
Scope of Work: Communications Cable

LMI Systems Inc. will provide and install CAT6 cable to (63) 2-Port stations, as well as data stations for TV's, projectors, and wireless access points supplied by the owner. This total (176) total communications cables. LMI will install owner provided two posts 19" relay rack completes with horizontal, and vertical managers. LMI will install patch panels in the rack, and terminate/test the CAT6 cables. LMI will install (1) owner provided cabinet and provide the fiber cabling connecting the two closets. The cabling will be supported at 4 foot intervals using J hooks suspended from the ceiling. This proposal does not include: 120V power, power poles, over floor raceways, conduit/back boxes, main ground bar, plywood back boards, or patch cords.

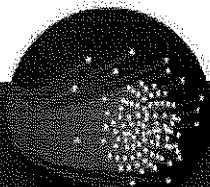
Proposal Total: \$21,753.00

AV EQUIPMENT BREAKDOWN

Atlona Video Switcher PRO3-44M	1	ea.
Atlona HDbaseT Receiver AT-UHD-EX-70C-RX	3	ea.
Crestron Small Form Factor Processor RMC3	1	ea.
Crestron Touch Screen Control Panel TSW-760-B-S	1	ea.
Crestron Touch Screen Tabletop Kit for TSW-760-B-S - TSW-760-TTK-B-S	1	ea.
Crestron 5-Port POE Switch CEN-SW-POE-5	1	ea.
Atlas IED - FAP43T - 4" Coaxial Ceiling Recess Speaker	16	ea.
Biamp - Audio Processor (Standard High-Quality Audio DSP)	1	ea.
Shure - MX412D/C - Gooseneck Microphone	10	ea.
Extron - Audio Amp - XPA 2001 - 200W - 70V - 60-850-01	1	ea.
LG - 65LX341C - 65" Display	4	ea.
Chief - PDC2000B - Back to Back Mount	1	ea.
Chief - PSB2029 - Bracket	1	ea.
Chief - Pole Mount Single Display	1	ea.



Electrical



Network Cabling



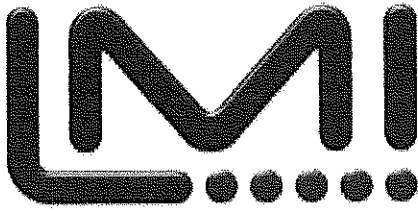
Security



Telecommunications



Audio Visual



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Legrand Optical HDMI Cable 100' 2212-60126-200	2	ea.
Legrand Optical HDMI Cable 200' 2212-60122-100	1	ea.
Legrand Flying Lead TX 2210-60130-001	3	ea.
Legrand Flying Lead RX 2210-60131-001	3	ea.
Legrand Single Port Wall Plate 2601-03410-ADT	3	ea.
Legrand Keystone HDMI Insert 2601-03345-ADT	3	ea.
Middle Atlantic - EWR-10-17 - Wall Mount Rack, No Facing Door	1	ea.

TOTAL PROPOSAL:

\$57,433.00

Thank you for the opportunity,

Jacob Ledbetter CTS, DMC-E, APDS

Director of Technology Sales

LMI Systems Inc.

DID: 678-578-2127

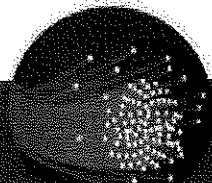
CELL: 404-957-0896

4680 North Royal Atlanta Drive

Tucker, GA 30084



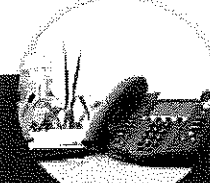
Electrical



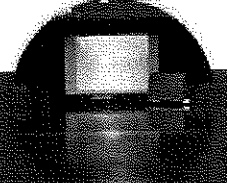
Network Cabling



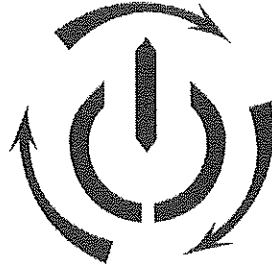
Security



Telecommunications



Audio Visual



Syncomation, LLC
Synchronized Automated Technology

City Council and Conference Room Solutions

Date:
12 October 2017

Presented To:

City of Stonecrest, GA





Syncomation

Synchronized Automated Technology
PO Box 7195 Marietta, GA 30065

To whom it may concern.

Below is a quote for installation of an audio-visual system for your new city council chamber. In addition to 10 configurable microphones, it will include (3) three HDMI video input locations, (5) five hanging displays for council members and audience viewing, and a pan-tilt-zoom camera to interface with your PC for recording. A control system from AMX will ease usage, and provide reliability.

Additionally, this proposal includes smaller solutions for Conference Rooms B and E, which contain a wireless connection for presentation and content sharing.

This proposal contains confidential pricing, design and installation information that is proprietary to Syncomation. It is provided for your private use and is not to be disclosed without authorization from Syncomation.

If you have any questions please don't hesitate to contact me.

Sincerely,

Syncomation, LLC

Dwayne Murphree
CEO
404.886.1800

Syncomation, LLC
P.O. Box 7195
Marietta, GA 30065
Tel: 404.886.1800
www.syncomation.com

Customer Name:
Stonecrest Gov.

Quotation # CSC-001
Date 10/12/2017

Email:

Quantity	Description - Main Room	Price	Extension
1	AMX NX master controller	\$683.16	\$683.16
1	AMX 7" tabletop touchpanel for a/v room	\$1,145.29	\$1,145.29
1	AMX IR controller	\$401.86	\$401.86
1	AMX DXLink HDMI/VGA transmitter over Cat6 (Podium)	\$746.30	\$746.30
1	AMX DXLink HDMI/VGA receiver over Cat6	\$711.86	\$711.86
1	AMX DXLink power supply	\$103.45	\$103.45
1	AMX virtual touch panel for iPad control	\$749.99	\$749.99
1	AMX 4x1 HDMI video switch	\$825.00	\$825.00
2	FSR HDBaseT HDMI input transmitter	\$335.63	\$671.26
2	FSR HDBaseT HDMI output receivers	\$223.50	\$447.01
1	Purelink HDBaseT HDMI distribution amplifier with 3 receivers	\$1,511.10	\$1,511.10
2	HDMI 1x2 splitter	\$92.00	\$184.00
17	JBL Control/16 ceiling speakers	\$115.00	\$1,955.00
2	Crown Dci 4J300 multi-channel amplifier	\$1,263.85	\$2,527.70
2	Chief ceiling mount for dual displays, angled and tilting	\$1,099.86	\$2,199.72
	<i>Note: Includes adjustable drop rod and truss mounting plates</i>		
1	Chief ceiling mount for single display, angled and tilting	\$394.83	\$394.83
	<i>Note: Includes adjustable drop rod and truss mounting plates</i>		
5	Samsung 43" HD LCD display	\$482.23	\$2,411.15
10	Audix 12" wired goosneck microphone with muting base	\$400.43	\$4,004.30
1	London BLU-100 12x8 microphone mixer/DSP	\$1,506.50	\$1,506.50
1	Tascam solid state digital audio recorder	\$523.86	\$523.86
1	Kramer HDMI audio de-embedder	\$284.63	\$284.63
1	Chief 20U wall mounted swing out rack with door & accessories	\$732.55	\$732.55
1	JuiceGoose Power distribution	\$149.99	\$149.99
1	Pan-tilt-zoom USB 2.0 camera	\$799.99	\$799.99
1	Camera shelf	\$119.99	\$119.99
1	Podium with interface box	\$649.99	\$649.99
1	24-port 10/100/1000 POE network switch	\$549.99	\$549.99
1	Misc. Cables, connectors, installation materials	\$1,000.00	\$1,000.00

Description - Conference Room B			
1	Samsung 65" 4K UHD LCD	\$1,379.99	\$1,379.99
1	Chief Large tilting wall mount	\$149.99	\$149.99
1	Barco single button clickshare wireless presentation solution	\$950.00	\$950.00
1	Misc. Cables, connectors, installation materials	\$50.00	\$50.00
Description - Conference Room E			
1	Samsung 65" 4K UHD LCD	\$1,379.99	\$1,379.99
1	Chief Large tilting wall mount	\$149.99	\$149.99
1	Barco single button clickshare wireless presentation solution	\$950.00	\$950.00
1	Digital to analog converter	\$50.00	\$50.00
1	Lab Gruppen amplifier	\$379.99	\$379.99
2	JBL Control/14 ceiling speaker	\$89.99	\$179.98
1	Misc. Cables, connectors, installation materials	\$50.00	\$50.00
		Sub-Total	\$33,660.38
		Tax	\$0.00
		Total	\$33,660.38

Services			
	Shipping, Procurement, Verification		\$605.89
	System Installation		\$4,000.00
	System Programming		\$1,000.00
		Total	\$5,605.89

Notes	
	Please provide tax exemption forms

System Total : \$39,266.26

Acceptance Signature and date

Optional – Maintenance Agreement

Our maintenance agreement covers all materials and labor incurred during the duration of the contracted timeframe starting the day after final acceptance of installed system. Any system failure, error or issue not due to abuse or negligence will be covered under this agreement. System consumables (bulbs, filters, batteries, etc.) are not covered by this agreement. New systems, components or changes completed after the final acceptance are not included unless specified. Bi-Annual cleaning, firmware updates, and preventive maintenance is included and will be scheduled accordingly.

**Discounts available for pre-payment in full.*

Option 1 – Single year, 18% annual, billed quarterly

Total - \$6,058.87 *Acceptance Signature* _____

Quarterly Billed at \$1,514.72

Option 2 – Two year, 15% annual, billed quarterly

Total - \$10,098.11 *Acceptance Signature* _____

Quarterly billed at \$1,262.26

Option 3 – Three year, 12% annual, billed quarterly

Total - \$12,117.74 *Acceptance Signature* _____

Quarterly billed at \$1,009.81



CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION OF AMENDMENT TO THE CITY CHARTER

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: 10/30/2017 Work Session: 11/01/2017 Council Meeting: 11/06/2017

SUBMITTED BY: City Attorney Kurrie

PURPOSE: The City Attorney has presented changes to the Charter.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

CHARTER AMENDMENT PROPOSALS

- Changes to the Executive Branch/Legislative Branch
 - Mayor does not vote except in a tie.
 - Ordinances and Resolutions Passage requires the affirmative vote of three councilmembers.
 - Mayor still counts toward a quorum for meeting purposes (4 members of the city council).
 - Mayor has a veto on all legislation. If the mayor either vetoes or fails to sign any ordinance or resolution within five (5) business days of its delivery to him by the city clerk, the legislation fails. The veto can be overridden by the affirmative vote of 4 councilmembers at the next regular or special meeting. If overridden, the matter becomes law at that time.
 - Mayor appoints the City Manager, City Attorney, and City Clerk, confirmed by the affirmative vote of two councilmembers.
 - A new officer, the Chief Operations Officer, is created and appointed by the Mayor to manage the department of public works and the department of public safety. See, new Section 3.13 of the charter.
 - All other appointments, including the chief operating officer, are made by the mayor without the need of any confirmation by the councilmembers.
 - If the office of city manager becomes vacant, the mayor may act as “acting city manager” in the interim.
 - All departments are under the control of the City Manager and the general supervision of the mayor. The departments of economic development, community development, planning and zoning, code enforcement, parks and recreation, public works and public safety are established.
 - Mayor and councilmember candidates must have reached the age of 21 at time of qualifying to be an eligible candidate.
 - Mayor’s position is a full-time service requirement.
 - Committees established by the Mayor only require appointment of one council member instead of two.
 - Amend Section 2.08 of the Charter, giving the inquiry and investigative authority regarding the affairs of the city and any department to the councilmembers only (reduction in Mayor’s powers).
 - Special Meeting may be called by either the mayor or three councilmembers. Charter now requires that one councilmember must concur to the mayor calling a special meeting.
 - Clarify how the agenda items may be added to include the affirmative vote of a majority of those council members in attendance were a quorum is present at a regular meeting prior to the discussion of any business of the city.
 - Dismissal of the City Manager by proclamation of the mayor or the resolution of all councilmembers.

- Mayor approval required for city manager's request to consolidate function (formerly the approval by city council).
- Changes in annual compensation commencing January 1, 2018:
 - Mayor--\$85,000
 - Councilmember--\$25,000
 - Reimbursement of expenses incurred in the performance of duties limited to the amounts contained in the annual budget.
 - Healthcare and retirement benefits as established by ordinance of the city council.

- Other
 - Amend the language of the millage rate cap to increase the 3.35 mill cap by the amount of any roll back by DeKalb County of its millage rate imposed for ad valorem taxes on real property within corporate limits of the city for services assumed by the city from DeKalb County.
 - Amend Section 1.06 of the Charter, to amend the name of the Stonecrest/Lithonia Industrial Park Community Improvement District to delete “Lithonia Industrial Park” therefrom.
 - Add Section 1.07 to the Charter for the creation of The Arabia Mountain Park and Recreation Authority.
 - Joint Authority with DeKalb County
 - Governance to be discussed
 - Amend Section 4.02 to:
 - increase the minimum age for judges from 28 to 35 and to increase the minimum number of years of practicing law from 3 to 7
 - increase the authority of the councilmembers to remove a judge by the vote of all the councilmembers instead of 2/3 of the vote of the city council.

A BILL TO BE ENTITLED
AN ACT

To incorporate the City of Stonecrest in DeKalb County; to provide for a charter for the City of Stonecrest; to provide for incorporation, boundaries, and powers of the city; to provide for general powers and limitations on powers; to provide for a governing authority of such city and the powers, duties, authority, election, terms, method of filling vacancies, compensation, expenses, qualifications, prohibitions, and districts relative to members of such governing authority; to provide for inquiries and investigations; to provide for organization and procedures; to provide for ordinances; to provide for codes; to provide for a charter commission; to provide for the office of mayor and certain duties and powers relative to the office of mayor; to provide for administrative responsibilities; to provide for boards, commissions, and authorities; to provide for a city manager, a city attorney, a city clerk, a tax collector, a city accountant, and other personnel; to provide for a municipal court and the judge or judges thereof; to provide for practices and procedures; to provide for ethics and disclosures; to provide for taxation, licenses, and fees; to provide for franchises, service charges, and assessments; to provide for bonded and other indebtedness; to provide for accounting and budgeting; to provide for purchases; to provide for the creation of a community improvement district, to provide for homestead exemptions; to provide for bonds for officials; to provide for other matters relative to the foregoing; to provide for a referendum; to provide effective dates and transitional provisions governing the transfer of various functions and responsibilities from DeKalb County to the City of Stonecrest; to provide for severability; to provide an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

ARTICLE I

CREATION, INCORPORATION, POWERS

SECTION 1.01.

Incorporation.

This Act shall constitute the charter of the City of Stonecrest, Georgia. The City of Stonecrest, Georgia, in the County of DeKalb, and the inhabitants thereof, are constituted and declared a body politic and corporate under the same name and style of the "City of Stonecrest" and by that name shall have perpetual succession, may sue and be sued, plead and be impleaded, in all courts of law and equity, and in all actions whatsoever, and may have and use a common seal.

SECTION 1.02.

Corporate boundaries.

The boundaries of the City of Stonecrest shall be those set forth and described in Appendix A of this charter, and said Appendix A is incorporated into and made a part of this charter. The city clerk shall maintain a current map and written legal description of the corporate boundaries of the city, and such map and description shall incorporate any changes which may hereafter be made in such corporate boundaries.

SECTION 1.03.

Powers and construction.

(a) This city shall have all powers possible for a city to have under the present or future Constitution and laws of this state as fully and completely as though they were

specifically enumerated in this Act. This city shall have all the powers of self-government not otherwise prohibited by this Act or by general law.

(b) The powers of this city shall be construed liberally in favor of the city. The specific mention or failure to mention particular powers shall not be construed as limiting in any way the powers of this city. These powers shall include, but not be limited to, the following:

(1) Animal regulations. To regulate and license or to prohibit the keeping or running at large of animals and fowl, and to provide for the impoundment of same if in violation of any ordinance or lawful order; to provide for the disposition by sale, gift, or humane destruction of animals and fowl when not redeemed as provided by ordinance; and to provide punishment for violation of ordinances enacted hereunder;

(2) Appropriations and expenditures. To make appropriations for the support of the government of the city; to authorize the expenditure of money for any purposes authorized by this charter and for any purpose for which a municipality is authorized by the laws of the State of Georgia; and to provide for the payment of expenses of the city;

(3) Building regulation. To regulate and to license the erection and construction of buildings and all other structures; to adopt building, housing, plumbing, electrical, gas, and heating and air conditioning codes; and to regulate all housing and building trades to the extent permitted by general law;

(4) Business regulation and taxation. To levy and to provide for the collection of regulatory fees, franchise fees and taxes on privileges, occupations, trades, and professions as authorized by Title 48 of the O.C.G.A. or other such applicable laws as are or may hereafter be enacted; to permit and regulate the same; to provide for the manner and method of payment of such regulatory fees, franchise and taxes; and to revoke such permits after due process for failure to pay any city taxes or fees;

(5)(A) Condemnation. To condemn property inside the corporate limits of the city for present or future use and for any public purpose deemed necessary by the city council utilizing procedures enumerated in Title 22 of the O.C.G.A. or such other applicable laws as are or may hereafter be enacted; and

(B) The municipality shall have the right to condemn and cause to be remediated or removed any building, structure, or existing condition within its corporate limits that is dangerous to life, limb, or property, by reasons of decay, dilapidation, or unsanitary condition. Nothing in this subparagraph shall be construed to relieve the municipality of any duty to give owners or interested persons reasonable notice and opportunity to remedy the situation. Nothing in this subparagraph shall be construed as relieving the municipality of liability to any interested person for damages to person or property taken or destroyed in furtherance of this subparagraph. This subparagraph shall not be construed as authorizing the doing of any act or thing contrary to the Constitution of this state and the policy of the general laws of this state. The municipality shall have authority to adopt reasonable ordinances and resolutions for the purpose of carrying out this subparagraph;

(6) Contracts. To enter into contracts and agreements with other governmental entities and with private persons, firms, and corporations;

(7) Emergencies. To establish procedures for determining and proclaiming that an emergency situation exists within or without the city, and to make and carry out all reasonable provisions deemed necessary to deal with or meet such an emergency for the protection, safety, health, or well-being of the citizens of the city;

(8) Environmental protection. To protect and preserve the natural resources, environment, and vital areas of the city, the region, and the state through the enactment of ordinances that preserve and improve air quality, restore and maintain water resources, the control of erosion and sedimentation, manage storm water and

establish a storm-water utility, manage solid and hazardous waste, and provide other necessary or beneficial actions for the protection of the environment. These ordinances shall include, without limitation, ordinances that protect, maintain, and enhance the public health, safety, environment, and general welfare and minimize public and private losses due to flood conditions in flood hazard areas, as well as protect the beneficial uses of flood plain areas for water quality protection, stream bank and stream corridor protection, wetlands preservation, and ecological and environmental protection. Such ordinances may require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction; may restrict or prohibit uses which are dangerous to health, safety, and property due to flooding or erosion hazards, or which increase flood heights, velocities, or erosion; may control filling, grading, dredging, and other development which may increase flood damage or erosion; may prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands; may limit the alteration of natural flood plains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters; and may protect the storm-water management, water quality, stream bank protection, stream corridor protection, wetland preservation, and ecological functions of natural flood plain areas;

(9) Ethics. To adopt ethics ordinances and regulations governing such things as, but not limited to, the conduct of municipal elected officials, appointed officials, contractors, vendors, and employees, establishing procedures for ethics complaints, and setting forth penalties for violations of such rules and procedures;

(10) Fire regulations. To fix and establish fire limits and from time to time to extend, enlarge, or restrict the same; to prescribe fire safety regulations not inconsistent with general law, relating to both fire prevention and fire detection; and to prescribe penalties and punishment for violations thereof;

(11) Garbage fees. To levy, fix, assess, and collect a garbage, refuse, and trash collection and disposal and other sanitary service charge, tax, or fee for such services as may be necessary in the operation of the city from all individuals, firms, and corporations residing in or doing business therein benefiting from such services; to enforce the payment of such charges, taxes, or fees; and to provide for the manner and method of collecting such service charges, taxes, or fees;

(12) General health, safety, and welfare. To define, regulate, and prohibit any act, practice, conduct, or use of property which is detrimental to health, sanitation, cleanliness, welfare, and safety of the inhabitants of the city, and to provide for the enforcement of such standards;

(13) Gifts. To accept or refuse gifts, donations, bequests, or grants from any source for any purpose related to powers and duties of the city and the general welfare of its citizens, on such terms and conditions as the donor or grantor may impose;

(14) Health and sanitation. To prescribe standards of health and sanitation and to provide for the enforcement of such standards;

(15) Homestead Exemption. To establish and maintain procedures for offering homestead exemptions to residents of the city and maintaining current homestead exemptions of residents of the city as authorized by Act of the General Assembly;

(16) Jail sentences. To provide that persons given jail sentences in the city's court may work out such sentences in any public works or on the streets, roads, drains, and other public property in the city; to provide for commitment of such persons to any jail; to provide for the use of pretrial diversion and any alternative sentencing allowed by law; or to provide for commitment of such persons to any county work camp or county jail by agreement with the appropriate county officials;

(17) Motor vehicles. To regulate the operation of motor vehicles and exercise control over all traffic, including parking upon or across the streets, roads, alleys, and walkways of the city;

(18) Municipal agencies and delegation of power. To create, alter, or abolish departments, boards, offices not specified in this charter, commissions, authorities, and agencies of the city, and to confer upon such agencies the necessary and appropriate authority for carrying out all the powers conferred upon or delegated to the same;

(19) Municipal debts. To appropriate and borrow money for the payment of debts of the city and to issue bonds for the purpose of raising revenue to carry out any project, program, or venture authorized by this charter or the laws of the State of Georgia;

(20) Municipal property ownership. To acquire, dispose of, lease, and hold in trust or otherwise any real, personal, or mixed property, in fee simple or lesser interest, inside or outside the property limits of the city;

(21) Municipal property protection. To provide for the preservation and protection of property and equipment of the city and the administration and use of same by the public; and to prescribe penalties and punishment for violations thereof;

(22) Municipal utilities. To acquire, lease, construct, operate, maintain, sell, and dispose of public utilities including, but not limited to, a system of waterworks, sewers and drains, sewage disposal, storm-water management, gasworks, electricity generating plants, cable television, internet and other telecommunications, transportation facilities, public airports, and any other public utility; to fix the taxes, charges, rates, fares, fees, assessments, regulations, and penalties; and to provide for the withdrawal of service for refusal or failure to pay the same;

(23) Nuisance. To define a nuisance and provide for its abatement whether on public or private property;

(24) Penalties. To provide penalties for violation of any ordinances adopted pursuant to the authority of this charter and the laws of the State of Georgia;

(25) Planning and zoning. To provide comprehensive city planning for city land use, signage and outside advertising, and development by zoning; and to provide subdivision regulations and the like as the city council deems necessary and reasonable to ensure a safe, healthy, and aesthetically pleasing community, provided that the city council shall not have the power to require special land use permits, special exceptions, or special administrative permits for the industrial use of properties within an industrial use zoning district;

(26) Police and fire protection. To exercise the power of arrest through duly appointed police officers, and to establish, operate, or contract for a police and a fire-fighting agency;

(27) Public hazards; removal. To provide for the destruction and removal of any building or other structure that is or may become dangerous or detrimental to the public;

(28) Public improvements. To provide for the acquisition, construction, building, operation, maintenance, or abolition of public ways, parks and playgrounds, recreational facilities, cemeteries, public buildings, libraries, public housing, parking facilities, and charitable, cultural, educational, recreational, conservation, sport, detentional, penal, and medical institutions, agencies, and facilities; to provide any other public improvements inside the corporate limits of the city and to regulate the use of public improvements; and for such purposes, property may be acquired by condemnation under Title 22 of the O.C.G.A. or such other applicable laws as are or may hereafter be enacted;

(29) Public peace. To provide for the prevention and punishment of loitering, disorderly conduct, drunkenness, riots, and public disturbances;

(30) Public transportation. To organize and operate such public transportation systems as are deemed beneficial;

(31) Public utilities and services. To grant franchises or make contracts for, or impose taxes on, public utilities, cable companies and public service companies; and to prescribe the rates, fares, regulations, and standards and conditions of service applicable to the service to be provided by the franchise grantee or contractor, insofar as not in conflict with valid regulations of the Public Service Commission;

(32) Regulation of roadside areas. To prohibit or regulate and control the erection, removal, and maintenance of signs, billboards, trees, shrubs, fences, buildings, and any and all other structures or obstructions upon or adjacent to the rights of way of streets and roads or within view thereof, within or abutting the corporate limits of the city; and to prescribe penalties and punishment for violation of such ordinances;

(33) Employee benefits. To provide and maintain a retirement plan, insurance, and such other employee benefits for appointed officers and employees of the city as are determined by the city council;

(34) Roadways. To lay out, open, extend, widen, narrow, establish, or change the grade of, abandon or close, construct, pave, curb, gutter, adorn with shade trees, or otherwise improve, maintain, repair, clean, prevent erosion of, and light the roads, alleys, and walkways within the corporate limits of the city; to grant franchises and rights of way throughout the streets and roads and over the bridges and viaducts for the use of public utilities; and to require real estate owners to repair and maintain in a safe condition the sidewalks adjoining their lots or lands and to impose penalties for failure to do so;

(35) Solid waste disposal. To provide for the collection and disposal of garbage, rubbish, and refuse and to regulate the collection and disposal of garbage, rubbish, and refuse by others; and to provide for the separate collection of glass, tin, aluminum, cardboard, paper, and other recyclable materials and to provide for the sale of such items;

(36) Special assessments. To levy and provide for the collection of special assessments to cover the costs for any public improvements, subject to referendum;

(37) Taxes; ad valorem. To levy and provide for the assessment, valuation, revaluation, and collection of taxes on all property subject to taxation; provided, however, that:

(A) The millage rate imposed for ad valorem taxes on real property shall not exceed 3.35 plus the amount of any roll back by DeKalb County of its millage rate imposed for ad valorem taxes on real property within corporate limits of the city for services assumed by the city from DeKalb County unless a higher limit is recommended by resolution of the city council and approved by a majority of the qualified electors of the City of Stonecrest voting on the issue, provided that the amount of millage associated with general obligation bonds or the creation of special tax districts pursuant to Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia shall not count as part of the 3.35 limit since such millage is already subject to approval by the electors of the city in a separate referendum;

(B) For all years, the fair market value of all property subject to taxation shall be determined according to the tax digest of DeKalb County, as provided in Code Section 48-5-352 of the O.C.G.A.;

(38) Taxes: other. To levy and collect such other taxes and fees as may be allowed now or in the future by law;

(39) Taxicabs. To regulate and license vehicles operated for hire in the city; to limit the number of such vehicles; to require the operators thereof to be licensed; to require public liability insurance on such vehicles in the amounts to be prescribed by ordinance; to inspect such vehicles and mandate standards of safety and cleanliness; and to regulate the parking of such vehicles;

(40) Tourism, conventions, and trade shows. To provide for the structure, operation, or management of the Stonecrest Convention and Visitors Bureau created pursuant to Section 1.05 of this charter and to authorize the City of Stonecrest to contract with private sector nonprofit organizations or other governmental agencies to promote tourism, conventions, and trade shows;

(41) Urban redevelopment. To organize and operate an urban redevelopment program; and

(42) Other powers. To exercise and enjoy all other powers, functions, rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the city and its inhabitants; to exercise all implied powers necessary or desirable to carry into execution all powers granted in this charter as fully and completely as if such powers were fully stated herein; and to exercise all powers now or in the future authorized to be exercised by other municipal governments under other laws of the State of Georgia; and any listing of particular powers in this charter shall not be held to be exclusive of others or restrictive of general words and phrases granting powers, but shall be held to be in addition to such powers unless expressly prohibited to municipalities under the Constitution or applicable laws of the State of Georgia.

SECTION 1.04.

Exercise of powers.

All powers, functions, rights, privileges, and immunities of the city, its officers, agencies, or employees shall be carried into execution as provided by this Act. If this charter makes no provision, such shall be carried into execution as provided by ordinance or as provided by pertinent laws of the State of Georgia.

SECTION 1.05.

Tourism, conventions, and trade shows.

The Stonecrest Convention and Visitors Bureau is hereby created.

SECTION 1.06.

Stonecrest / Lithonia Industrial Park Community Improvement District

(a) The purpose of this Section shall be to provide for the creation of a community improvement district within the City of Stonecrest subject to the conditions prescribed in Article IX, Section VII, Paragraph III of the Constitution of the State of Georgia. Such district shall be created for the provision of such of the following governmental services and facilities as may be provided for in the resolution activating the district created hereby, or as may be adopted by resolutions of the majority of the electors and the majority of the equity electors as defined in this Section:

- (1) Street and road construction and maintenance, including curbs, sidewalks, street lights, and devices to control the flow of traffic on streets and roads;
 - (2) Parks and recreational areas and facilities;
 - (3) Stormwater and sewage collection and disposal systems;
 - (4) Development, storage, treatment, purification, and distribution of water;
 - (5) Public transportation;
 - (6) Terminal and dock facilities and parking facilities; and
 - (7) Such other services and facilities as may be provided for by general law.
- (b) Definitions. As used in this Section the term:
- (1) Agricultural means the growing of crops for sale or the raising of animals for sale or use, including the growing of field crops and fruit or nut trees, the raising of livestock or poultry, and the operation of dairies, horse boarding facilities, and riding stables.
 - (2) Board means the governing body created for the governance of the community improvement district authorized by this Section.
 - (3) Caucus of electors means the meeting of electors as provided in this Section 1.06 at which the elected board members of the district are elected or at which the governmental services and facilities to be provided by the district are determined. A quorum at such caucus shall consist of no less than twenty five percent (25%) of electors and no less than twenty five percent (25%) of equity electors present in person or proxy, and a majority of those present and voting shall be necessary to take any action. Notice of said meeting shall be given to said electors and equity electors by publishing notice thereof in the legal organ of the City of Stonecrest at least once each week for four weeks prior to such meeting.
 - (4) Cost of the project or cost of any project means and includes:
 - (A) All costs of acquisition by purchase or otherwise, construction, assembly, installation, modification, renovation, or rehabilitation incurred in connection with any project or any part of any project;

(B) All costs of real property, fixtures, or personal property used in or in connect on with or necessary for any project or for any facilities related thereto, including, but not limited to, the cost of all land, estates for years, easements, rights, improvements, water rights, connections for utility services, fees, franchises, permits, approvals, licenses, and certificates; the cost of securing any such franchises, permits, approvals, licenses, or certificates; the cost of preparation of any application therefor; and the cost of all fixtures, machinery, equipment including all transportation equipment and rolling stock, furniture, and other property used in or in connection with or necessary for any project;

(C) All financing charges and loan fees and all interest on bonds, notes, or other obligations of a district which accrue or are paid prior to and during the period of construction of a project and during such additional period as the board may reasonably determine to be necessary to place such project in operation;

(D) All costs of engineering, surveying, architectural, and legal services and all expenses incurred by engineers, surveyors, architects, and attorneys in connection with any project.

(E) All expenses for inspection of any project.

(F) All fees of fiscal agents, paying agents, and trustees for bondholders under any trust agreement, indenture of trust, or similar instrument or agreement all expenses incurred by any such fiscal agents, paying agents, and trustees; and all other costs and expenses incurred relative to the issuances of any bonds, notes, or other obligations for any project;

(G) All expenses of or incidental to determining the feasibility or practicability of any project;

(H) All costs of plans and specifications for any project;

(I) All costs of title insurance and examinations of title with respect to any project;

(J) Repayment of any loans made for the advance payment of any part of the foregoing costs, including interest thereon and any other expenses of such loans;

(K) Administrative expenses of the board and such other expenses as may be necessary for or incidental to any project or the financing thereof or the placing of any project in operation; and

(L) The establishment of a fund or funds for the creation of a debt service reserve, a renewal and replacement reserve, or such other funds or reserves as the board may approve with respect to the financing and operation of any project and as may be authorized by any bond resolution, trust agreement, indenture of trust, or similar instrument or agreement pursuant to the provisions of which the issuance of any bonds, notes, or other obligations of the district may be authorized. Any cost, obligation, or expense incurred for any of the foregoing purposes shall be a part of the cost of the project and may be paid or reimbursed as such out of the proceeds of bonds, notes, or other obligations issued by the district.

(5) District means the geographical area designated as such by the resolution of the city council consenting to the creation of the community improvement district or as thereafter modified by any subsequent resolution of the city council within which the district is or is to be located, or a body corporate and politic being a community improvement district created and activated pursuant hereto, as the context requires or permits.

(6) Electors means the owners of real property used non-residentially within the district which is subject to taxes, fees, and assessments levied by the board, as they appear on the most recent ad valorem real property tax return records of DeKalb County, or one (1) officer or director of a corporate elector, one (1) trustee of a trust which is an elector, one (1) partner of a partnership elector, or one (1) designated representative of an elector whose designation is made in writing. An owner of property that is subject to taxes, fees, or assessments levied by the board shall have one (1) vote for an election based on numerical majority. An owner of multiple parcels has one (1) vote, not one (1) vote per parcel, for an election based on numerical majority. Multiple owners of one (1) parcel have one (1) vote for an election based on numerical majority which must be cast by one (1) of their number who is designated in writing.

(7) Equitably apportioned among the properties subject to such taxes, fees, and assessments according to the need for governmental services and facilities created by the degree of density of development of each such property, with reference to taxes, fees, and assessments levied by the board, means that the burden of the taxes, fees, and assessments shall be apportioned among the properties subject thereto based upon the values established in the most recent ad valorem tax reassessment of such properties certified by the chairperson of the DeKalb County Board of Tax Assessors, or with respect to fees and assessments may be apportioned among the properties subject thereto in direct or approximate proportion to the receipt of services or benefits derived from the improvements or other activities for which the taxes, fees, or assessments are to be expended, or with respect to fees and assessments may be apportioned in any other manner or combination of manners deemed equitable by the board, including, but not limited to, the recognition of differential benefits which may reasonably be expected to accrue to new land development in contrast to lands and improvements already in existence at the time of creation of the community improvement district.

(8) Equity electors means electors who cast votes equal to each one thousand dollars (\$1,000.00) in value of all owned real property within the district which is then subject to taxes, fees, and assessments levied by the board. The value of real property shall be the assessed value. In the event the owner shall have multiple owners or be a corporation, trust, partnership, limited liability company, or any other entity, one person shall be designated as elector and such designation shall be made in writing.

(9) Forestry means the planting and growing of trees for sale in a program which includes reforestation of harvested trees, regular underbrush and undesirable growth clearing, fertilizing, pruning, thinning, cruising, and marking which indicate an active tree-farming operation. It does not include the casual growing of trees on land otherwise idle or held for investment, even though some harvesting of trees may occur thereon.

(10) Project means the acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements, including operation of facilities or other improvements, located or to be located within or otherwise providing service to the district and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement; the creation, provision, enhancement, or supplementing of public services such as fire, police, and other services, provided that same do not conflict with or duplicate existing public services; and all for the essential public purposes set forth in subsection section (a) of this Section.

(11) Property owner or owner of real property means any entity or person shown as a taxpayer for one (1) or more parcels of real estate on the most recent ad valorem tax records of DeKalb County within the district. Ownership as shown by the most recent ad valorem real property tax records of DeKalb County shall be prima-facie proof of ownership. Multiple owners of one (1) parcel shall constitute one (1) property owner and shall designate in writing one (1) of their number to represent the whole.

(12) Property used non-residentially means property or any portion thereof used for neighborhood shopping, planned shopping center, general commercial, transient lodging facilities, tourist services, office or institutional, office services, light industry, heavy industry, central business district, parking, or other commercial or business use or vacant land zoned or approved for any of the aforementioned uses which do not include residential.

(13) Residential means a specific work or improvement undertaken primarily to provide single-family or multifamily dwelling accommodations for persons and families and such community facilities as may be incidental or appurtenant thereto.

(14) Taxpayer means an entity or person paying ad valorem taxes on real property whether on one (1) or more parcels of property within the district. Multiple owners of one (1) parcel shall constitute one (1) taxpayer and shall designate in writing one (1) of their number to represent the whole.

(c) Creation. Pursuant to Article IX, Section VII of the Constitution of the State of Georgia, there is created an administrative body being one community improvement district to be located wholly within the City of Stonecrest, to be known as the Stonecrest / Lithonia Industrial Park Community Improvement District, provided that, the creation of the community improvement district shall be conditioned upon:

(1) The adoption of a resolution consenting to the creation of the community improvement district by the City of Stonecrest city council; and

(2) The written consent to the creation of the community improvement district by:

(A) A majority of the owners of real property within the district which will be subject to taxes, fees, and assessments levied by the administrative body of the community improvement district, and

(B) The owners of real property within the district which constitutes at least seventy-five (75) percent by value of all real property within the district which will be subject to taxes, fees, and assessments levied by the administrative body of the community improvement district. For this purpose value shall be determined by the most recent approved DeKalb County ad valorem tax digest.

The written consent provided for in this paragraph shall be submitted to the tax commissioner of DeKalb County, who shall certify whether subparagraphs (A) and (B) of this paragraph have been satisfied with respect to each such proposed district.

Neither the community improvement district or the administrative body created pursuant to this Section 1.06 shall transact any business or exercise any powers under this Section until the foregoing conditions are met. A copy of such resolutions shall be filed with the Secretary of State, who shall maintain a record of the district activated under this Section, and filed with the Department of Community Affairs.

(d) Administration, appointment, and election of the members of the administrative body.

(1) The district created pursuant to this Section shall be administered by a board composed of seven (7) board members to be appointed and elected as provided in this section. Two (2) board members shall be appointed by the city council. Two board members shall be elected by the vote of electors, and three (3) members shall be elected by the vote of equity electors. The members representing the electors and equity electors shall be elected to serve in post positions 1 through 5, respectively. Each elected board member must receive a majority of the votes cast for the post for which he or she is a candidate. Votes for posts 1 and 2 shall be cast by electors and votes for posts 3, 4, and 5 shall be cast by equity electors. The initial term of office for the members representing posts 1 and 4 shall be one year. The initial term of office for the members representing posts 2 and 5 shall be two (2) years, and the initial term of office of the members representing post 3 shall be three (3) years. Thereafter, all terms of office for the elected board members shall be for three (3) years. The appointed board members shall serve at the pleasure of the city council.

(2) The initial board members to be elected as provided in subsection (a) of this section shall be elected in a caucus of electors which shall be held within ninety (90) days after the adoption of the resolutions and obtaining the written consents herein provided at such time and place within the district as the city council shall designate after notice thereof shall have been given to said electors by publishing same in the legal organ of the City of Stonecrest. Thereafter, there shall be conducted biennially, not later than sixty (60) days following the last day for filing ad valorem real property tax returns in DeKalb County, a caucus of electors at such time and place within the district as the board shall designate in such notice for the purpose of electing board members to those board member positions whose terms expire or are vacant. If a vacancy occurs in an elected position on the board the board shall, within sixty (60) days thereof, call a special election to fill the same to be held within sixty (60) days of the call unless such vacancy occurs within one hundred eighty (180) days of the next regularly scheduled election, in which case a special election may, but need not, be called.

(3) Board members shall be subject to recall as any other elected public official by the electors defined by this Section.

(4) Board members shall receive no compensation for their services, but shall be reimbursed for reasonable expenses actually incurred in the performance of their duties. They shall elect one (1) of their number as chairperson and another of their number as vice chairperson. They shall also elect a secretary and a treasurer, or a secretary-treasurer, either of whom may, but need not, be a member of the board or an elector.

(5) Chapter 2 of title 21 of the O.C.G.A., the "Georgia Election Code," shall not apply to the election of district board members. The district board may adopt such bylaws not inconsistent herewith to provide for any matter concerning such elections.

(e) Taxes, fees, and assessments.

(1) The board may levy taxes, fees, and assessments within the district only on real property used non-residentially, specifically excluding all property exempt from ad valorem taxation under the Constitution or laws of the State of Georgia; all property used for residential, agricultural, or forestry purposes; and all tangible personal property and intangible property. Any tax, fee, or assessment so levied shall not exceed 0.5 percent of the aggregate assessed value of all such real property. The taxes, fees, and assessments levied by the board shall be equitably apportioned among the properties subject to such taxes, fees, and assessments according to the need for governmental services and facilities created by the degree of density of development of each such property. The proceeds of taxes, fees, and assessments levied by the board shall be used only for the purpose of providing governmental services and facilities which are specially required by the degree of density of development within the district and not for the purpose of providing those governmental services and facilities provided to the county or municipality as a whole. Any tax, fee, or assessment so levied shall be collected by DeKalb County in the same manner as taxes, fees, and assessments are levied by DeKalb County. Delinquent taxes shall bear the same interest and penalties as DeKalb County taxes and may be enforced and collected in the same manner. The proceeds of taxes, fees, and assessments so levied, less a fee to cover the costs of collection of one (1) percent of such proceeds, but not more than twenty-five thousand dollars (\$25,000.00) at any one (1) calendar year, shall be transmitted by DeKalb County to the board and shall be expended by the board only for the purposes authorized by this Section.

(2) The board shall levy the taxes, fees, and assessments in Subsection (a) of this Section subsequent to the report of the assessed taxable values for the current calendar year and notify in writing DeKalb County so it may include the levy on its regular ad valorem tax bills. All taxes, fees, and assessments levied by the board and collected by DeKalb County shall be segregated, and neither the City of Stonecrest nor the DeKalb County Tax Commissioner shall expend such funds for any purpose not authorized by the board except as authorized in subsection (a) of this section.

(3) If, but for this provision, a parcel of real property is removed from the district or otherwise would become not subject to taxation, it shall continue to bear its tax millage then extant upon such event for bonded indebtedness of the district then outstanding until said bonded indebtedness then outstanding is paid or refunded.

(4) Each property owner paying taxes, fees, or assessments levied by the board for any public facility as set forth in Subsection (a) of this Section may, upon application to the city council, receive a credit equal to the present value of all such taxes, fees, and assessments toward any impact fee as may be levied by the City of Stonecrest against such property for system improvements which are in the same category as said public facility in accordance with chapter 71 of title 36 of the O.C.G.A., the "Georgia Development Impact Fee Section." Application for such development impact fee credit may be granted by legislative action of the city council in its discretion.

(f) Boundaries of the district.

(1) The boundaries of the district shall be as designated as such by the city council as set forth in the resolution required in Subsection (c) of this Section, or as may thereafter be added as provided in this Section.

(2) The boundaries of the district may be increased after the initial creation of the district pursuant to the following:

(A) Written consent of a majority of the owners of real property within the area sought to be annexed into the district and which will be subject to taxes, fees, and assessments levied by the board of the district;

(B) Written consent of owners of real property within the area sought to be annexed into the district which constitutes at least seventy-five (75) percent by value of the property which will be subject to taxes, fees, and assessments levied by the board. For this purpose, value shall be determined by the most recent approved county ad valorem tax digest;

(C) The adoption of a resolution consenting to the annexation into the district by the board of the district; and

(D) The adoption of a resolution consenting to the annexation into the district by the city council.

(g) Debt. Except as otherwise provided in this section, each district may incur debt without regard to the requirements of article IX, section V of the Constitution of Georgia, or any other provision of law, prohibiting or restricting the borrowing of money or the creation of debt by political subdivisions of the State of Georgia, which debt shall be backed by the full faith and credit and taxing power of the district but shall not be an obligation of the State of Georgia, DeKalb County, the City of Stonecrest or any other unit of government of the State of Georgia other than the district.

(h) Cooperation with the City of Stonecrest.

The services and facilities provided pursuant to this Section shall be provided for in a cooperation agreement executed jointly by the board and by the City of Stonecrest. The provisions of this section shall in no way limit the authority of the City of Stonecrest to provide services or facilities within the district; and the City of Stonecrest shall retain full and complete authority and control over any of its facilities located within its respective areas of any district. Said control shall include, but not be limited to, the modification of, access to, and degree and type of services provided through or by facilities of the county. Nothing contained in this section shall be construed to limit or preempt the application of any governmental laws, ordinances, resolutions, or regulations to the district or the services or facilities provided therein.

(i) Powers.

(1) The district and its board created pursuant hereto shall have all of the powers necessary or convenient to carry out and effectuate the purposes and provisions of this Section, including, without limiting the generality of the foregoing, the power:

(A) To bring and defend actions;

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(B) To adopt and amend a corporate seal;

(C) To make and execute contracts, agreements, and other instruments necessary or convenient to exercise the powers of the board or to further the public purposes for which the district 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 other jurisdictions of community improvement districts regarding multi-jurisdictional projects or services or for other cooperative endeavors to further the public purposes of the district;

(D) 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 purposes of the district;

(E) To finance by loan, grant, lease, or otherwise; to 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 the district or any other funds of the district, or from any contributions or loans by persons, corporations, partnerships whether limited or general, or other entities, all of which the board is authorized to receive, accept, and use;

(F) To borrow money to further or carry out its public purposes and to execute bonds, notes, other obligations, leases, trust indentures, trust agreements, agreements for the sale of its bonds, notes or other obligations, loan agreements, security agreements, assignments, and such other agreements or instruments as may be necessary or desirable, in the judgment of the board, to evidence and to provide security for such borrowing;

(G) To issue bonds, notes, or other obligations of the district and use the proceeds for the purpose of paying all or any part of the cost of any project and otherwise to further or carry out the public purposes of the district and to pay all costs of the board incidental to, or necessary and appropriate to, furthering or carrying out such purposes;

(H) To make application directly or indirectly to any federal or county government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in furtherance of the district's public purposes and to accept and use the same upon such terms and conditions as are prescribed by such federal, state, or county government or agency or other source;

(I) To enter into agreements with the federal government or any agency thereof to use the facilities or services of the federal government or any agency thereof in order to further or carry out the public purposes of the district;

(J) To contract for any period, not exceeding fifty (50) years, with the State of Georgia, any institution or instrumentality of the State of Georgia, any municipal corporation, county or political subdivision of this state for the use by the district of any facilities or services of the state or any such institution or instrumentality of this state, municipal corporation, county, or political subdivision of this state, or for the use by any institution or instrumentality of this state, any municipal corporation, county, or political subdivision of this state of any facilities or services of the district, provided that such contracts shall deal with such activities and transactions as the district and any such political subdivision with which the district contracts are authorized by law to undertake;

(K) To receive and use the proceeds of any tax levied by the county to pay the costs of any project or for any other purpose for which the board may use its own funds pursuant hereto;

(L) To receive and administer gifts, grants, and devises of money and property of any kind and to administer trusts;

(M) 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 be the best advantage of the district and the public purposes thereof;

(N) To appoint, select, and employ engineers, surveyors, architects, urban or city planners, fiscal agents, attorneys, and others and to fix their compensation and pay their expenses;

(O) To encourage and promote the improvement and development of the district and to make, contracts for, or otherwise cause to be made long-range plans or proposals for the district in cooperation with DeKalb County and the City of Stonecrest;

(P) To adopt bylaws governing the conduct of business by the board, the election and duties of officers of the board, and other matters which the board determines to deal with in its bylaws;

(Q) To exercise any power granted by the laws of this state to public or private corporations which is not in conflict with the public purposes of the district;

(R) To invest its funds, whether derived from the issuance of bonds or otherwise, in such manner as it may deem prudent and appropriate, without further restriction;

(S) To create, provide, enhance, or supplement public services such as fire, police, and other such services as may be deemed necessary, provided that said public services do not conflict with or duplicate existing DeKalb County or municipal services, and

(T) To do all things necessary or convenient to carry out the powers conferred by this section.

(2) The powers enumerated in each subparagraph of Paragraph (a) of this Subsection are cumulative of and in addition to those powers enumerated in this Subsection and elsewhere in this Section; and no such power limits or restricts any other power of the board.

(3) The powers enumerated in each subparagraph of Paragraph (a) of this Subsection are conferred for an essential governmental function for a public purpose, and the revenues and debt of any district are not subject to taxation.

(j) Bonds—Generally.

(1) Notes or other obligations issued by a district other than general obligation bonds shall be paid solely from the property pledged to pay such notes or other obligations. General obligation bonds issued by any district shall constitute a general obligation of the district to the repayment of which the full faith and credit and taxing power of the district shall be pledged.

(2) All bonds, notes, and other obligations of any district shall be authorized by resolution of its board, adopted by a majority vote of the board members at a regular or special meeting.

(3) Bonds, notes, or other obligations shall bear such date or dates, shall mature at such time or times not more than forty (40) years from their respective dates, shall bear interest at such rate or rates which may be fixed or may fluctuate or otherwise change from time to time, shall be subject to redemption on such terms, and shall contain such other terms, provisions, covenants, assignments, and conditions as the resolution authorizing the issuance of such bonds, notes, or other obligations may permit or provide. The terms, provisions, covenants, assignments, and conditions contained in or provided or permitted by any resolution of the board authorizing the issuance of such bonds, notes, or other obligations shall bind the board members of the district then in office and their successors.

(4) The board shall have power from time to time and whenever it deems it expedient to refund any bonds by the issuance of new bonds, whether or not the bonds to be refunded have matured, and may issue bonds partly to refund bonds then outstanding and partly for any other purpose permitted by this Section. The refunding bonds may be exchanged for the bonds to be refunded, with such cash adjustments as may be agreed upon, or may be sold and the proceeds applied to the purchase or redemption of the bonds to be refunded.

(5) There shall be no limitation upon the interest rates or any maximum interest rate or rates on any bonds, notes, or other obligations of any district, and the usury laws of this state shall not apply to bonds, notes, or other obligations of any district.

(6) Bonds issued by a district may be in such form, either coupon or fully registered, or both coupon and fully registered, and may be subject to such exchangeability and transferability provisions as the bond resolution authorizing the issuance of such bonds or any indenture or trust agreement may provide.

(7) All bonds issued by a district pursuant to this Section shall be issued and validated under and in accordance with article 3 of chapter 82 of title 36 of the O.C.G.A., the "Georgia Revenue Bond Law." The signature of the clerk of the Superior Court of DeKalb County may be made on the certificate of validation of such bonds by facsimile or by manual execution, stating the date on which such bonds were validated; and such entry shall be original evidence of the Section of judgment and shall be received as original evidence in any court in this state.

(8) In lieu of specifying the actual rate or rates of interest the principal amount and the maturities of such bonds, the notice to the district attorney or the attorney general, the notice to the public of the time, place, and date of the validation hearing, and the petition and complaint for validation may state that the bonds when issued will bear interest at a rate not exceeding a maximum per annum rate of interest which may be fixed or may fluctuate or otherwise change from time to time so specified and that the principal amount will not exceed a specified amount and the final maturity date will not be later a date specified in such notices and petition and complaint or may state that, in the event the bonds are to bear different rates of interest for different maturity dates, none of such rates will exceed the maximum rate which may be fixed or may fluctuate or otherwise change from time to time so specified; provided, however, that nothing in this subsection shall be construed as prohibiting or restricting the right of a board to sell such bonds at a discount, even if in doing so the effective interest cost resulting would exceed the maximum per annum interest rate specified in such notices and in the petition and complaint.

(9) The terms "cost of the project" and "cost of any project" shall have the meaning prescribed in this Section whenever those terms are referred to in bond resolutions of a board, in bonds, notes, or other obligations of the district, or in notices or proceedings to validate such bonds, notes, or other obligations of a district.

(k) Authorized contents of agreements and instruments; use of proceeds of sale bonds, notes, and other obligations; subsequent issues of obligations.

(1) Subject to the limitations and procedures provided by this section and by subsection (j) of this section 1.06, the agreements or instruments executed by a board may contain such provisions not inconsistent with law as shall be determined by the board.

(2) The proceeds derived from the sale of all bonds, notes, and other obligations issued by a district shall be held and used for the ultimate purpose of paying, directly or indirectly as permitted by this Section, all or part of the cost of any project, or for the purpose of refunding any bonds, notes, or other obligations issued in accordance with this Section.

(3) Issuance by a board of one (1) or more series of bonds, notes, or other obligations for one (1) or more purposes shall not preclude it from issuing other bonds, notes, or other obligations in connection with the same project or with any other projects; but the proceeding wherein any subsequent bonds, notes, or other obligations are issued shall recognize and protect any prior loan agreement, security agreement, or other agreement or instrument made for any prior issue of bonds, notes, or other obligations, unless in the resolution authorizing such prior issue the right is expressly reserved to the board to issue subsequent bonds, notes or other obligations on a parity with such prior issue.

(4) In the event that the district shall be terminated in accordance with this section 1.06, the board shall serve until December 31 of the year in which termination shall be approved for the purpose of concluding any ongoing matters and projects, but, if such cannot be concluded by December 31, then the city council shall assume the duties of the administrative board and shall be expressly authorized to exercise the authority of the administrative board. In the alternative, the city council may, by resolution, assume all rights and obligations of the district, either bonds or otherwise, and the district shall cease to exist upon the adoption of such resolution.

(l) Construction; applicability of chapter 5 of title 10 of the O.C.G.A., the "Georgia Uniform Securities Act of 2008"; notice, proceeding, publication, referendum. This Section shall be liberally construed to effect the purposes hereof. The offer, sale, or issuance of bonds, notes, or other obligations by a district shall not be subject to regulation under chapter 5 of Title 10 of the O.C.G.A., the "Uniform Georgia Act of 2008." No notice proceeding, or publication except those required hereby shall be necessary to the performance of any Section authorized hereby, nor shall any such Section be subject to referendum.

(m) Dissolution.

(1) Any district activated under the provisions of this Section 1.06 may be dissolved. The conditions for such dissolution shall be:

(A) The adoption of a resolution approving of the dissolution of the community improvement district by the city council; and

(B) The written consent to the dissolution of the community improvement district by:

(i) Two-thirds (2/3) of the owners of real property within the district which are subject to taxes, fees, and assessments levied by the board of the district; and

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(ii) The owners of real property constituting at least seventy-five (75) percent by value of all real property within the district which are subject to taxes, fees, and assessments levied by the board. For this purpose, value shall be determined by the most recent approved county ad valorem tax digest.

The written consent provided for in this paragraph shall be submitted to the DeKalb County Tax Commissioner, who shall certify whether subparagraphs (i) and (ii) of this Paragraph have been satisfied with respect to each proposed district dissolution.

(2) In the event that successful action is taken pursuant to this section to dissolve the district, the dissolution shall become effective at such time as all debt obligations of the district have been satisfied. Following a successful dissolution action and until the dissolution becomes effective, no new projects may be undertaken, obligations or debts incurred, or property acquired.

(3) Upon a successful dissolution action, all noncash assets of the district other than public facilities or land or easements to be used for such public facilities, as described in Subsection 1 of this Section, shall be reduced to cash and, along with all other cash on hand, shall be applied to the repayment of any debt obligation of the district. Any cash remaining after all outstanding obligations are satisfied shall be refunded to DeKalb County.

(4) When a dissolution becomes effective, the City of Stonecrest shall take title to all property previously in the ownership of the district and all taxes, fees, and assessments of the district shall cease to be levied and collected.

SECTION 1.07.

Creation of The Arabia Mountain Park and Recreation Authority.

The Arabia Mountain Park and Recreation Authority is hereby created.

ARTICLE II

GOVERNMENT STRUCTURE, ELECTIONS, AND LEGISLATIVE BRANCH

SECTION 2.01.

City council creation; number; election.

(a) The legislative authority of the government of the City of Stonecrest, except as otherwise specifically provided in this Act, shall be vested in a city council of which the mayor shall not be a voting member, except as otherwise provided herein.

(b)(1) The city council of Stonecrest, Georgia, shall consist of five members plus the mayor.

(2) There shall be five council districts, designated Council Districts 1 through 5, as described in Appendix B of this Act, which is attached to and made a part of this charter of the City of Stonecrest.

(3) One councilmember shall be elected from each of the five council districts and shall hold Council District Posts 1, 2, 3, 4, and 5, respectively. Each person desiring to offer as a candidate for councilmember for such posts shall designate the council post for which he or she is offering. Councilmembers for such posts shall be elected by a majority vote of the qualified electors of the respective council districts voting at the elections of the city. In the event that no candidate for a council post obtains a majority vote of the qualified electors of the council district voting in the election, a run-off election shall be held. The candidates receiving the two highest numbers of votes in the election for such council post shall be included in the run-off election. The person receiving the highest number of votes of the qualified electors of the

council district voting at such run-off election shall be elected. Each candidate for election to the city council must reside in the district he or she seeks to represent.

(c) With the exception of the initial terms set forth in subsection (d) of this section, councilmembers shall be elected to terms of four years and until their successors are elected and qualified on a staggered basis in alternate election cycles.

(d) In order to assure staggered elections of the councilmembers, in the first election of the city council, the terms for the candidates elected for Council District Posts 1, 3, and 5 shall expire upon the administration of the oath of office to their successors elected in the regular elections held in November, 2017, as provided in subsection (b) of Section 2.02. The terms for the candidates elected for Council District Posts 2 and 4 shall expire upon the administration of the oath of office to their successors elected in the regular elections held in November, 2019. Thereafter, a successor to each councilmember shall be elected at the November election immediately preceding the end of such councilmember's term of office and the term of each councilmember shall expire upon the administration of the oath of office to his or her successor.

(e) With the exception of the initial term of office, the mayor of the City of Stonecrest, with the powers and duties specified herein, shall be elected to a term of four years and until his or her successor is elected and qualified. The mayor shall be elected by a majority vote of the qualified electors of the city at large voting at the elections of the city. In the event that no candidate for mayor obtains a majority vote of the qualified electors of the city at large voting at the elections of the city, then a run-off election shall be held. The candidates receiving the two highest numbers of votes in the election shall be included in the run-off election and the candidate receiving the highest number of votes in the runoff of the qualified electors of the city at large voting at such runoff shall be elected. The term of the first elected mayor shall expire upon the administration of the oath of office to his or her successor elected in the regular election held in November, 2019, as provided in subsection (b) of Section 2.02. Thereafter, the successor to each

mayor shall be elected at the November election immediately preceding the end of such mayor's term of office and the term of each mayor shall expire upon the administration of the oath of office to his or her successor.

SECTION 2.02.

Mayor and councilmembers; terms and qualifications for office.

(a) For all elections subsequent to the first election, the mayor and councilmembers shall serve for terms of four years and until their terms shall expire upon the administration of the oath of office to their successors. No person shall be eligible to serve as mayor or councilmember unless that person is at least 21 years of age, shall have been a resident of the City of Stonecrest for a continuous period of at least 12 months immediately prior to the date of the election for mayor or councilmember, shall continue to reside therein during that person's period of service, and shall continue to be registered and qualified to vote in municipal elections of the City of Stonecrest. In addition to the above requirements, no person shall be eligible to serve as a councilmember representing a council district unless that person has been a resident of the district such person seeks to represent for a continuous period of at least six months immediately prior to the date of the election for councilmember and continues to reside in such district during that person's period of service.

(b) An election shall be held on the date of the 2016 presidential preference primary, to elect the first mayor and city council. At such election, the first mayor and council shall be elected to serve for the initial terms of office specified in subsections (d) and (e) of Section 2.01. Thereafter, the time for holding regular municipal elections shall be on the Tuesday next following the first Monday in November of each odd-numbered year beginning in 2021.

(c) The number of successive terms an individual may hold a position as mayor or as a councilmember shall be unlimited.

SECTION 2.03.

Vacancy; filling of vacancies; suspensions.

(a) Elected officials of the city shall not hold other elected or public offices. The elected offices of the city's government shall become vacant upon the member's death, resignation, removal, or forfeiture of office. The following shall result in an elected city official forfeiting his or her office:

- (1) Violating the provisions of this charter;
- (2) Being convicted of, or pleading guilty or "no contest" to, a felony or a crime of moral turpitude; or
- (3) Failing to attend one-third of the regular meetings of the council in a three-month period without being excused by the council.

(b) The office of mayor shall become vacant upon the incumbent's death, resignation, forfeiture of office, or removal from office in any manner authorized by this Act or the general laws of the State of Georgia. A vacancy in the office of mayor shall be filled for the remainder of the unexpired term by a special election if such vacancy occurs 12 months or more prior to the expiration of the term of that office. If such vacancy occurs within 12 months of the expiration of the term of that office, the city council or those members remaining shall appoint a successor for the remainder of the term. This provision shall also apply to a temporary vacancy created by the suspension from office of the mayor.

(c) The office of a councilmember shall become vacant upon the incumbent's death, resignation, forfeiture of office, or removal from office in any manner authorized by this Act or the general laws of the State of Georgia. A vacancy in the office of a

councilmember shall be filled for the remainder of the unexpired term by a special election if such vacancy occurs 12 months or more prior to the expiration of the term of that office. If such vacancy occurs within 12 months of the expiration of the term of that office, the mayor shall appoint a successor for the remainder of the term subject to the approval of the city council or those members remaining. This provision shall also apply to a temporary vacancy created by the suspension from office of a councilmember.

SECTION 2.04.

Nonpartisan elections.

Political parties shall not conduct primaries for city offices and all names of candidates for city offices shall be listed without party designation.

SECTION 2.05.

Election votes.

The candidates for mayor and city council who receive a majority vote of the qualified electors of the city pursuant to Section 2.01 of this Charter at the elections of the city shall be elected to a term of office.

SECTION 2.06.

Applicability of general laws; qualifying; other provisions.

All elections shall be held and conducted in accordance with Chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code," as now or hereafter amended or otherwise provided by law. Except as otherwise provided by this Act, the city council shall, by ordinance or resolution, prescribe such rules and regulations as it deems appropriate

including, but not limited to, the establishment of qualifying fees, to fulfill any options and duties under Chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code," as now or hereafter amended or otherwise provided by law.

SECTION 2.07.

Compensation and expenses.

Commencing January 1, 2018, the annual salary of the mayor shall be \$85,000.00 and the annual salary for each councilmember shall be \$25,000.00. Such salaries shall be paid from municipal funds in monthly installments. The mayor and each councilmember shall be reimbursed for reasonable expenses actually and necessarily incurred by the mayor and councilmembers in carrying out their duties as elected officials of the city but only to the extent provided in the annual budget of the city. The mayor and each councilmember shall be eligible to participate in such health, hospitalization, prescription, retirement and other benefit programs as the councilmembers may adopt by ordinance for the benefit of the employees and elected officials of the city.

SECTION 2.08.

Inquiries and investigations.

The councilmembers may make inquiries and investigations into the affairs of the city and conduct of any department, office, or agency thereof and for this purpose may subpoena witnesses, administer oaths, take testimony, and require the production of evidence. Any person who fails or refuses to obey a lawful order issued in the exercise of these powers by the city council shall be punished as may be provided by ordinance.

SECTION 2.09.

Meetings, oath of office, and mayor pro tempore.

(a) The city council shall meet on the first working day in January immediately following each regular municipal election. The meeting shall be called to order by the mayor-elect and the oath of office shall be administered to the newly elected mayor and councilmembers collectively by a judicial officer authorized to administer oaths. The oath shall, to the extent that it comports with federal and state law, be as follows:

"I do solemnly swear or affirm that I will faithfully execute the office of [councilmember or mayor, as the case may be] of the City of Stonecrest, and will to the best of my ability support and defend the Constitution of the United States, the Constitution of Georgia, and the charter, ordinances, and regulations of the City of Stonecrest. I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof. I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I by the laws of the State of Georgia am prohibited from holding. I am otherwise qualified to hold said office according to the Constitution and laws of Georgia. I have been a resident of my district and the City of Stonecrest for the time required by the Constitution and laws of this state and by the municipal charter. I will perform the duties of my office in the best interests of the City of Stonecrest to the best of my ability without fear, favor, affection, reward, or expectation thereof."

(b) Following the induction of the mayor and councilmembers, the city council, by a majority vote of the councilmembers, shall elect a councilmember to be mayor pro tempore, who shall serve for a term of two years and until a successor is elected and qualified. The number of successive terms an individual may hold the position of mayor pro tempore shall be unlimited.

(c) The mayor pro tempore shall assume the duties and powers of the mayor during the mayor's temporary disability, suspension, or absence. If the mayor pro tempore is absent

because of sickness or disqualification, any one of the remaining councilmembers, chosen by a majority of the councilmembers present, shall be clothed with all the rights and privileges of the mayor as described herein and shall perform the mayor's duties in the same manner as the mayor pro tempore.

(d) The city council shall, at least once a month, hold regular meetings at such times and places as prescribed by ordinance. The city council may recess any regular meeting and continue such meeting on any day or hour it may fix and may transact any business at such continued meeting as may be transacted at any regular meeting.

(e) Special meetings of the city council may be held on the call of either the mayor or three councilmembers. Notice of such special meetings shall be delivered to all councilmembers, the mayor, and the city manager personally, by certified mail, or by electronic means at least 24 hours in advance of the meeting. Such notice of any special meeting may be waived by the mayor, a councilmember, or the city manager in writing before or after such a meeting and attendance at the meeting shall also constitute a waiver of notice. The notice of such special meeting shall state what business is to be transacted at the special meeting. Only the business stated in the notice may be transacted at the special meeting.

SECTION 2.10.

Quorum; voting.

(a) Four councilmembers shall constitute a quorum and shall be authorized to transact business for the city council. The mayor shall be counted toward the making of a quorum. Voting on the adoption of ordinances shall be taken by voice vote and the yeas and nays shall be recorded in the minutes, but on the request of any member there shall be a roll-call vote. In order for any ordinance, resolution, motion, or other action of the city council to be adopted, the measure must receive at least three affirmative votes and must

receive the affirmative votes of a majority of those voting. No councilmember shall abstain from voting on any matter properly brought before the city council for official action except when such councilmember has a reason which is disclosed in writing prior to or at the meeting and made a part of the minutes. Each councilmember when present at a meeting shall have one vote on all matters brought before the council. In the event of a tie in vote on any matter, the Mayor shall vote to break the tie.

(b) The following types of actions require an ordinance in order to have the force of law:

(1) Adopt or amend an administrative code or establish, alter, or abolish a department,

office not specified in this charter, or agency;

(2) Provide for fine or other penalty;

(3) Levy taxes;

(4) Grant, renew, or extend a franchise;

(5) Regulate a rate for a public utility;

(6) Authorize the borrowing of money;

(7) Convey, lease, or encumber city land;

(8) Regulate land use and development; and

(9) Amend or repeal an ordinance already adopted.

(c) The city council shall establish by ordinance procedures for convening emergency meetings. In an emergency, an ordinance may be passed without notice or hearings if the city council passes the ordinance by three-fourths vote; provided, however, that the city council cannot in an emergency meeting:

(1) Levy taxes;

(2) Grant, renew, or extend a franchise;

(3) Regulate a rate for a public utility; or

(4) Borrow money.

SECTION 2.11.

General power and authority of the city council.

(a) Except as otherwise provided by law or by this charter, the city council shall be vested with all the powers of government of the City of Stonecrest as provided by Article I of this charter.

(b) In addition to all other powers conferred upon it by law, the city council shall have the authority to adopt and provide for the execution of such ordinances, resolutions, policies, rules, and regulations, not inconsistent with this charter and the Constitution and the laws of the State of Georgia, which it shall deem necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity, or well-being of the inhabitants of the City of Stonecrest and may enforce such ordinances by imposing penalties for violation thereof.

SECTION 2.12.

Administrative and service departments.

(a) Except for the offices of city manager, city clerk and chief operations officer and the elected positions provided for in this charter, the city council, by ordinance, may establish, abolish, merge, or consolidate offices not specified in this charter, positions of employment, departments, and agencies of the city as it shall deem necessary for the proper administration of the affairs and government of the city. The city council shall prescribe the functions and duties of existing departments, offices, and agencies or of any departments, offices, and agencies hereinafter created or established; may provide that the same person shall fill any number of offices and positions of employment; and may transfer or change the functions and duties of offices, positions of employment, departments, and agencies of the city. The following departments are hereby established: economic development, community development, parks and recreation, public works and public safety,

(b) The operations and responsibilities of each department now or hereafter established in the city shall be distributed among such divisions or bureaus as may be provided by ordinance of the city council. Each department shall consist of such officers, employees, and positions as may be provided by this charter or by ordinance and shall be subject to the general supervision and guidance of the mayor.

SECTION 2.13.

Prohibitions.

(a) No elected official, appointed officer, or employee of the city or any agency or political entity to which this charter applies shall knowingly:

(1) Engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of official duties or which would tend to impair the independence of his or her judgment or action in the performance of official duties;

(2) Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of official duties or would tend to impair the independence of his or her judgment or action in the performance of official duties;

(3) Disclose confidential information concerning the property, government, or affairs of the governmental body by which engaged without proper legal authorization or use such information to advance the financial or other private interest of himself or herself or others, except as required by law;

(4) Accept any valuable gift, whether in the form of service, loan, object, or promise, from any person, firm, or corporation which to his or her knowledge is interested, directly or indirectly, in any manner whatsoever in business dealings with the governmental body by which he or she is engaged; "valuable" shall be an amount determined by the city council; provided, however, that the amount shall not exceed \$100.00;

(5) Represent other private interests in any action or proceeding against this city or any portion of its government; or

(6) Vote or otherwise participate in the negotiation or in the making of any contract with any business or entity in which he or she, or members of his or her immediate family, has a financial interest.

(b) Any elected official, appointed officer, or employee who has any private financial interest, directly or indirectly, in any contract or matter pending before or within any

department of the city shall disclose such private interest to the city council. "Private financial interest" shall include interests of immediate family. The mayor or any councilmember who has a private interest in any matter pending before the city council shall disclose in writing such private interest and such disclosure shall be entered on the records of the city council, and he or she shall disqualify himself or herself from participating in any decision or vote relating thereto. Any elected official, appointed officer, or employee of any agency or political entity to which this charter applies who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within such entity shall disclose such private interest to the governing body of such agency or entity.

(c) No elected official, appointed officer, or employee of the city or any agency or entity to which this charter applies shall use property owned by such governmental entity for personal benefit, convenience, or profit, except in accordance with policies promulgated by the city council or the governing body of such agency or entity.

(d) Any violation of this section which occurs with the knowledge, express or implied, of a party to a contract or sale shall render said contract or sale voidable at the option of the city council.

(e) Except as authorized by law, no member of the city council shall hold any other elective governmental office or be employed by any city or county government during the term for which elected.

SECTION 2.14.

Boards, commissions, and authorities.

(a) All members of boards, commissions, and authorities of the city shall be residents of the city and appointed by the mayor for such terms of office and such manner of

appointment as provided by ordinance, except where other appointing authority, term of office, or manner of appointment is prescribed by this charter or by applicable state law.

(b) No member of any board, commission, or authority of the city shall hold any elective office in the city or the County of DeKalb. However, up to two members of the city council, including the mayor, may be appointed by the Mayor to serve as ex officio members of such boards, commissions, or authorities, without a vote for a term expiring December 31 following the date of appointment.

(c) Any vacancy in office of any member of a board, commission, or authority of the city shall be filled for the unexpired term in the manner prescribed for original appointment, except as otherwise provided by this charter or any applicable law of the State of Georgia. (d) No member of any board, commission, or authority shall assume office until he or she shall have executed and filed with the designated officer of the city an oath obligating himself or herself to faithfully and impartially perform the duties of his or her office, such oath to be prescribed by ordinance of the city council and administered by the mayor or a judicial officer authorized to administer oaths.

(e) Any member of a board, commission, or authority may be removed from office for cause by a vote of a majority of the councilmembers in accordance with state laws.

(f) Members of boards, commissions, and authorities may receive such compensation and expenses in the performance of their official duties as prescribed by ordinance.

(g) Except as otherwise provided by this charter or by applicable state law, each board, commission, or authority of the city government shall elect one of its members as chairperson and one member as vice chairperson for terms of one year and may elect as its secretary one of its own members or may appoint as secretary an employee of the city. Each board, commission, or authority of the city government may establish such bylaws, rules, and regulations not inconsistent with this charter, ordinances of the city, or applicable state law as it deems appropriate and necessary for the conduct of its affairs, copies of which shall be filed with the designated officer of the city.

SECTION 2.15.

Ordinance form; procedures.

(a) Every proposed ordinance and resolution shall be introduced in writing and the city council shall have the authority to approve, disapprove, or amend the same. A resolution may be passed at the time it is offered, but an ordinance shall not be adopted until the title of said ordinance shall have been read at two city council meetings, provided that the beginning of said meetings shall be neither less than 24 hours nor more than 60 days apart. This requirement of two readings shall not apply to emergency ordinances, to ordinances passed during the first 90 days from the date on which the city begins operation, to ordinances adopted at the first business meeting of the city council in a calendar year, or to ordinances adopted at the first meeting of the initial city council as elected under subsection (b) of Section 2.02 of this charter. The catchlines of sections of this charter or any ordinance printed in boldface type, italics, or otherwise, are intended as mere catchwords to indicate the contents of the section, and:

(1) Shall not be deemed or taken to be titles of such sections or as any part of the section; and

(2) Shall not be so deemed when any of such sections, including the catchlines, are amended or reenacted unless expressly provided to the contrary. Furthermore, the chapter, article, and section headings contained in this Act shall not be deemed to govern, limit, or modify or in any manner affect the scope, meaning, or intent of the provisions of any chapter, article, or section hereof.

(c) The city council may, by ordinance or resolution, adopt rules and bylaws to govern the conduct of its business and those in attendance its meetings, including procedures and penalties for compelling the attendance of absent councilmembers. Such rules may

include punishment for contemptuous behavior conducted in the presence of the city council.

SECTION 2.16.

Submission of ordinances to the city clerk.

(a) Every ordinance, resolution, and other action adopted by the city council shall be presented to the city clerk within 15 days of its adoption or approval. The city clerk shall record upon the ordinance the date of its delivery from the city council.

(b) An ordinance or resolution that has been passed by the city council shall become effective on the date the ordinance is passed by the city council or on such other date as may be specified in the ordinance.

ARTICLE III
EXECUTIVE BRANCH

SECTION 3.01.

Powers and duties of the mayor.

- (a) The mayor shall:
- (1) Preside over all meetings of the city council;
 - (2) Set the agenda for meetings of the city council after receiving input from members of the city council, the city manager, and the public; provided, however that an additional item shall be added to the agenda upon either the written request of any two councilmembers or by the affirmative vote of a majority of those councilmembers in attendance were a quorum is present at a regular meeting prior to the discussion of any business of the city;
 - (3) Serve as the ceremonial head of the city and as its official representative to federal, state, and local governmental bodies and officials;
 - (4) Sign all orders, checks, and warrants for payment of money within a level of authorization as established by the city council;
 - (5) Execute all contracts, deeds, and other obligations of the city within a level of authorization as established by the city council;
 - (6) Not vote in any matter before the city council except as provided in Section 2.10(a) of this charter;
 - (7) Make all appointments of city officers as provided by this charter, subject to confirmation by two council members where such confirmation is required by this Charter;
 - (8) Provide supervision and guidance to the City Manager, City Clerk and the Chief Operations Officer;

- (9) Establish oversight and policy committees of the city council and appoint no less than one (1) council member, exclusive of the mayor, to serve thereon, subject to the direction and supervision of the mayor;
 - (10) Serve on a full-time basis and be compensated accordingly; and
 - (11) Perform any other duties and exercise any other powers required by state or federal law or authorized by a duly adopted ordinance that is not in conflict with this charter.
- (b) The mayor shall have the authority to transfer appropriations within a department, fund, service, strategy, or organizational unit but only with approval of the city council.
 - (c) The mayor shall have the authority to certify that a supplemental appropriation is possible if revenue increases in excess of the amount budgeted but only with approval of the city council.
 - (d) The mayor shall have all of the powers specifically granted to the mayor elsewhere in this charter regardless of whether such powers are enumerated in this section of this charter.
 - (e) The mayor may designate the official legal organ of the city subject to confirmation by the city council.

SECTION 3.02.

City manager; appointment and qualification.

The mayor shall appoint, subject to confirmation by two councilmembers, an officer whose title shall be the "city manager." The city manager shall be appointed without regard to political beliefs and solely on the basis of his or her education and experience in the accepted competencies and practices of local government management. The city manager need not be a resident of the City of Stonecrest.

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SECTION 3.03.

City manager; chief administrative officer.

The city manager shall be the chief administrative officer of the government of the city. The city manager shall devote all of his or her working time and attention to the affairs of the city and shall be supervised and guided by the mayor and shall be responsible to the mayor and city council for the proper and efficient administration of the affairs of the city over which such officer has jurisdiction.

SECTION 3.04.

City manager; powers and duties enumerated.

The city manager shall have the power, and it shall be his or her duty to:

- (1) See that all laws and ordinances are enforced;
- (2) Appoint and employ all necessary employees of the city, provided, that the power of this appointment shall not include officers and employees who by this charter are appointed or elected by the mayor and the city council or departments not under the jurisdiction of the city manager;
- (3) Remove employees appointed and employed under paragraph (2) of this section, without the consent of the city council and without assigning any reason therefor;
- (4) Exercise supervision and control of all departments and all divisions created in this charter or that may hereafter be created by the city council except as otherwise provided in this charter;
- (5) Attend all meetings of the city council, without a right to vote, but with a right to take part in the discussions as seen fit by the chairperson; provided, however, that regardless of the decision of the meeting chairperson the city manager may take part in

any discussion and report on any matter requested and approved by the city council at such meeting. The city manager shall be entitled to notice of all special meetings;

(6) Recommend to the city council, after prior review and comment by the mayor, for adoption such measures as the city manager may deem necessary or expedient;

(7) See that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed and upon knowledge of any violation thereof to call the same to the attention of the city attorney, whose duty it shall be forthwith to take such steps as are necessary to protect and enforce the same;

(8) Make and execute all lawful contracts on behalf of the city as to matters within the city manager's level of authorization as established by the city council to the extent that such contracts are funded in the city's budget, except such as may be otherwise provided by law; provided, however, that no contract purchase or obligation requiring a budget amendment shall be valid and binding until after approval of the city council;

(9) Sign all orders, checks, and warrants for payment of money within the city manager's level of authorization as established by the city council to the extent that such contracts are funded in the city's budget, except such as may be otherwise provided by law; provided, however, that no such order, check, or warrant requiring a budget amendment shall be valid and binding until after approval of the city council;

(10) Act as budget officer to prepare and submit to the city council, after review and comment by the mayor, no less than sixty (60) days prior to the beginning of each fiscal year a budget of proposed expenditures for the ensuing year, showing in as much detail as practicable the amounts allotted to each department of the city government and the reasons for such estimated expenditures;

(11) Keep the city council at all times fully advised as to the financial condition and needs of the city;

(12) Make a full written report to the city council on the fifteenth of each month showing the operations and expenditures of each department of the city government

for the preceding month, and a synopsis of such reports shall be published by the city clerk;

(13) Fix all salaries and compensation of city employees in accordance with the city budget and the city pay and classification plan;

(14) If the office of chief operations officer has been established, perform the duties of such office in the event of a vacancy in that office; and

(14) Perform such other duties as may be prescribed by this charter or required by ordinance or resolution of the city council.

SECTION 3.05.

City council interference with administration.

Except for the purpose of inquiries and investigations under Section 2.08 of this charter or as provided in Section 3.01, Section 3.03 and Section 3.13 of this charter, no councilmember shall interfere with the performance of services by or give orders to any such officer or employee, either publicly or privately.

SECTION 3.06.

City manager; removal.

(a) The mayor and or/ the city council may remove the city manager from office in accordance with the following procedures:

(1) The mayor by proclamation or the city council by resolution by affirmative vote of all the council members may remove the city manager from office after a suspension of the city manager from duty for a period not to exceed 45 days. A copy

either such proclamation of the mayor or the resolution of the city council shall be delivered promptly to the city manager;

(2) Within 5 days after a copy of such proclamation or resolution is delivered to the city manager, he or she may file with the city council a written request for a public hearing and a reconsideration of the removal. This hearing shall be held at a city council meeting especially set for such purpose not earlier than 15 days nor later than 30 days after the request is filed. The city manager may file with the city council a written reply to the removal not later than 5 days before the hearing; and

(3) If the city manager either (i) does not request a public hearing and a reconsideration of the removal 5 days from the date when a copy of such proclamation or resolution was delivered to the city manager; or, (ii) if after the conclusion of the public hearing requested by the city manager for reconsideration of the removal the city council does not pass a resolution either reversing the action of the mayor or rescinding its resolution of removal, the city manager's removal shall be effective as of such date without further action by the city council.

(b) Unless either the mayor's action removing the city manager or the resolution of removal of the city manager is rescinded by majority of the members of the city council at the public hearing held at the request of city manager pursuant to this section 3.06, the city manager shall continue to receive his or her salary until the effective date of his or her removal.

(c) If the city manager is suspended in accordance with subsection (a) of this section or becomes disabled and is unable to carry out the duties of the office or if the city manager dies, the acting city manager shall perform the duties of the city manager until the city manager's disability is removed or until the city manager is replaced. Removal of the city manager because of disability shall be carried out in accordance with the provisions of subsection (a) of this section.

SECTION 3.07.

Acting city manager.

(a) The mayor may either assume or appoint any person to exercise all powers, duties, and functions of the city manager during the city manager's suspension under subsection (a) of Section 3.06 of this charter, temporary absence from the city, or during the city manager's disability.

(b) In the event of a vacancy in the office of city manager, the mayor may designate a person, including himself, as acting city manager, who shall exercise all powers, duties, and functions of the city manager until a city manager is appointed.

SECTION 3.08.

City attorney.

The mayor shall appoint the city attorney subject to confirmation by two council members. The Mayor may appoint any assistant city attorneys or special city attorneys as may be deemed appropriate. The rates or salary paid to any city attorney or assistant city attorney shall be approved in advance by the city council. The city attorney shall be responsible for representing and defending the city in all litigation in which the city is a party; may be the prosecuting officer in the municipal court; shall attend the meetings of the city council as directed; shall advise the city council, mayor, other officers, and employees of the city concerning legal aspects of the city's affairs; and shall perform such other duties as may be required by virtue of his or her position as city attorney. The city attorney shall review all contracts of the city but shall not have the power to bind the city unless authorized by resolution of the city council.

SECTION 3.09.

City clerk.

The mayor shall appoint a city clerk subject to confirmation by two councilmembers to keep a journal of the proceedings of the city council; to maintain in a safe place all records and documents pertaining to the affairs of the city; and to perform such duties as may be required by law or ordinance or as the mayor or city manager may direct. The city clerk shall be supervised and guided by the mayor and the city manager.

SECTION 3.10.

Tax collector.

The mayor may appoint a tax collector to collect all taxes, licenses, fees, and other moneys belonging to the city subject to the provisions of this charter and the ordinances of the city; and the tax collector shall diligently comply with and enforce all general laws of Georgia relating to the collection, sale, or foreclosure of taxes by municipalities.

SECTION 3.11.

City accountant.

The mayor may appoint a city accountant to perform the duties of an accountant.

SECTION 3.12.

City internal auditor.

The city council shall appoint an internal auditor to audit the financial records and expenditures of city funds and to report the results of such audits in writing to the city

council at times and intervals set by the city council but no less than quarterly. Such audit reports shall, at a minimum, identify all city expenditures and other financial matters that the internal auditor either determines are not in compliance with or cannot conclusively be determined to be in compliance with:

- (1) The provisions of this charter;
- (2) The applicable city budget; and
- (3) Applicable ordinances, resolutions, or other actions duly adopted or approved under the provisions of this charter.

SECTION 3.13.

Chief Operations Officer

(a) The mayor may appoint, an officer whose title shall be the "chief operations officer." The chief operations officer shall be appointed without regard to political beliefs and solely on the basis of his or her education and experience in the accepted competencies and practices of local government public works and public safety. The chief operations officer need not be a resident of the City of Stonecrest. The chief operations officer shall be supervised and directed by the Mayor and shall have the power, and it shall be his or her duty to:

- (1) Appoint and employ all necessary employees of the department of public works and the department of public safety;
- (2) Remove employees appointed and employed under paragraph (1) of this section, without the consent of the city council or city manager and without assigning any reason therefor;
- (3) Exercise supervision and control of the Department of Public Works and the Department of Public Safety and all divisions created or that may hereafter be created by the mayor; and

(4) Recommend to the city council, after prior review and comment by the mayor, for adoption such measures as the chief operations officer may deem necessary or expedient with respect to the department of public works and the department of public safety;

(5) See that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed and upon knowledge of any violation thereof to call the same to the attention of the city attorney, whose duty it shall be forthwith to take such steps as are necessary to protect and enforce the same; and

(6) Perform such other duties as required by ordinance or resolution of the city council.

(b) In the event of a vacancy in the office of chief operations officer, the city manager shall exercise all powers, duties, and functions of the chief operations officer until a chief operations officer is appointed.

SECTION 3.14.

Consolidation of functions.

The city manager, with the approval of the Mayor by proclamation, may consolidate any two or more of the positions of city clerk, city tax collector, and city accountant, or any other positions or may assign the functions of any one or more of such positions to the holder or holders of any other positions. The city manager may also, with the approval of the Mayor by proclamation, perform all or any part of the functions of any of the positions or offices in lieu of the appointment of other persons to perform the same.

SECTION 3.15.

Position classification and pay plans; employment at will.

The city manager shall be responsible for the preparation of a position classification and a pay plan which shall be submitted to the city council for approval. Said plan may apply to all employees of the City of Stonecrest and any of its agencies and offices. When a pay plan has been adopted by the city council, neither the city council nor the city manager shall increase or decrease the salaries of individual employees except in conformity with such pay plan or pursuant to an amendment of such pay plan duly adopted by the city council. Except as otherwise provided in this charter, all employees of the city shall be subject to removal or discharge, with or without cause, at any time.

ARTICLE IV MUNICIPAL COURT

SECTION 4.01.

Creation.

There is established a court to be known as the Municipal Court of the City of Stonecrest which shall have jurisdiction and authority to try offenses against the laws and ordinances of such city and to punish for a violation of the same. Such court shall have the power to enforce its judgments by the imposition of such penalties as may be provided by law, including ordinances of the city; to punish witnesses for nonattendance and to punish also any person who may counsel or advise, aid, encourage, or persuade another whose testimony is desired or material in any proceeding before such court to go or move beyond the reach of the process of the court; to try all offenses within the territorial limits of the city constituting traffic cases which, under the laws of Georgia, are placed within the jurisdiction of municipal courts to the extent of, and in accordance with, the provisions of

such laws and all laws subsequently enacted amendatory thereof. Such court shall be presided over by the judge of such court. In the absence or disqualification of the judge, the judge pro tempore shall preside and shall exercise the same powers and duties as the judge when so acting.

SECTION 4.02.

Judges.

(a) No person shall be qualified or eligible to serve as judge unless he or she shall have attained the age of 35 years and shall have been a member of the State Bar of Georgia for a minimum of seven years. The judges shall be appointed by the mayor. The compensation and number of the judges shall be fixed by the city council.

(b) The judge pro tempore shall serve as requested by the judge, shall have the same qualifications as the judge, shall be nominated by the mayor subject to approval of the city council, and shall take the same oath as the judge.

(c) Before entering on the duties of his or her office, the judge and judge pro tempore shall take an oath before an officer duly authorized to administer oaths in this state declaring that he or she will truly, honestly, and faithfully discharge the duties of his or her office to the best of his or her ability without fear, favor, or partiality. The oath shall be entered upon the minutes of the city council.

(d) The judge, or judge pro tempore, shall serve for a term of four years but may be removed from the position by a vote of the all councilmember or shall be removed upon action taken by the state Judicial Qualifications Commission for:

- (1) Willful misconduct in office;
- (2) Willful and persistent failure to perform duties;
- (3) Habitual intemperance;

- (4) Conduct prejudicial to the administration of justice which brings the judicial office into disrepute; or
- (5) Disability seriously interfering with the performance of duties, which is or is likely to become of a permanent character.

SECTION 4.03.

Convening.

The municipal court shall be convened at such times as designated by ordinance or at such times as deemed necessary by the judge to keep current the dockets thereof.

SECTION 4.04.

Jurisdiction; powers.

- (a) The municipal court shall try and punish for crimes against the City of Stonecrest and for violation of its ordinances. The municipal court may fix punishment for offenses within its jurisdiction to the fullest extent allowed by state law.
- (b) The municipal court shall have authority to recommend to the city council for approval a schedule of fees to defray the cost of operation.
- (c) The municipal court shall have authority to establish bail and recognizances to ensure the presence of those charged with violations before such court and shall have discretionary authority to accept cash or personal or real property as security for appearances of persons charged with violations. Whenever any person shall give bail for his or her appearance and shall fail to appear at the time fixed for trial, the bond shall be forfeited to the judge presiding at such time and an execution issued thereon by serving the defendant and his or her sureties with a rule nisi at least two days before a hearing on the rule nisi. In the event that cash or property is accepted in lieu of bond for security for

the appearance of a defendant at trial, and if such defendant fails to appear at the time and place fixed for trial, the cash so deposited shall be on order of the judge declared forfeited to the City of Stonecrest, or the property so deposited shall have a lien against it for the value forfeited.

(d) The municipal court shall have the authority to bind prisoners over to the appropriate court when it appears, by probable cause, that a state law has been violated.

(e) The municipal court shall have the authority to administer oaths and to perform all other acts necessary or proper to the conduct of said court.

(f) The municipal court may compel the presence of all parties necessary to a proper disposal of each case by the issuance of summons, subpoena, and warrants which may be served as executed by any officer as authorized by this charter or by state law.

(g) The municipal court is specifically vested with all of the judicial jurisdiction and judicial powers throughout the entire area of the City of Stonecrest granted by state laws generally to municipal courts, and particularly by such laws as authorize the abatement of nuisances.

SECTION 4.05.

Certiorari.

The right of certiorari from the decision and judgment of the municipal court shall exist in all criminal cases and ordinance violation cases, and such certiorari shall be obtained under the sanction of a judge of the Superior Court of DeKalb County under the laws of the State of Georgia regulating the granting and issuance of writs of certiorari, as supplemented by the city council by ordinance.

SECTION 4.06.

Rules for court.

With the approval of the city council, the judges shall have full power and authority to make reasonable rules and regulations necessary and proper to secure the efficient and successful administration of the municipal court.

ARTICLE V
FINANCE AND FISCAL

SECTION 5.01.

Fiscal year.

The city council shall set the fiscal year by ordinance. Such fiscal year shall constitute the budget year and the year for financial accounting and reporting of each and every office, department or institution, agency, and activity of the city government, unless otherwise provided by state or federal law.

SECTION 5.02.

Preparation of budgets.

The city council shall provide, by ordinance, the procedures and requirements for the preparation and execution of an annual operating budget and a capital budget, including requirements as to the scope, content, and form of such budgets and programs.

SECTION 5.03.

Submission of operating budget to city council.

(a) On or before a date fixed by the city council, but no later than the first day of the tenth month of the fiscal year currently ending, the city manager shall, after input, review,

and comment by the mayor, submit to the city council a proposed operating budget and capital budget for the ensuing fiscal year. The budget shall be accompanied by a message from the mayor and city manager containing a statement of the general fiscal policies of the city, the important features of the budget, explanations of major changes recommended for the next fiscal year, a general summary of the budget, and such other comments and information as they may deem pertinent. The operating budget, capital budget, the budget message, and all supporting documents shall be filed in the office of the city manager and shall be open to public inspection.

(b) Beginning in the third year of the city's operation, the city manager and mayor are required to present to the city council a budget which is balanced in projected spending and revenues.

(c) Prior to passage of the budget, the city council shall hold a special public hearing at which the budget will be presented and public comment on the budget will be solicited. The date, time, and place of the special public hearing shall be announced no less than 30 days prior to the scheduled date for such hearing.

(d) All unencumbered balances of appropriations in the current operating budget at the end of the fiscal year shall lapse into the unappropriated surplus or reserves of the fund or funds from which such appropriations were made. When a supplemental appropriation is certified by the city manager to exist, these appropriations may be spent during the current fiscal year following passage of a supplemental appropriation ordinance.

SECTION 5.04.

Action by city council on budget.

(a) The city council may amend the operating budget or capital budget proposed by the city manager in accordance with subsection (a) of Section 5.03 of this charter, except that the budget, as finally amended and adopted, shall provide for all expenditures required by

law or by other provisions of this charter and for all debt service requirements for the ensuing fiscal year; and the total appropriations from any fund shall not exceed the estimated fund balance, reserves, and revenues constituting the fund availability of such fund.

(b) The city council shall adopt a budget on or before the first day of the eleventh month of the fiscal year currently ending. If the city council fails to adopt the budget by the prescribed deadline, the operating budget and capital budget proposed by the mayor and city manager shall be adopted without further action by the city council.

SECTION 5.05.

Procurement and property management.

No contract with the city shall be binding on the city unless it is in writing. The city council may adopt procedures for the authorization of certain contracts without city attorney review or city council approval. Absent the foregoing, no contract with the city shall be binding on the city unless:

- (1) It is drawn or submitted and reviewed by the city attorney and, as a matter of course, is signed by the city attorney to indicate such drafting or review; and
- (2) It is made or authorized by the city council and such approval is entered in the city council journal of proceedings.

SECTION 5.06.

Purchasing.

The city council shall by ordinance prescribe procedures for a system of centralized purchasing for the city.

SECTION 5.07.

Audits.

- (a) There shall be an annual independent audit of all city accounts, funds, and financial transactions by a certified public accountant selected by the city council. The audit shall be conducted according to generally accepted accounting principles. Any audit of any funds by the state or federal government may be accepted as satisfying the requirements of this charter. Copies of all audit reports shall be available at printing cost to the public.
- (b) As a minimum, all audits and budgets of the city shall satisfy the requirements of Chapter 81 of Title 36 of the O.C.G.A. relating to local government audits and budgets.

SECTION 5.08.

Homestead exemption; freeze.

- (a) As used in this section, the term:
- (1) "Ad valorem taxes for municipal purposes" means all municipal ad valorem taxes for municipal purposes levied by, for, or on behalf of the City of Stonecrest, including, but not limited to, ad valorem taxes to pay interest on and to retire municipal bonded indebtedness.
 - (2) "Base year" means the taxable year immediately preceding the taxable year in which the exemption under this section is first granted to the most recent owner of such homestead.
 - (3) "Homestead" means homestead as defined and qualified in Code Section 48-5-40 of the O.C.G.A., as amended, with the additional qualification that it shall include not more than five contiguous acres of homestead property.
- (b) Each resident of the City of Stonecrest is granted an exemption on that person's homestead from City of Stonecrest ad valorem taxes for municipal purposes in an amount equal to the amount by which the current year assessed value of that homestead exceeds

the base year assessed value of that homestead. This exemption shall not apply to taxes assessed on improvements to the homestead or additional land that is added to the homestead after January 1 of the base year. If any real property is added to or removed from the homestead, the base year assessed value shall be adjusted to reflect such addition or removal, and the exemption shall be recalculated accordingly. The value of that property in excess of such exempted amount shall remain subject to taxation.

(c) A person shall not receive the homestead exemption granted by subsection (b) of this section unless the person or person's agent files an application with the governing authority of the City of Stonecrest, or the designee thereof, giving such information relative to receiving such exemption as will enable the governing authority of the City of Stonecrest, or the designee thereof, to make a determination regarding the initial and continuing eligibility of such owner for such exemption. The governing authority of the City of Stonecrest, or the designee thereof, shall provide application forms for this purpose.

(d) The exemption shall be claimed and returned as provided in Code Section 48-5-50.1 of the O.C.G.A., as amended. The exemption shall be automatically renewed from year to year so long as the owner occupies the residence as a homestead. After a person has filed the proper application as provided in subsection (c) of this section, it shall not be necessary to make application thereafter for any year, and the exemption shall continue to be allowed to such person. It shall be the duty of any person granted the homestead exemption under subsection (b) of this section to notify the governing authority of the City of Stonecrest, or the designee thereof, in the event that person for any reason becomes ineligible for that exemption.

(e) The exemption granted by subsection (b) of this section shall not apply to or affect state ad valorem taxes, county ad valorem taxes for county purposes, or county or independent school district ad valorem taxes for educational purposes. The homestead exemption granted by subsection (b) of this section shall be in addition to and not in lieu

of any other homestead exemption applicable to municipal ad valorem taxes for municipal purposes.

(f) The exemption granted by subsection (b) of this section shall apply only to taxable years 2017 through 2019. Unless renewed or extended by subsequent Act of the General Assembly, the exemption granted by subsection (b) of this section shall not apply to taxable year 2020 or any subsequent taxable year.

SECTION 5.09.

Homestead exemption; senior citizens; disabled.

(a) As used in this section, the term:

(1) "Ad valorem taxes for municipal purposes" means all ad valorem taxes for municipal purposes levied by, for, or on behalf of the City of Stonecrest, including, but not limited to, any ad valorem taxes to pay interest on and to retire municipal bonded indebtedness.

(2) "Homestead" means homestead as defined and qualified in Code Section 48-5-40 of the O.C.G.A., as amended.

(3) "Income" means Georgia taxable net income determined pursuant to Chapter 7 of Title 48 of the O.C.G.A., as amended, for state income tax purposes, except income shall not include income received as retirement, survivor, or disability benefits under the federal Social Security Act or under any other public or private retirement, disability, or pension system, except such income which is in excess of the maximum amount authorized to be paid to an individual and such individual's spouse under the federal Social Security Act. Income from such sources in excess of such maximum amount shall be included as income for the purposes of this Act.

(4) "Senior citizen" means a person who is 65 years of age or over on or before January 1 of the year in which application for the exemption under subsection (b) of this section is made.

(b) Each resident of the City of Stonecrest who is disabled or is a senior citizen is granted an exemption on that person's homestead from City of Stonecrest ad valorem taxes for municipal purposes in the amount of \$14,000.00 of the assessed value of that homestead. The exemption granted by this subsection shall only be granted if that person's income, together with the income of the spouse who also occupies and resides at such homestead, does not exceed \$15,000.00 for the immediately preceding year. The value of that property in excess of such exempted amount shall remain subject to taxation.

(c)(1) In order to qualify for the exemption provided for in subsection (b) of this section due to being disabled, the person claiming such exemption shall be required to obtain a certificate from not more than three physicians licensed to practice medicine under Chapter 34 of Title 43 of the O.C.G.A., as amended, certifying that, in the opinion of such physician or physicians, such person is mentally or physically incapacitated to the extent that such person is unable to be gainfully employed and that such incapacity is likely to be permanent. Such certificate or certificates shall constitute part of and be submitted with the application provided for in paragraph (2) of this subsection.

(2) A person shall not receive the homestead exemption granted by subsection (b) of this section unless the person or person's agent files an application with the governing authority of the City of Stonecrest, or the designee thereof, giving the person's age, income, and such additional information relative to receiving such exemption as will enable the governing authority of the City of Stonecrest, or the designee thereof, to make a determination regarding the initial and continuing eligibility of such owner for such exemption. The governing authority of the City of Stonecrest, or the designee thereof, shall provide application forms for this purpose.

(d) The exemption shall be claimed and returned as provided in Code Section 48-5-50.1 of the O.C.G.A., as amended. The exemption shall be automatically renewed from year to year so long as the owner occupies the residence as a homestead. After a person has filed the proper application, as provided in subsection (c) of this section, it shall not be necessary to make application thereafter for any year and the exemption shall continue to be allowed to such person. It shall be the duty of any person granted the homestead exemption under subsection (b) of this section to notify the governing authority of the City of Stonecrest, or the designee thereof, in the event that person for any reason becomes ineligible for that exemption.

(e) The exemption granted by subsection (b) of this section shall not apply to or affect state ad valorem taxes, county ad valorem taxes for county purposes, or county or independent school district ad valorem taxes for educational purposes. The homestead exemption granted by subsection (b) of this section shall be in addition to and not in lieu of any other homestead exemption applicable to municipal ad valorem taxes for municipal purposes.

(f) The exemption granted by subsection (b) of this section shall apply to all taxable years beginning on or after January 1, 2017.

SECTION 5.10.

Homestead exemption; general.

(a) As used in this section, the term:

(1) "Ad valorem taxes for municipal purposes" means all ad valorem taxes for municipal purposes levied by, for, or on behalf of the City of Stonecrest, including, but not limited to, any ad valorem taxes to pay interest on and to retire municipal bonded indebtedness.

- (2) "Homestead" means homestead as defined and qualified in Code Section 48-5-40 of the O.C.G.A., as amended.
- (b) Each resident of the City of Stonecrest is granted an exemption on that person's homestead from City of Stonecrest ad valorem taxes for municipal purposes in the amount of \$10,000.00 of the assessed value of that homestead. The value of that property in excess of such exempted amount shall remain subject to taxation.
- (c) A person shall not receive the homestead exemption granted by subsection (b) of this section unless the person or person's agent files an application with the governing authority of the City of Stonecrest, or the designee thereof, giving such information relative to receiving such exemption as will enable the governing authority of the City of Stonecrest, or the designee thereof, to make a determination regarding the initial and continuing eligibility of such owner for such exemption. The governing authority of the City of Stonecrest, or the designee thereof, shall provide application forms for this purpose.
- (d) The exemption shall be claimed and returned as provided in Code Section 48-5-50.1 of the O.C.G.A., as amended. The exemption shall be automatically renewed from year to year so long as the owner occupies the residence as a homestead. After a person has filed the proper application, as provided in subsection (c) of this section, it shall not be necessary to make application thereafter for any year and the exemption shall continue to be allowed to such person. It shall be the duty of any person granted the homestead exemption under subsection (b) of this section to notify the governing authority of the City of Stonecrest, or the designee thereof, in the event that person for any reason becomes ineligible for that exemption.
- (e) The exemption granted by subsection (b) of this section shall not apply to or affect state ad valorem taxes, county ad valorem taxes for county purposes, or county or independent school district ad valorem taxes for educational purposes. The homestead exemption granted by subsection (b) of this section shall be in addition to and not in lieu

of any other homestead exemption applicable to municipal ad valorem taxes for municipal purposes.

(f) The exemption granted by subsection (b) of this section shall apply to all taxable years beginning on or after January 1, 2017.

SECTION 5.11.

Homestead exemption; surviving spouses.

(a) As used in this section, the term:

(1) "Ad valorem taxes for municipal purposes" means all ad valorem taxes for municipal purposes levied by, for, or on behalf of the City of Stonecrest, including, but not limited to, ad valorem taxes to pay interest on and to retire municipal bonded indebtedness.

(2) "designee" shall mean DeKalb County, Georgia.

(2) "Homestead" means homestead as defined and qualified in Code Section 48-5-40 of the O.C.G.A., as amended.

(3) "Unremarried surviving spouse" of a member of the armed forces includes the unmarried widow or widower of a member of the armed forces who is receiving spousal benefits from the United States Department of Veterans Affairs.

(b) Any person who is a resident of the City of Stonecrest and who is an unremarried surviving spouse of a member of the armed forces of the United States, which member has been killed in or has died as a result of any war or armed conflict in which the armed forces of the United States engaged, whether under United States command or otherwise, shall be granted a homestead exemption from all City of Stonecrest ad valorem taxation for municipal purposes in the amount of the greater of \$32,500.00 or the maximum amount which may be granted to a disabled veteran under Section 2102 of Title 38 of the United States Code, as amended. As of January 1, 2013, the maximum amount which

may be granted to a disabled veteran under Section 2102 of Title 38 of the United States Code, as amended, is \$50,000.00. The exemption shall be on the homestead which the unremarried surviving spouse owns and actually occupies as a residence and homestead. In the event such surviving spouse remarries, such person shall cease to be qualified to continue the exemption under this Act effective December 31 of the taxable year in which such person remarries. The value of all property in excess of such exemption granted to such unremarried surviving spouse shall remain subject to taxation.

(c) In order to qualify for the exemption provided for in this Act, the unremarried surviving spouse shall furnish to the governing authority of the City of Stonecrest, or the designee thereof, documents from the Secretary of Defense evidencing that such unremarried surviving spouse receives spousal benefits as a result of the death of such person's spouse who as a member of the armed forces of the United States was killed or died as a result of a war or armed conflict while on active duty or while performing authorized travel to or from active duty during such war or armed conflict in which the armed forces of the United States engaged, whether under United States command or otherwise, pursuant to the Survivor Benefit Plan under Subchapter II of Chapter 73 of Title 10 of the United States Code or pursuant to any preceding or subsequent federal law which provides survivor benefits for spouses of members of the armed forces who were killed or who died as a result of any war or armed conflict.

(d) An unremarried surviving spouse filing for the exemption under this section shall be required to file with the governing authority of the City of Stonecrest, or the designee thereof, information relative to marital status and other such information which the governing authority of the City of Stonecrest, or the designee thereof, deems necessary to determine eligibility for the exemption. Each unremarried surviving spouse shall file for the exemption only once with the governing authority of the City of Stonecrest or the designee thereof. Once filed, the exemption shall automatically be renewed from year to year, except that the governing authority of the City of Stonecrest or the designee thereof

may require annually that the holder of an exemption substantiate his or her continuing eligibility for the exemption. It shall be the duty of any person granted the homestead exemption under this section to notify the governing authority of the City of Stonecrest or the designee thereof in the event that person for any reason becomes ineligible for such exemption.

(e) The exemption granted by this section shall be in lieu of and not in addition to any other exemption from ad valorem taxation for municipal purposes which is equal to or lower in amount than such exemption granted by this section. If the amount of any other exemption from ad valorem taxation for municipal purposes applicable to any resident qualifying under this section is greater than or is increased to an amount greater than the amount of the applicable exemption granted by this section, such other exemption shall apply and shall be in lieu of and not in addition to the exemption granted by this section.

(f) The exemptions granted by this section shall apply to all tax years beginning on or after January 1, 2017.

SECTION 5.12.

Homestead exemption; one mill equivalent.

(a) As used in this section, the term:

(1) "Ad valorem taxes for municipal purposes" means all ad valorem taxes for municipal purposes levied by, for, or on behalf of the City of Stonecrest, including, but not limited to, any ad valorem taxes to pay interest on and to retire municipal bonded indebtedness.

(2) "Homestead" means homestead as defined and qualified in Code Section 48-5-40 of the O.C.G.A., as amended.

(b) Each resident of the City of Stonecrest is granted an exemption on that person's homestead from City of Stonecrest ad valorem taxes for municipal purposes in an amount

that provides the dollar equivalent of a one mill reduction of the millage rate applicable to the homestead property with respect to ad valorem taxes for municipal purposes for the taxable year. The value of that property in excess of such exempted amount shall remain subject to taxation.

(c) A person shall not receive the homestead exemption granted by subsection (b) of this section unless the person or person's agent files an application with the governing authority of the City of Stonecrest or the designee thereof giving such information relative to receiving such exemption as will enable the governing authority of the City of Stonecrest or the designee thereof to make a determination regarding the initial and continuing eligibility of such owner for such exemption. The governing authority of the City of Stonecrest or the designee thereof shall provide application forms for this purpose.

(d) The exemption shall be claimed and returned as provided in Code Section 48-5-50.1 of the O.C.G.A., as amended. The exemption shall be automatically renewed from year to year so long as the owner occupies the residence as a homestead. After a person has filed the proper application, as provided in subsection (c) of this section, it shall not be necessary to make application thereafter for any year and the exemption shall continue to be allowed to such person. It shall be the duty of any person granted the homestead exemption under subsection (b) of this section to notify the governing authority of the City of Stonecrest or the designee thereof in the event that person for any reason becomes ineligible for that exemption.

(e) The exemption granted by subsection (b) of this section shall not apply to or affect state ad valorem taxes, county ad valorem taxes for county purposes, or county or independent school district ad valorem taxes for educational purposes. The homestead exemption granted by subsection (b) of this section shall be in addition to and not in lieu of any other homestead exemption applicable to municipal ad valorem taxes for municipal purposes.

(f) The exemption granted by subsection (b) of this section shall apply to all taxable years beginning on or after January 1, 2017.

ARTICLE VI
GENERAL PROVISIONS

SECTION 6.01.

DeKalb County special services tax district.

For the taxable years beginning on or after January 1, 2017, the adjusted ad valorem tax millage rate and amount for service charges or fees for and DeKalb County special services tax district within the boundaries of the City Stonecrest shall be zero percent. This section is enacted pursuant to the authority granted to the General Assembly under Section 1 of that local constitutional amendment providing that certain municipalities in DeKalb County shall constitute special services tax districts, Resolution Act. No. 168; House Resolution No. 715-1916; Ga. L. 1978, p. 2468, to control the subject matter of such local constitutional amendment. Municipal services provided by DeKalb County for the City of Stonecrest will be established through intergovernmental agreements or established as otherwise authorized by statute.

SECTION 6.02.

Referendum and initial election.

(a) Unless prohibited by the federal Voting Rights Act of 1965, as amended, the election superintendent of DeKalb County shall call a special election for the purpose of submitting this Act to the qualified voters of the proposed City of Stonecrest for approval or rejection. The superintendent shall set November 3, 2015, as the date of such election.

The superintendent shall issue the call for such election at least 30 days prior to the date thereof. The superintendent shall cause the date and purpose of the election to be published once a week for two weeks immediately preceding the date thereof in the official organ of DeKalb County. The ballot shall have written or printed thereon the words:

"() YES Shall the Act incorporating the City of Stonecrest in DeKalb County
() NO according to the charter contained in the Act and the homestead
exemptions described in the Act be approved?"

All persons desiring to vote for approval of the Act shall vote "Yes," and all persons desiring to vote for rejection of the Act shall vote "No." If more than one-half of the votes cast on such question are for approval of the Act, it shall become of full force and effect as provided in this charter, otherwise it shall be void and of no force and effect. The initial expense of such election shall be borne by DeKalb County. Within two years after the elections if the incorporation is approved, the City of Stonecrest shall reimburse DeKalb County for the actual cost of printing and personnel services for such election and for the initial election of the mayor and councilmembers pursuant to Section 2.02 of this charter. It shall be the duty of the superintendent to hold and conduct such election. It shall be his or her further duty to certify the result thereof to the Secretary of State.

(b) For the purposes of the referendum election provided for in subsection (a) of this section and for the purposes of the special election of the City of Stonecrest to be held in conjunction with and on the date of the 2016 presidential preference primary, the qualified electors of the City of Stonecrest shall be those qualified electors of DeKalb County residing within the corporate limits of the City of Stonecrest as described by Appendix A of this charter. At subsequent municipal elections, the qualified electors of the City of Stonecrest shall be determined pursuant to the authority of Chapter 2 of Title 21 of the O.C.G.A. known as the "Georgia Election Code."

(c) Only for the purposes of holding and conducting the referendum election provided for by subsection (a) of this section and holding and conducting the special election of the City of Stonecrest to be held on the date of the 2016 presidential preference primary, the election superintendent of DeKalb County is vested with the powers and duties of the election superintendent of the City of Stonecrest and the powers and duties of the governing authority of the City of Stonecrest.

SECTION 6.03.

Effective dates and transition.

(a) The initial mayor and councilmembers shall take the oath of office the next business day after certification of the election of such officers, and by action of any four members of the governing authority may, meet and take actions binding on the city.

(b) A period of time will be needed for an orderly transition of various government functions from DeKalb County to the City of Stonecrest. Accordingly there shall be a two-year transition period as allowed by law beginning at 12:01 A.M. on July 1, 2016.

(c) During such transition period, DeKalb County shall continue to provide within the territorial limits of the city all government services and functions which DeKalb County provided in 2016 and at the same actual direct cost and level of service, except to the extent otherwise provided in this section; provided, however, that upon at least 30 days' prior written notice to the governing authority of DeKalb County by the governing authority of the City of Stonecrest, responsibility for any such service or function shall be transferred to the City of Stonecrest. The governing authority of the City of Stonecrest shall determine the date of commencement of collection of taxes, fees, assessments, fines and forfeitures, and other moneys within the territorial limits of the city and the date upon which the City of Stonecrest is considered removed from the special services tax district.

(d) During the transition period, the governing authority of the City of Stonecrest may generally exercise any power granted by this charter or general law, except to the extent that

a power is specifically and integrally related to the provision of a governmental service, function, or responsibility not yet provided or carried out by the city.

(e) During the transition period, all ordinances of DeKalb County shall remain applicable within the territorial limits of the city unless otherwise amended, repealed, or replaced by the City of Stonecrest. Any transfer of jurisdiction to the City of Stonecrest during or at the end of the transition period shall not in and of itself abate any judicial proceeding pending in DeKalb County or the pending prosecution of any violation of any ordinance of DeKalb County.

(f) During the transition period, the governing authority of the City of Stonecrest may at any time, without the necessity of any agreement by DeKalb County, commence to exercise its planning and zoning powers; provided, however, that the city shall give the county notice of the date on which the city will assume the exercise of such powers. Upon the governing authority of the City of Stonecrest commencing to exercise its planning and zoning powers, the Municipal Court of the City of Stonecrest shall immediately have jurisdiction to enforce the planning and zoning ordinances of the city. The provisions of this subsection shall control over any conflicting provisions of any other subsection of this section.

(g) Effective upon the termination of the transition period, subsections (b) through (f) of this section shall cease to apply except for the last sentence of subsection (e) which shall remain effective. Effective upon the termination of the transition period, the City of Stonecrest shall be a full functioning municipal corporation and subject to all general laws of this state.

SECTION 6.04.

Directory nature of dates.

It is the intention of the General Assembly that this Act be construed as directory rather than mandatory with respect to any date prescribed in this Act. If it is necessary to delay any action called for in this Act for providential cause, delay in securing approval under the federal Voting Rights Act, or any other reason, it is the intention of the General Assembly that the action be delayed rather than abandoned. Any delay in performing any action under this Act, whether for cause or otherwise, shall not operate to frustrate the overall intent of this Act. Without limiting the generality of the foregoing, it is specifically provided that if it is not possible to hold the referendum election provided for in Section 6.02 of this Act on the date specified in that section, then such referendum shall be held as soon thereafter as is reasonably practicable but not later than 45 days after securing approval under the federal Voting Rights Act. If the referendum election provided for in Section 6.02 of this Act is conducted on or before November 3, 2015, the special election for the initial members of the governing authority shall be conducted on the date specified in Section 2.02 of this Act. If the referendum election provided for under Section 6.02 of this Act is conducted after November 3, 2015, then the special election for the initial members of the governing authority shall be held as soon thereafter as is reasonably practicable, and the commencement of the initial terms of office shall be delayed accordingly. If the first election provided for in Section 2.02 of this Act occurs after the Tuesday following the date of the 2016 presidential preference primary, the city council shall be authorized to delay the dates otherwise specified in Section 6.03 of this Act.

SECTION 6.05.

Charter commission.

No later than five years after the inception of the City of Stonecrest, the mayor and the city council shall call for a charter commission to review the city's experience and recommend to the General Assembly any changes to the charter. Members of the charter commission shall be appointed as follows: one by the mayor, one by each member of the city council, and one member appointed by a vote of the members of the Georgia House of Representatives and Georgia Senate whose districts lie wholly or partially within the corporate boundaries of the City of Stonecrest. All members of the charter commission shall reside in the City of Stonecrest. The commission shall complete the recommendations within the time frame required by the city council.

SECTION 6.06.

Severability.

In the event any section, subsection, sentence, clause, or phrase of this Act shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, subsections, sentences, clauses, or phrases of this Act, which shall remain of full force and effect, as if the section, subsection, sentence, clause, or phrase so declared or adjudged invalid or unconstitutional were not originally a part hereof. The General Assembly hereby declares that it would have passed the remaining parts of this Act if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SECTION 6.07.

Effective date.

This Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 6.08.

Repealer.

All laws and parts of laws in conflict with this Act are repealed.

APPENDIX A

LEGAL DESCRIPTION

CORPORATE LIMITS

CITY OF STONECREST, DEKALB COUNTY, GEORGIA

All that tract or parcel of land lying and being in the __th and __th Land Districts of DeKalb County, Georgia, and more particularly described as follows:

The above-described Corporate Limits for the proposed City of Stonecrest contains an area of ____ square miles, more or less, has a perimeter of ____ miles more or less, and are shown more fully on the map entitled Proposed City of Stonecrest, DeKalb County, Georgia, Stonecrest-prop4-2014.

APPENDIX B - PART 1

LEGAL DESCRIPTION
COUNCIL DISTRICT 1 CITY LIMITS
CITY OF STONECREST, DEKALB COUNTY, GEORGIA

All that tract or parcel of land lying and being in Land Lot _____ . . . and being more particularly described as follows:

The above-described Council District Number 1 Limits for the proposed City of Stonecrest contains an area of _____ square miles more or less, with a perimeter of _____ miles more or less.

APPENDIX B - PART 2

LEGAL DESCRIPTION

COUNCIL DISTRICT 2 CITY LIMITS

CITY OF STONECREST, DEKALB COUNTY, GEORGIA

All that tract or parcel of land lying and being in Land Lot _____ . . . and being more particularly described as follows:

The above-described Council District Number 2 Limits for the proposed City of Stonecrest contains an area of ____ square miles, more or less, with a perimeter of ____ miles more or less.

APPENDIX B - PART 3

LEGAL DESCRIPTION
COUNCIL DISTRICT 3 CITY LIMITS
CITY OF STONECREST, DEKALB COUNTY, GEORGIA

All that tract or parcel of land lying and being in Land Lot _____ . . . and being more particularly described as follows:

The above-described Council District Number 3 Limits for the proposed City of Stonecrest contains an area of _____ square miles, more or less, with a perimeter of _____ miles more or less.

APPENDIX B - PART 4

LEGAL DESCRIPTION

COUNCIL DISTRICT 4 CITY LIMITS

CITY OF STONECREST, DEKALB COUNTY, GEORGIA

All that tract or parcel of land lying and being in Land Lot _____ . . . and being more particularly described as follows:

The above-described Council District Number 4 Limits for the proposed City of Stonecrest contains an area of ____ square miles, more or less, with a perimeter of ____miles more or less.

APPENDIX B - PART 5

LEGAL DESCRIPTION
COUNCIL DISTRICT 5 CITY LIMITS
CITY OF STONECREST, DEKALB COUNTY, GEORGIA

All that tract or parcel of land lying and being in Land Lot _____ . . . and being more particularly described as follows:

The above-described Council District Number 5 Limits for the proposed City of Stonecrest contains an area of ____ square miles, more or less, with a perimeter of ____miles more or less.

APPENDIX C

CERTIFICATE AS TO MINIMUM STANDARDS
FOR INCORPORATION OF A NEW MUNICIPAL CORPORATION

I, [] and the author of this bill introduced at the 2015 session of the General Assembly of Georgia, which grants an original municipal charter to the City of Stonecrest, do hereby certify that this bill is in compliance with the minimum standards required by Chapter 31 of Title 36 of the O.C.G.A. in that the area embraced within the original incorporation in this bill is in all respects in compliance with the minimum standards required by Chapter 31 of Title 36 of the O.C.G.A. This certificate is executed to conform to the requirements of Code Section 36-31-5 of the O.C.G.A.

So certified this _____ day of _____, 2015.

Honorable []
Representative, [] District
Georgia House of Representatives



CITY COUNCIL AGENDA ITEM

SUBJECT: MAYOR AND COUNCIL TEAM COMMITMENT STATEMENT

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: 10/30/2017 Work Session: 11/01/2017 Council Meeting: 11/06/2017

SUBMITTED BY: City Manager

PURPOSE: Attached is the Team Commitment Statement and information from the Council Retreat.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:



City of Stonecrest Mayor & City Council

Team Commitment Statement

OUR VISION STATEMENT

Community, commerce and culture working together as a world class city

OUR COMMITMENT IS TO ...

- Be a city of action!
- Provide quality service in a fiscally-responsible manner
- Establish a culture of excellent customer service
- Integrate trending and progressive technology to benefit community and commercial value
- Foster an informed and engaged community with truthful, timely, and two-way communication
- Develop a roadmap for the City that is collaborate, comprehensive and flexible
- Build a brand that promotes and reflects our vision



STONECREST VALUES

Beauty | Green Space | Customer Service | Flourishing Business & Families | Feeling of Home

HOW WE WORK

Team Behavior

- Assume best intentions
- Behave in a way that inspires trust
- Focus on the City as well as the District
- Show mutual respect and be sensitive to preferences
- Stay positive

Communication Approach

- Communicate ideas as early as possible
- Be aware of "temperament-based" information needs of colleagues
- Be willing to communicate with colleagues outside of official meetings
- Use variety of media to meet Mayor and City Council preferences



**Mayor & City Council
Team Commitment**

Jason Lary, Mayor

Jimmy Clanton, District 1

Rob Turner, District 2

Jazzmin Cobble, District 3

George Turner, District 4

Diane Daniels Adoma, District 5