

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

CITY COUNCIL MEETING MINUTES

November 20, 2017

10:00 a.m.

Stonecrest Library

3123 Klondike Road, Lithonia, Georgia

- I. **CALL TO ORDER:** Mayor Jason Lary
- II. **ROLL CALL:** Brenda B. James, Interim City Clerk
- III. **INVOCATION:**
- IV. **PLEDGE OF ALLEGIANCE:**
- V. **PUBLIC COMMENTS:**
- VI. **MINUTES:** Approval of Minutes of the Regular City Council Meeting of November 6, 2017
- VII. **ADOPTION OF THE CITY COUNCIL AGENDA:**
- VIII. **PUBLIC HEARING:**
 1. Zoning Amendment Petition RZ-17-0001
- IX. **AGENDA ITEMS:**

Old Business:

 2. An Ordinance to Amend Chapter 2 (Administration) to Declare the need for the creation of a Development Authority for the City of Stonecrest. **Adoption of the Ordinance**

3. An Ordinance Adopting Chapter 9 (Municipal Court) of the City of Stonecrest.
Adoption of the Ordinance
4. An Ordinance to Adopt Article IV—Cable Television Franchises in Chapter 8
Adoption of the ordinance

New Business:

5. Ratification of an Ordinance Adopting Chapter 24, Taxation, Article 1 to Adopt Insurance License Fees and Premium Tax Regulations
6. Ordinance Adopting Article VII, Excise Tax on Rental Motor Vehicles of Chapter 24-Taxation- **First Read**
7. Acceptance of the Certification of Election Returns Results from Dekalb County for the November 7, 2017 Election
8. Resolution for the Official Holidays for 2018 for the City of Stonecrest
9. Resolution by the City of Stonecrest Authorizing the Submittal of Charter Amendment to the Dekalb Local Delegation
10. Ordinance to Amend the Charter of the City of Stonecrest
11. Ordinance to amend Chapter 4- Alcoholic Beverages to require Five Member Alcoholic Beverage Appeal Board

X. CITY MANAGER COMMENTS:

XI. CITY ATTORNEY COMMENTS:

XII. MAYOR AND COUNCIL COMMENTS:

XIII. ADJOURNMENT:

XIV. EXECUTIVE SESSION:

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

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

CITY COUNCIL MEETING MIINUTES

November 6, 2017

10:00 a.m.

Stonecrest Library

3123 Klondike Road, Lithonia, Georgia

- I. **CALL TO ORDER:** Mayor Jason called the meeting to order
- II.
- III. **ROLL CALL:** Council Members Rob Turner and Jazzmin Cobble were absent.
- IV. **INVOCATION:** Mayor Lary
- V. **PLEDGE OF ALLEGIANCE:**
- VI. **PUBLIC COMMENTS:**

Faye Coffield spoke on the changes in the Sports Complex, Comp Plan for the City of Stonecrest, Master Plan and using the name of the City of Stonecrest.
- VII. **MINUTES:**

Council Member Adoma made a motion to approve the minutes of October 16, 2017 with Council Member George Turner providing the second. **The motion carried unanimously.**
- VIII. **ADOPTION OF THE CITY COUNCIL AGENDA:**

Council Member George Turner made a motion to adopt the agenda with Council Member Clanton providing the second. **The motion carried unanimously.**

IX. PUBLIC HEARING:

1. An Ordinance to Adopt the Budget for the Calendar Year of 2017.
City Manager Michael Harris gave an overview of the budget. Council Member Clanton made a motion to open the Public Hearing on the Budget with Council Member George Turner providing the second.
The motion carried unanimously.

Speakers

One citizen inquired about the software to be used.

X. 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.

Attorney Destiny Washington gave an overview of the Ordinance to amend Chapter 2 Administration to create a Development Authority for the City of Stonecrest. **First Read Only**

3. An Ordinance Adopting Chapter 9 (Municipal Court) of the City of Stonecrest.

Attorney Destiny Washington gave an overview of the Ordinance Adopting Chapter 9 for the Municipal Court of the City of Stonecrest.
First Read Only

4. An Ordinance to Adopt Article IV—Cable Television Franchises in Chapter 8

Attorney Destine Washington gave an overview of the Ordinance to Adopt Article IV for the Cable Television Franchises. **First Read Only**

5. Approval of the Official City of Stonecrest 2017 Holidays

City Clerk Brenda James read the suggested holiday for 2017. Council Member Adoma made a motion to approve November 23rd, 24th, December 22nd, 25th and 29th as official holidays for the City of Stonecrest. Council Member George Turner provided the second. **The motion carried unanimously.**

6. Ratification of the Approval of the Proposal for the AV System for the Council Chambers

Council Member Turner made a motion to approve the contract with LMI in the amount of \$29,749.00 for the AV System. Council Member Adoma provided the second. **The motion carried unanimously.**

7. Approval of the Council Commitment Form of the Retreat

Council Member Adoma made a motion to approve the Council Vision/Mission Statement and Commitment form with Council Member Clanton providing the second. **The motion carried unanimously.**

XI. CITY MANAGER COMMENTS:

City Manager, Michael Harris said the city is working with Congressman Hank Johnson regarding the Post Office change for the City of Stonecrest. He introduced Lt. Dean the Police Liaison from Dekalb County working with Code Enforcement. He also introduced Mary Russell and Tiffany Adams staff support for the Mayor and Council.

XII. CITY ATTORNEY COMMENTS: No Comments

XIII. MAYOR AND COUNCIL COMMENTS:

Council Member Clanton had no comments.

Council Member Adoma announced at 6:00 on November 6, 2017 District 5 will be honoring the Veterans and Arabian Mountain ROTC scholars. She announced the launching of the Stonecrest Education Advisory Plan on November 17th and spoke on the continued focus of blighted properties.

Council Member Georgia Turner reminded everyone to vote.

Mayor Lary spoke on the SPLOST and how voting for it would affect our future. He announced the grand opening of City Hall on November 11th at 12:00p.m.

XIV. EXECUTIVE SESSION:

Council Member Clanton made a motion to recess into Executive Session for a personnel matter with Council Member Adoma providing the second. **The motion carried unanimously.**

Council Member Clanton made a motion to reconvene into the regular meeting with Council Member George Turner providing the second. **The motion carried unanimously.**

XV. ADJOURNMENT:

Council Member Adoma made a motion to adjourn the meeting with Council Member Clanton providing the second. **The motion carried at 12:00p.m.**

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: Zoning Amendment Petition RZ-17-0001

☐ ORDINANCE ☐ POLICY ☐ STATUS REPORT
☐ DISCUSSION ONLY ☐ RESOLUTION ☒ OTHER

Date Submitted: 11/13/17 **Work Session:** 11/15/17 **Council Meeting:** 11/20/2017

SUBMITTED BY: Nicole C.E. Dozier, Community Development Department Director

PURPOSE: Zoning Map Amendment

HISTORY: This site is .71 acres located at 2523 Panola Rd. It was originally rezoned from R-100 to Local Commercial conditional (CA-04-131) by the Dekalb County Council. The site was only allowed to be used for a hair salon and site access was subject to Development Department approval.

FACTS AND ISSUES: Applicants Rizwan Syed & Saira Niaz requested a change in existing condition to allow a medical office building. This item was heard at the 11/8/17 Planning Commission meeting.

OPTIONS: Approve; Deny; or make Alternative conditions

RECOMMENDED ACTION: Planning Commission recommends approval of petition RZ-17-0001 by (3-0) vote with the following conditions:

1. Permitted local Commercial (C-) uses are accounting office, general business office, finance office or banking office, insurance, legal office medical, real-estate office, engineering or architectural office, health service clinic and hair salon.
2. Obtain any other required permits from the City as required.
3. Access off Panola Rd will remain as approved by the Dekalb Development Department.

ATTACHMENTS:

- #1 11/8/17 Planning Commission Staff Report
- #2 Copy of CZ-04-131 Original Conditions
- #3 Planning Commission PowerPoint Presentation
- #4 Rezoning Application



PLANNING COMMISSION STAFF REPORT

MEETING DATE: NOVEMBER 8, 2017

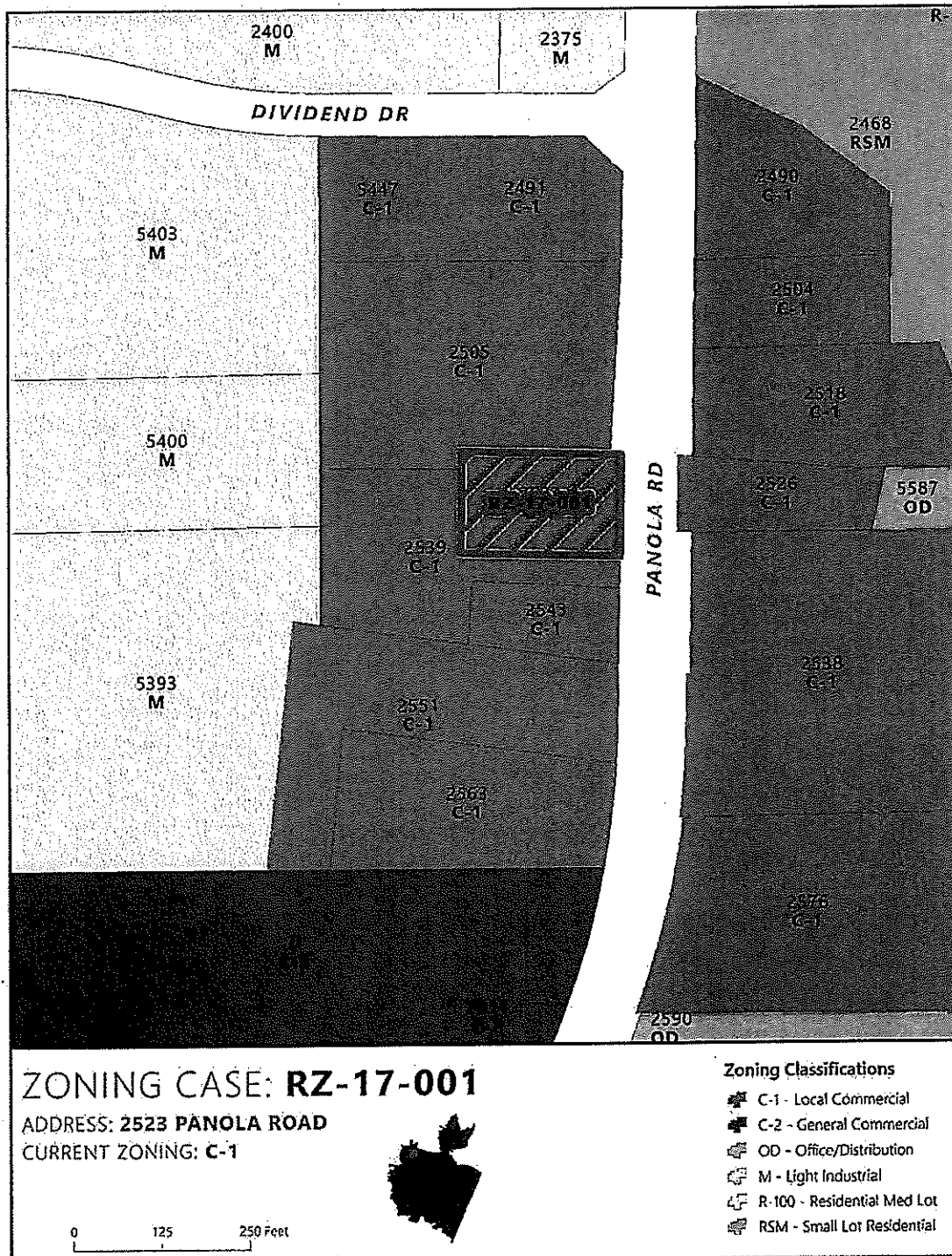
GENERAL INFORMATION

Petition Number:	RZ-17-001
Applicant:	Rizwan A. Syed
Owner:	Typhoon International
Project Location:	2523 Panola Rd Stonecrest GA
District:	District 2
Acreage:	.71 acres
Existing Zoning:	Local Commercial (C-1) Conditional
Proposed Zoning:	Local Commercial (C-1) Conditional
Proposed Development/Request:	The applicant is requesting to change a condition to allow the use of a medical office.
Staff Recommendations:	APPROVAL WITH CONDITIONS
Planning Commission:	APPROVAL WITH CONDITIONS



PLANNING COMMISSION STAFF REPORT

Zoning Map





PLANNING COMMISSION STAFF REPORT



ZONING CASE: RZ-17-001

ADDRESS: 2523 PANOLA ROAD

CURRENT ZONING: C-1



Parcel Lines
Street Pavement

0 125 250 Feet

RZ-17-001



PLANNING COMMISSION STAFF REPORT

PROJECT OVERVIEW

Originally the property was a 2,318-square foot single-family residence. The previous owner petitions DeKalb County to rezone the property to operate a hair a salon. The property was zoned C-1 (Local Community) Conditional per DeKalb County rezoning case number CZ-04-131. The only permitted use is a hair salon. The property is currently vacant and with vegetation growing around it.

Front elevation of the subject property





PLANNING COMMISSION STAFF REPORT

View from Panola Road.



The applicant is requesting a change in the condition of zoning case (CZ-04-131) that restricts the property to be used *only* as a hair salon. The applicants intend to establish a doctor office to operate at subject location. The subject site is located at 2523 Panola Road and is 0.71 acres. The subject property is located on the west side of Panola Road south of intersection with Dividend Drive. It has approximately 147 feet of frontage on Panola Road.

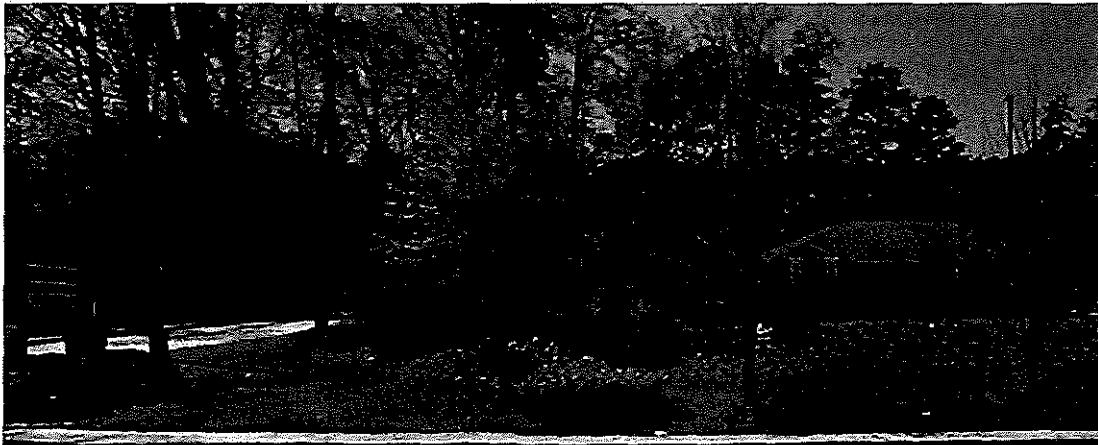
The site has minimal mature pine and hardwood vegetation with the exception of overgrown vegetation located on both side of the entrance. The topography is characterized by gentle slopes to the east. The surrounding property is characterized as residential and commercial uses.



PLANNING COMMISSION STAFF REPORT

Adjacent & Surrounding Properties	Zoning Case (Petition Number)	Land Use	Density Non-Residential (SF/Acre) Residential (Units/Acre)
Adjacent: North	C-1 (Local Commercial) Frist Lithonia Medical CZ-05-53	Commercial	n/a
Adjacent: South	C-1 (Local Commercial) BS Accounting and Tax Service Z-90-053	Commercial	n/a
Adjacent: East	C-1 (Local Commercial) Clarence Custom Collision Z-90-053	Commercial	n/a
Nearby: West	C-1 (Local Commercial) Z-88-056	Commercial	n/a

1. First Lithonia Medical Center to the North of the subject Property





PLANNING COMMISSION STAFF REPORT

2. BS Accounting and Tax Services to the South of the subject property



3. Clarence Custom Collision to the East of the subject Property





PLANNING COMMISSION STAFF REPORT

STANDARDS OF REVIEW

- **Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan.**

The policies of the Comprehensive Plan list offices and Health Care Facilities as an appropriate use for this area and the proposed use would meet this intent.

- **Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property or properties.**

The general zoning proposal is suitable in use and development of surrounding properties. Located to the north of the property is First Lithonia Medical Center which is a medical facility. Located to the south is BS Accounting a general office business which are compatible with the proposed change in conditions.

- **Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.**

The subject property has a reasonable economic use as currently zoned.

- **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property or properties.**

The proposed use will not adversely affect the existing use or usability of adjacent or nearby property.

- **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.**

The existing character of the area and the commercial parcels immediately to the north, south, east and west seem to support the approval of this petition for change in conditions.

- **Whether the zoning proposal will adversely affect historic buildings, sites, districts, or archaeological resources.**

This use will not adversely affect any historic buildings, sites, districts, or archaeological resources.

- **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.**

The proposed change in use would not cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

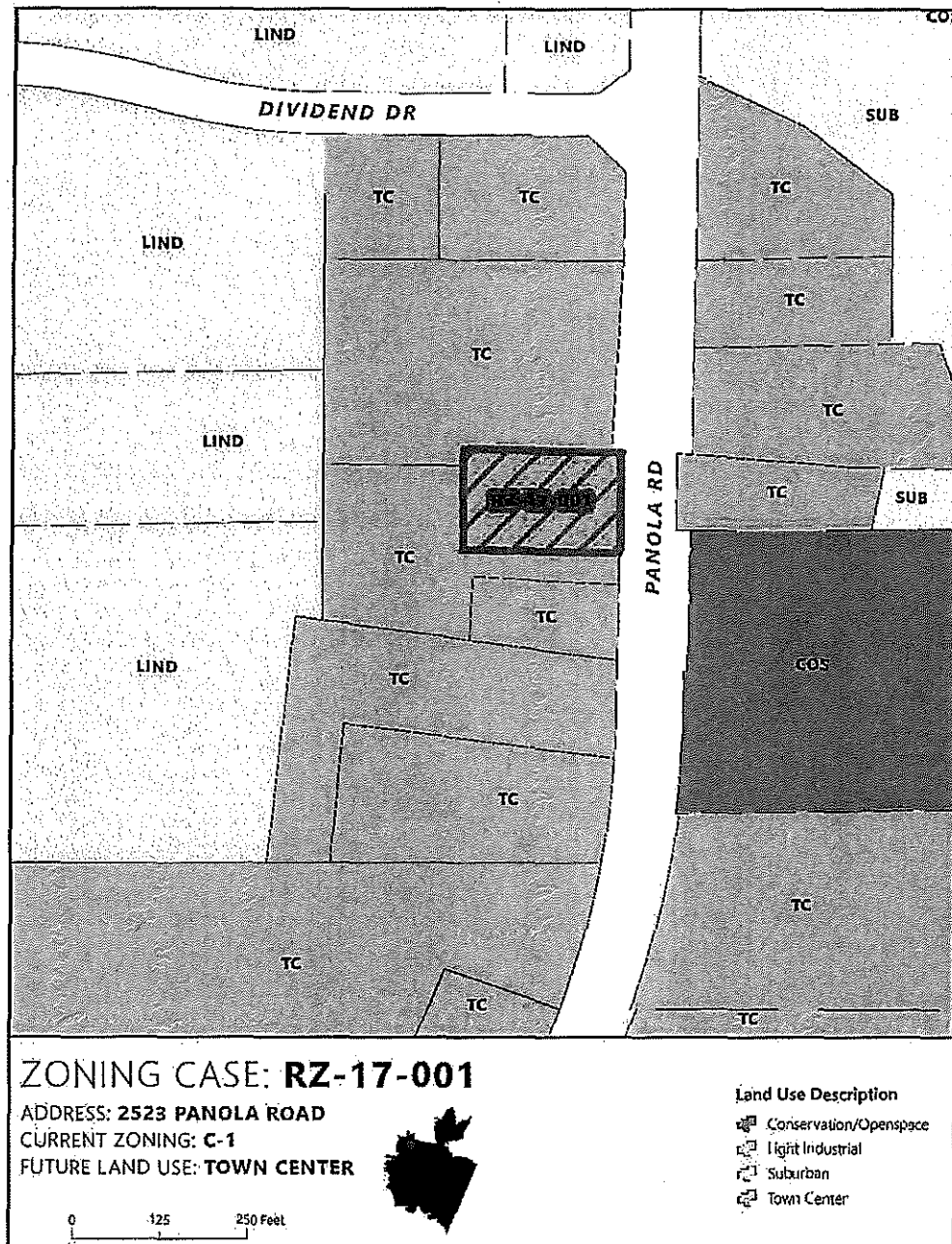
- **Whether the zoning proposal adversely impacts the environment or surrounding natural resources.**

This use will not adversely impact the environment or surrounding natural resources in the city of Stonecrest.



PLANNING COMMISSION STAFF REPORT

ANALYSIS





PLANNING COMMISSION STAFF REPORT

The surrounding area is characterized by a mixture of commercial and residential developments. Adjacent to the north of the property is the First Lithonia Medical Center that is conditional zoned C-1. Across Panola road to the east is Clarence Custom Collusion which is zoned C-1 conditional. To the south of the property is BS Accounting and Tax Service that is zoned C-1 Conditional. Abutting the property to the west is a commercial business and is zoned C-1 Conditional.

Local Commercial zoning intends to provide convenient local retail shopping and service areas within the city for all residents. The zoning is meant to provide for auto-oriented needs outside of the Neighborhood Center, Town Center and Regional Center character areas, but to focus on the pedestrian oriented development within these districts. C-1 zoning provides quality control in development through materials and building placement. Additionally, assure that the uses authorized within the C-1 (Local Commercial) District are those uses which are designed to serve the convenience shopping and service needs of groups of neighborhoods.

The City Stonecrest Future Development Map as shown on page 55 of DeKalb County Comprehensive Plan identifies the subject property as being within Character Area Town Center corridor and is in the Interstate Twenty (20) Overlay Tier 2. Overlay zoning districts are which additional regulatory standards are superimposed on existing zoning. Overlay districts provide a method of placing special restrictions in addition to those required by basic zoning ordinances. Policies for this character area are to promote the concentration of residential and commercial structures, which serve many communities to reduce automobile travel, promote walkability and increased transit usage. The character area intends to consist of several neighborhoods with a variety of activities such as general retail, commercial, professional office, higher-density housing, and appropriate public and open space uses that are easily accessible by pedestrians. Policies for the Interstate Twenty (20) Overlay are to establish and maintain a balanced relationship between industrial, commercial, and residential growth to ensure a stable and healthy tax base in Stonecrest and to enhance the long term economic viability of this portion of Stonecrest by encouraging new commercial and residential developments that increase the tax base and provide jobs to the citizens of Stonecrest.

The proposed change in condition is consistent in use and scale with the surrounding uses. Staff believes a change in zoning condition is suitable in view of the use and development of adjacent and nearby properties. Therefore, the proposed change in conditions would be in keeping with the policies and intent of the Comprehensive Plan and would be suitable in view of its impacts on the adjacent and nearby property, therefore, the Department of Community Development recommends **APPROVAL** of RZ-17-001



PLANNING COMMISSION STAFF REPORT

RECOMMENDATION

Staff recommends approval of **RZ-17-001** with the following conditions:

1. Permitted Local Commercial (C-1) uses are accounting office, general business office, finance or banking office, insurance office, legal office, medical official, real estate office, engineering or architectural office, health service clinic and hair salon.
2. Obtain any other required permits form the Community Development Department.

Planning Commission Recommendation

1. Permitted Local Commercial (C-1) uses are accounting office, general business office, finance or banking office, insurance office, legal office, medical official, real estate office, engineering or architectural office, health service clinic and hair salon.
2. Obtain any other required permits form the Community Development Department.

ATTACHMENT #2

Copy of CZ-04-131 Original Conditions

EXISTING ZONING STATING THE ZONING CONDITION
(FOR REFERENCE ONLY)

HEARING TYPE PUBLIC HEARING	DEKALB COUNTY BOARD OF COMMISSIONERS ZONING AGENDA / MINUTES MEETING DATE: January 27, 2005	ITEM NO.
		ACTION TYPE ORDINANCE

SUBJECT: Rezone - A & P Singleton

COMMISSION DISTRICTS: 5 & 7

DEPARTMENT: Planning	PUBLIC HEARING: ☒ YES ☐ NO
ATTACHMENT: ☒ YES ☐ No	INFORMATION CONTACT: Shari Strickland/John A. Bell
PAGES: 8	PHONE NUMBER: (404) 371-2155

PURPOSE:
CZ-04-131

Application of A. and P. Singleton to rezone property located on the west side of Panola Road approximately 399.94 feet south of Dividend Drive from R-100 to C-1. The property has approximately 131.13 feet of frontage along Panola Road and contains approximately 0.71 acres.

Subject Property: 16-040

RECOMMENDATION(S):

PLANNING DEPARTMENT:

Approval with Conditions. The proposal to amend the zoning map to change to zoning from R-100 District to the C-1 District would permit a use that is suitable in view of the uses and development of adjacent and nearby properties. The proposed zoning change would also be consistent with the changing land use patterns. The zoning proposal would not adversely affect the existing use or usability of adjacent or nearby property. Commercial developments immediately to the south, east and to the west are compatible with the proposed development. The adjacent business park to the west and the commercial properties across Panola Road to the east indicates that this area is in transition. Therefore, it is the recommendation of the Planning Department that the application be approved, subject to the following condition:

1. Use of the property is limited to a hair salon
2. Access from Panola Road shall be subject to the approval of the Development Department

PLANNING COMMISSION:
Approval w/conditions.

COMMUNITY COUNCIL:
Approval w/conditions.

**FOR USE BY COM
MISSION OFFICE/CLERK ONLY**

ACTION: N.22 Z-04-131

MOTION was made by Commissioner Hank Johnson (discussion), seconded by Commissioner Stokes, to approve with conditions, use being limited to a beauty salon, the rezoning application of A & P Singleton.

After discussion, the MOTION was voted on and passed 5-0-0-2. Commissioner Walldorff was out of the room and not voting and Commissioner Boyer was absent and not voting.

ADOPTED: JAN 27 2005
(DATE)

Burrell Ellis
PRESIDING OFFICER
DEKALB COUNTY BOARD OF COMMISSIONERS

CERTIFIED: JAN 27 2005
(DATE)
[Signature]
CLERK,
DEKALB COUNTY BOARD
OF COMMISSIONERS

FOR USE BY CHIEF EXECUTIVE OFFICER ONLY

APPROVED: FEB 02 2005

Vernon Jones
CHIEF EXECUTIVE OFFICER
DEKALB COUNTY

VETOED: _____

CHIEF EXECUTIVE OFFICER
DEKALB COUNTY

VETO STATEMENT ATTACHED: _____

MINUTES:

Ms. Singleton, (no card), spoke in support of the application.

No one spoke in opposition of the application.

	FOR	AGAINST	ABSTAIN	ABSENT
DISTRICT 1 - ELAINE BOYER				X
DISTRICT 2 - GALE WALLDORFF				X
DISTRICT 3 - LARRY JOHNSON	X			
DISTRICT 4 - BURRELL ELLIS	X			
DISTRICT 5 - HANK JOHNSON	X			
DISTRICT 6 - KATHIE GANNON	X			
DISTRICT 7 - CONNIE STOKES	X			

Rezoning Application
Conditions of Rezoning section 27-832

A. Panola Rd. located in Lithonia Ga. the section between I-20 and Covington Hwy is progressively changing. This location at 2523 Panola Rd Lithonia GA. is the proposal zoning location. The zoning proposal is in conformity with the policy and intent of the plan.

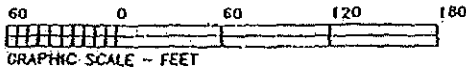
B. The nearby and adjacent properties are places like McDonalds, Burger King, Mrs. Winners, KFC, And many other fast food places. We also have a Super Wal-Mart nearby, a Publix super market, several Banks, a Car Wash, a Day Care Ctr., a Hotels, and many other businesses within walking distant. Every location to the right of my property is zone C-1. Therefore in view of the use of adjacent and nearby properties this is a suitable location for rezoning. If my property is rezone to commercial it will only enhance what is already there. This property will be used for a Hair Salon and Spa. People can come here to receive all type of hair services, Message Therapy, pedicures, and manicures. We should also have Cosmetic services and makeover as well.

C. At the present time the land in question is Category as Industry, and zone R-100. Because of the many commercial businesses surrounding the property it would be more economically as commercial use than what it's currently zoned as.

D. The zoning proposal will not affect existing use of adjacent or nearby properties, because as the maps show about 80%, or more of the property is zone C-1.

E. There are other existing or changing conditions affecting the use of property which gives supporting grounds for an approval of zoning proposal. These conditions affecting the use as a residential home are almost all property adjacent or nearby my property is zone C-1, (commercial). Hi traffic makes life a little uncomfortable living there. Also it can be very noise at times. An Industrial park is around the corner and big trucks continually travel on the street.

F. The zoning proposal will not affect any historic buildings, sites, districts, or archaeological resources.



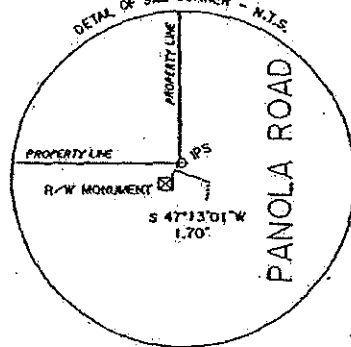
BASED ON THE F.I.R.M. PANELS.
IT IS MY OPINION THAT THE
PROPERTY SHOWN HEREON IS
OUTSIDE THE FLOOD HAZARD
AREA
SEE F.I.R.M. PANEL
NO. 1308900158 H
DATED: MAY 7, 2001

LEGEND

IPF-IRON PIN FOUND
IPS-IRON PIN SET
P.O.B. POINT OF BEGINNING
L.L.L. LAND LOT LINE
C.M.F.-CONCRETE MONUMENT FOUND
OT-OPEN TOP
CT-CRIMP TOP
PP-POWER POLE
R/W- RIGHT OF WAY

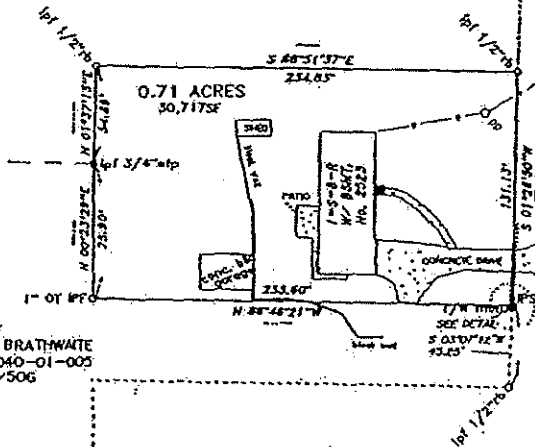
DIVIDEND DRIVE

P.O.B.
CONC. R/W MONUMENT



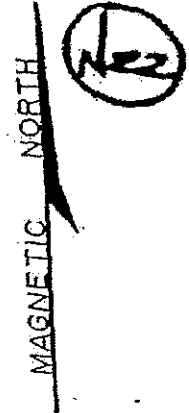
N/F
VIOLA P. PRESLEY
TAXH16-0040-01-014
8521/498

N/F
TERRANCE BRATHWAITE
TAXH16-0040-01-005
9018/506



NOTES:

THE FIELD DATA USED TO CALCULATE
THIS PLAT HAS A CLOSURE PRECISION
OF ONE FOOT IN 25,000 FEET
AND AN ANGULAR ERROR OF
05\"/>



PANOLA ROAD 100' R/W

FINAL PLAT FOR

PATRICIA & ANDREW
SINGLETON

LAND LOT 40	161A D/DISTRICT
DEKALB COUNTY	GEORGIA
SCALE 1" = 60'	DATE 07/08/04

NOTES	ZONED C1
CRDFBSCN# 199-04	JOB NO. 199-04



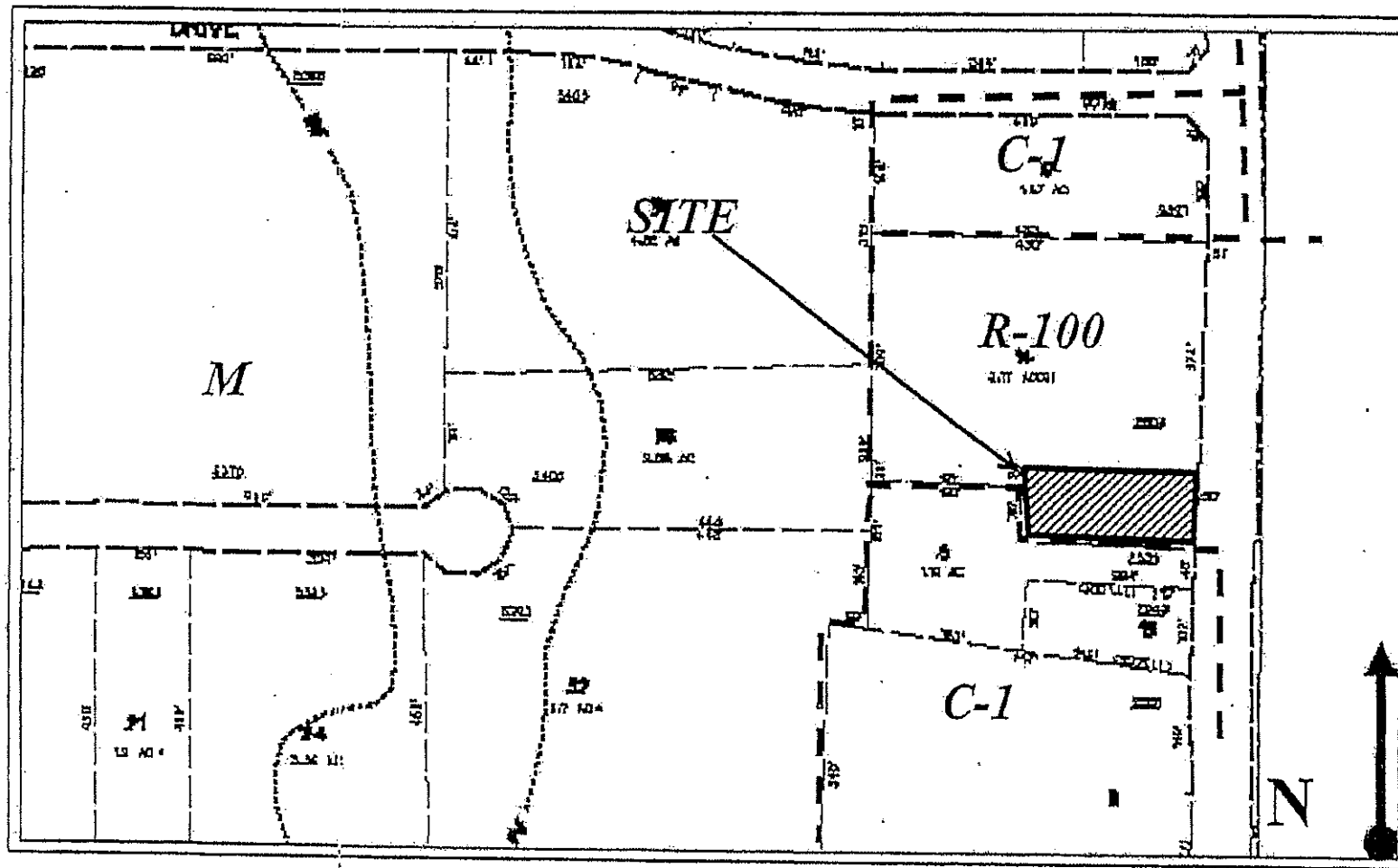
Robert M. Buhrer

BUHLER & ASSOCIATES, INC.
SURVEYING, PLANNING & CONSTRUCTION LAYOUT
SINCE 1964

1000 PEEK STREET
CONYERS, GEORGIA
PH (770) 483-8471
FAX (770) 918-9074

30012
MEMBER SURVEY & MAPPING SOCIETY OF
GEORGIA - A.C.S.M.





ZONING MAP

APPLICATION NO:	N.22 Z-04-131
PROJECT APPLICANT:	A. AND P. SINGLETON
REQUEST:	R-100 TO C-1
PARCEL ID:	16-040

ATTACHMENT #3

Planning Commission Power Point Presentation



November 8th 2017

**Planning Commission
Public Hearing**



RZ-17-0001

2523 Panola Road

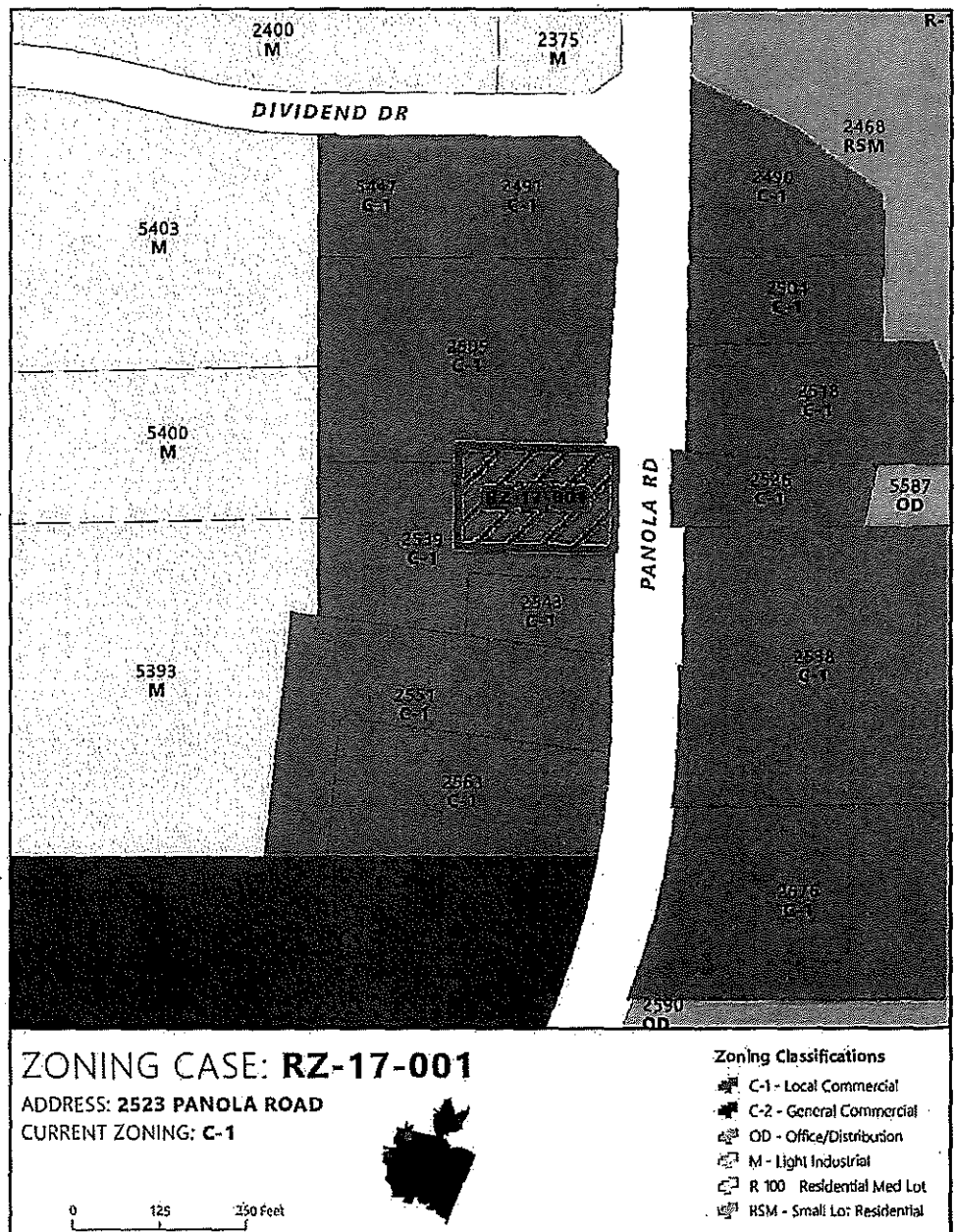
Petition Information

- **APPLICANT:** Rizwan A. Syed
- **LOCATION:** 2523 Panola Road
- **ACREAGE:** 0.71 acres
- **REQUEST:** The applicant is requesting to change the zoning condition to allow the use of a medical office

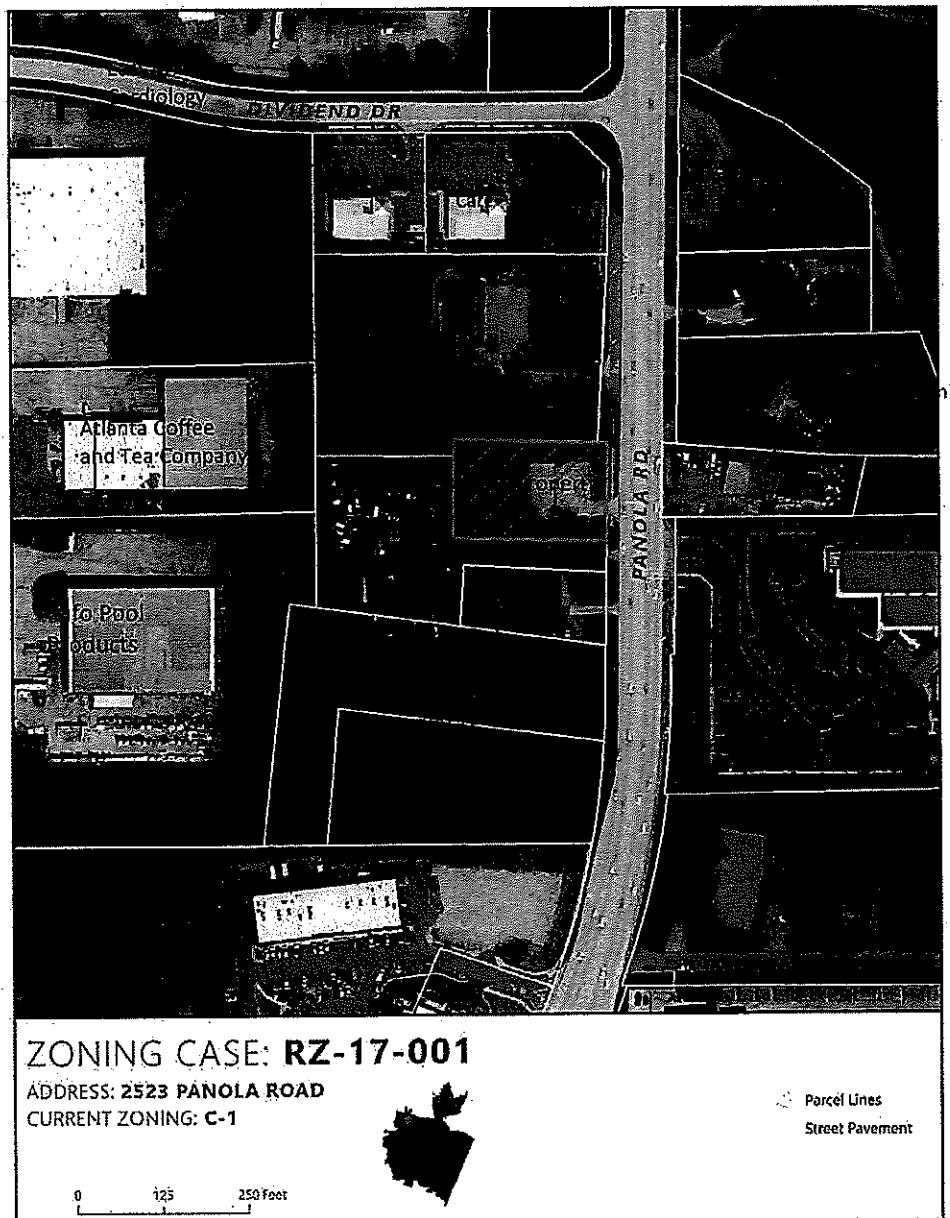
General Information

- Current zoning: C-1 (Local Commercial) Conditional / I-20 Over
- Future Land Use Character Area: Town Center
- Policies for this area emphasize:
 - Promote the concentration of residential and commercial structures to serve many communities to reduce automobile travel, promote transit, and increased transit usage.
 - Establish and maintain a balanced relationship between industrial, commercial, and residential growth to ensure a stable and healthy Stonecrest.
- Surrounding uses: Mixture of Residential and Commercial.
- Surrounding zoning: Commercial and Light Industrial.

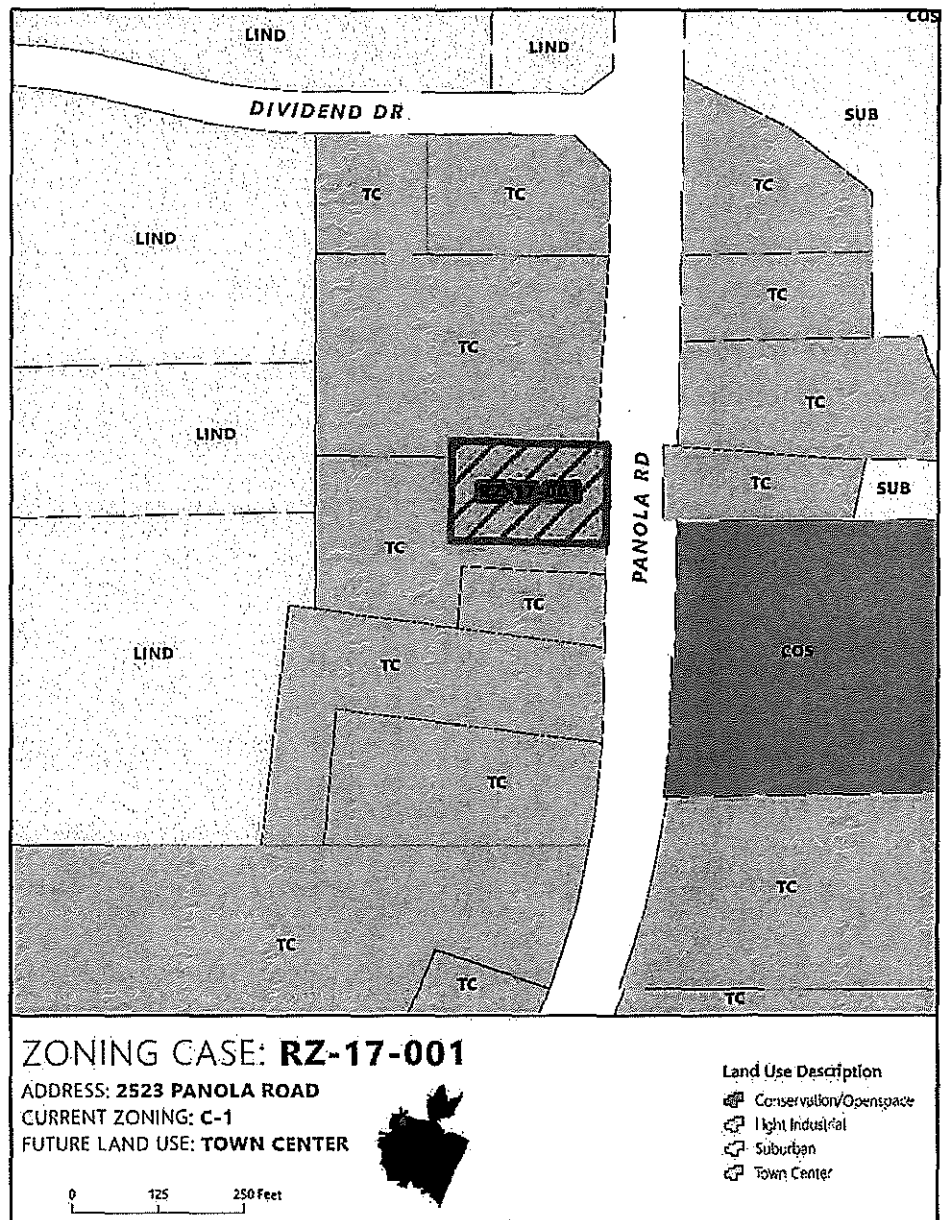
ZONING MAP



AERIAL MAP



FUTRUE LAND USE MAP



Front Elevation of Subject Pro



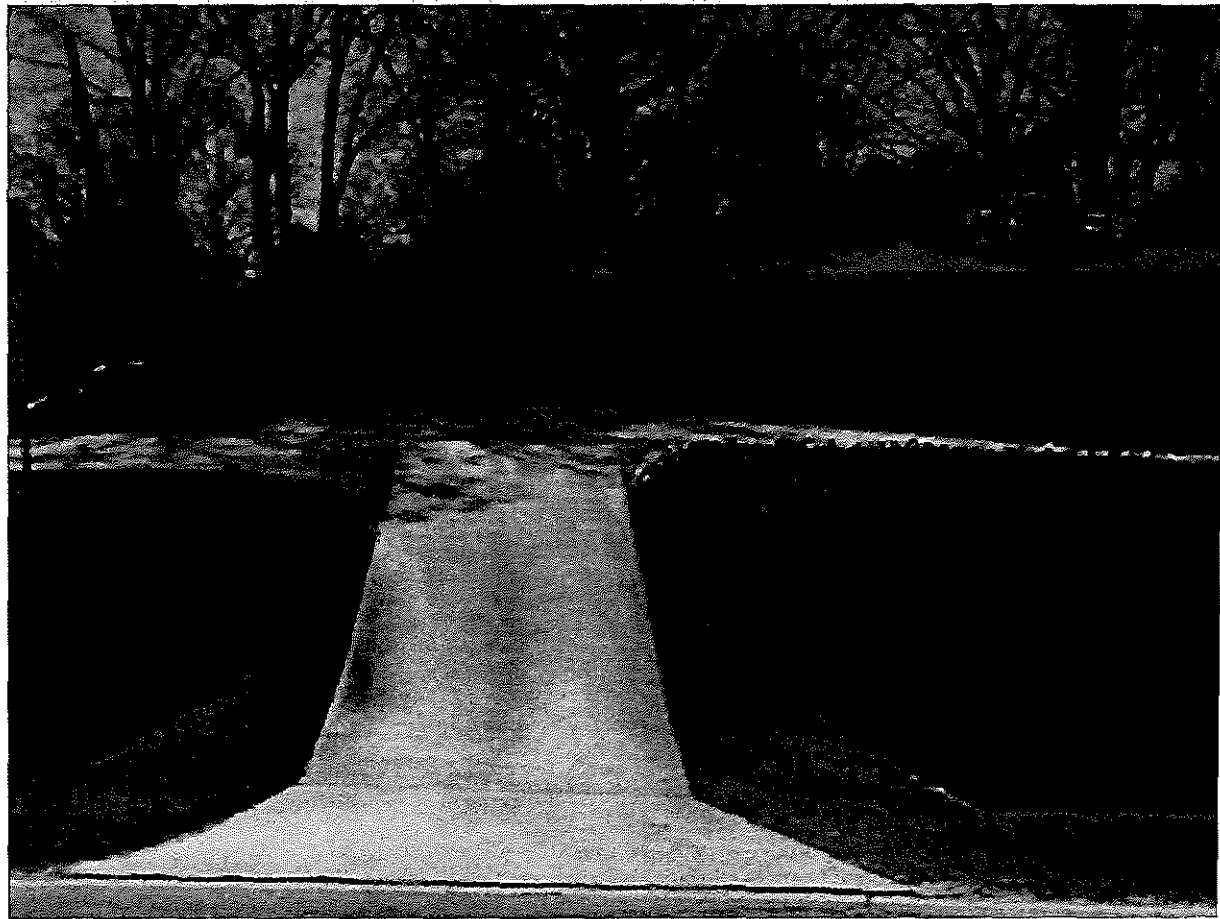
View from Panola Roac



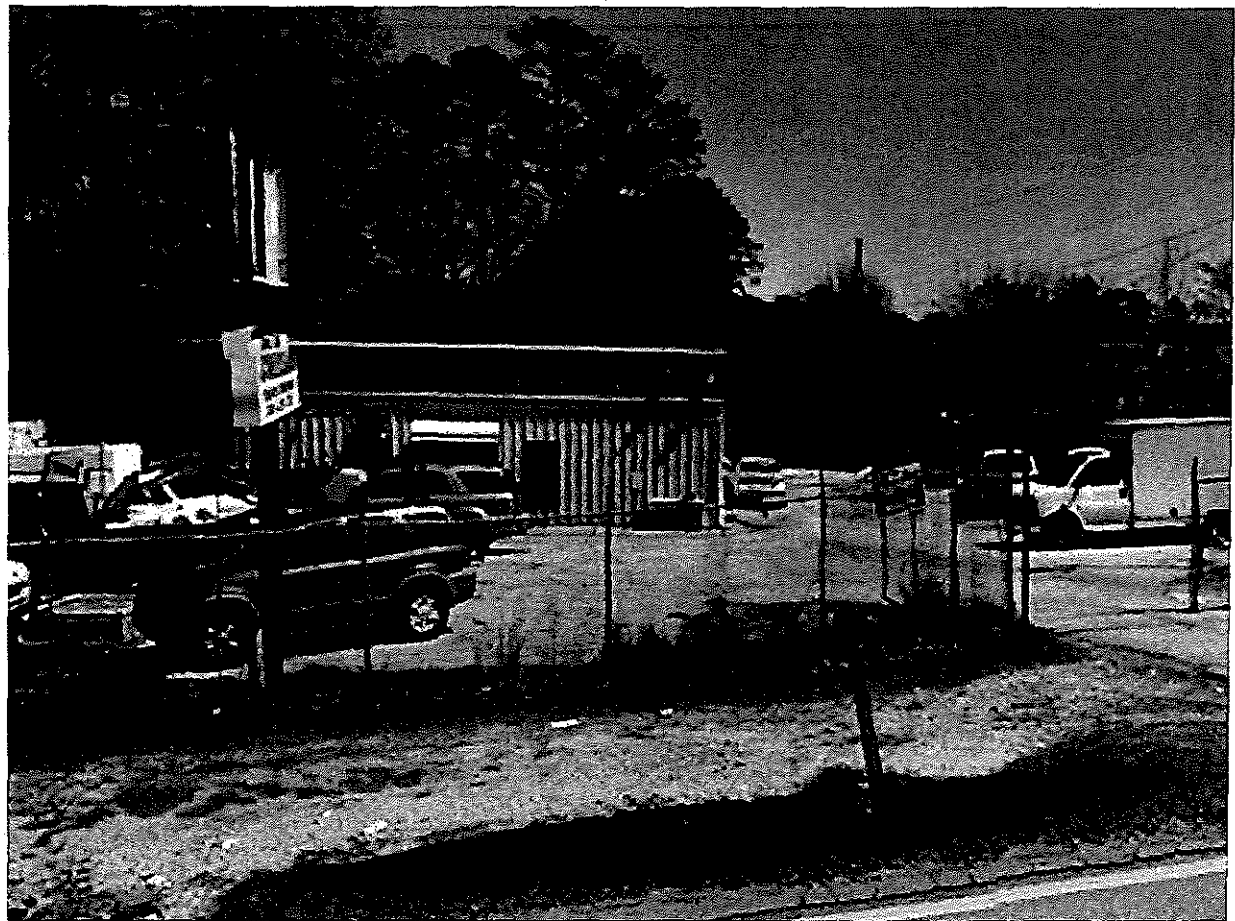
First Lithonia Medical Center (North of the subject Proper



BS Accounting and Tax Serv **(South of the Subject Proper**



Clarence Custom Collision (East of the subject property)



Standards of Review

- Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan.
- Whether the zoning proposal will permit a use that is suitable in view of the development of adjacent and nearby property or properties.
- Whether the property to be affected by the zoning proposal has a reasonable use as currently zoned.
- Whether the zoning proposal will adversely affect the existing use or usability of nearby property or properties.
- Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.
- Whether the zoning proposal will adversely affect historic buildings, sites, districts, or archaeological resources.
- Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
- Whether the zoning proposal adversely impacts the environment or surrounding resources.

Staff Analysis

Staff finds this petition:

- Consistent with recommendations of the Comprehensive Plan.
- Consistent in use and scale with adjacent and nearby properties.
- Will not create an excessive or burdensome use of streets, transportation facilities, utilities or schools.
- A change in zoning condition is suitable in view of the development of adjacent and nearby properties.

Staff Recommendation

Based upon the findings and conclusions herein, Staff recommend: **WITH CONDITIONS** of this request, subject to the following conditions for approval:

1. Permitted Local Commercial (C-1) uses: accounting office, general office, finance or banking office, insurance office, legal office, medical office, real estate office, engineering or architectural office, health clinic, and hair salon.
2. Obtain any other required permits from the Community Development Department.



November 8th, 2017

**Planning Commission
Public Hearing**



R2-17-0001

✓ Amendment Application

Owner Information	Owner's Name:	RIZWAN A. SYED & SAIRA T. NIAZ		
	Owner's Address:	2332 HUNTERS GREEN DR., LAWRENCEVILLE, GA 30043		
	Phone:	678 983 4138	Fax:	
	Email:	rizwansyed444@hotmail.com		
	Property Address:	2523 PANOLA ROAD, LITHONIA, GA 30058	Parcel Size:	0.71 ACRES
	Parcel ID:	16 040 01 011		
	Current Zoning Classification:	C-1, ZONING CONDITION CZ-04-131		
	Requested Zoning Classification:	C-1, O&I		
	Name:	Rizwan A. Syed & Saira T. Niaz		
	Address:	2332 HUNTERS GREEN DR., LAWRENCEVILLE, GA 30043		
Phone:	678 983 4138	Fax:		
Cell:		Email:	rizwansyed444@hotmail.com	
Property Information	Is this development and/or request seeking any incentives or tax abatement through the City of Stonecrest or any entity that can grant such waivers, incentives, and/or abatements?			
	No, we are not seeking any tax abatement			☐ Yes ☒ No
	1. Will the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby properties?			
	YES, PROPOSED CHANGE IS RIGHT IN LINE WITH ZONING OF ADJACENT PROPERTIES			
	2. Will the affected property of the zoning proposal have a reasonable economic use as currently zoned?			
	NO, THE CURRENT ZONING RESTRICTION LIMITS THE USE OF THIS PROPERTY			
	3. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?			
	NO, REQUESTED CHANGE WILL BE CONSISTENT WITH THE USE OF EXISTING NEARBY PROPERTIES			
	& IS EXPECTED TO ENHANCE THEIR PROPERTY VALUES			
	4. Are other existing or changing conditions affecting the existing use or usability of the development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?			
Questionnaire	THIS PROPERTY HAS HAD NO USE IN ITS CURRENT ZONING RESTRICTION & IT HAS BEEN VACANT FOR MORE THAN A YEAR. REQUESTED ZONING WILL ALLOW ITS MEANINGFUL USE AS OFFICE			
	5. Will the zoning proposal adversely affect historic buildings, sites, districts, or archaeological resources?			
	NO, REQUESTED ZONING CHANGE WILL HAVE NO ADVERSE IMPACT ON HISTORIC BUILDINGS, SITES, DISTRICTS OR ARCHAEOLOGICAL RESOURCES.			
	6. Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?			
	NO, REQUESTED ZONING CHANGE IS EXPECTED TO REDUCE THE TRAFFIC COMPARED TO THE TRAFFIC THAT MAY HAVE EXISTED UNDER CURRENT ZONING CONDITION			



Affidavit

Notary

Fee

To the best of my knowledge, this zoning application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Stonecrest Zoning Ordinance.

Applicant's Name: Rizwan A. SyedSaira T. NiazApplicant's Signature: Rizwan SyedS. T. Niaz

Date:

Sworn to and subscribed before me this 19 Day of September 20 17Notary Public: Luiz VillaSignature: 04-11-2020

My Commission Expires:

LUZ VILLA
Notary Public - State of Georgia
Gwinnett County
My Commission Expires Apr 11, 2020

☒ Application Fee ☐ Sign Fee ☐ Legal FeeFee: \$ 500.00Payment: ☐ Cash ☒ Check ☐
CC Bus.Date: 9-5-17☐ Approved ☐ Approved with Conditions ☐ Denied

Date:

*One sign is required per street frontage and/or every 500 feet of street frontage

8-23-17



Ms. Nicole Dozier
Community Development Director
The City of Stonecrest

**SUBJECT: LETTER OF INTENT FOR REQUESTING REMOVAL OF ZONING
RESTRICTION CZ-04-131 ON PROPERTY LOCATED AT 2523 PANOLA ROAD,
LITHONIA, GA**

Dear Ms. Dozier,

The property located at 2523 Panola Road, Lithonia, GA is currently zoned Commercial with a restriction (CZ-04-131) limiting its use for Hair Salon only. We would like to have this zoning restriction removed & have it approved for O&I use. Our plan is to use this property as Medical Office.

We are currently leasing at another location & would like to move the medical office to 2523 Panola Road. The requested change is right in line with City of Stonecrest's long term plans of improving the business outlook & appearance of the community.

Currently there is a medical offices next to this property on one side & there is an insurance agent's office on the other. Lou Walker Senior Center is diagonally across from this property, we currently see a lot of seniors from this facility at our practice. Having our office located across from this facility will be a great benefit & convenience to members of our community. We do not plan to change the building structure at this time.

Following documents are attached with this rezoning application:

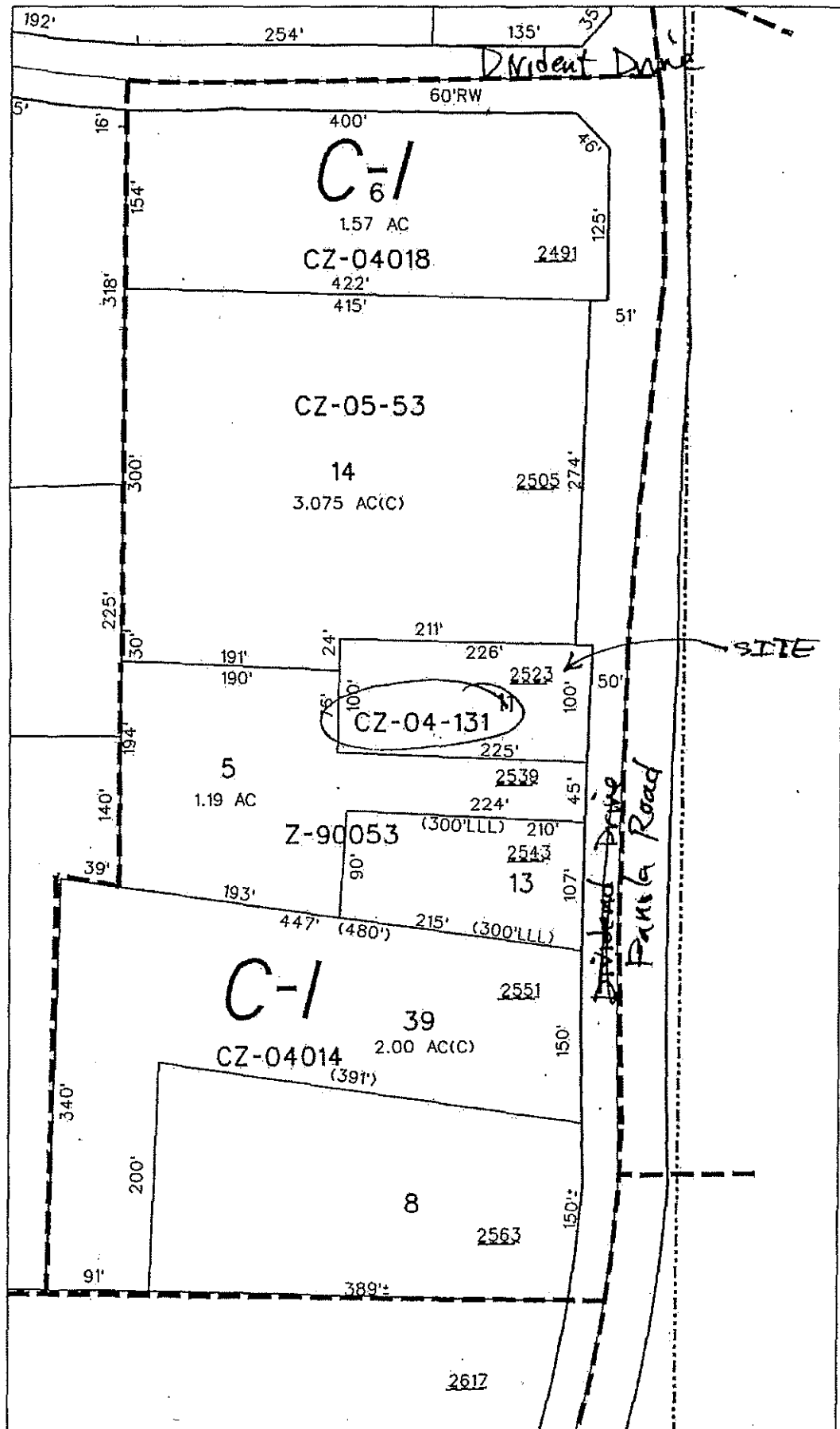
1. Rezoning Application (your initials on the front of the rezoning application indicate pre-application meeting, as the formal sheet to document such meeting was not available yet).
2. Check for \$500
3. Copy of property plat
4. Copy of the survey
5. Warranty Deed
6. Legal description of the property
7. Public Participation Plan – Letter of Notification to addresses within 500 feet (hand delivered)
8. Public Participation Plan – Signatures of the property/business owners within 500 feet
9. Public Participation Plan – Comments by the property owners within 500 feet
10. Document showing existing zoning condition(for reference only)

Sincerely,

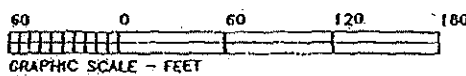
Rizwan A. Syed
Ph: 678 983 4138

Dr. Saira T. Niaz
Ph: 678 386 2295

①



2

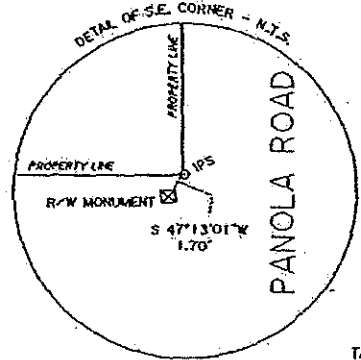


BASED ON THE F.I.R.M. PANELS.
IT IS MY OPINION THAT THE
PROPERTY SHOWN HEREON IS
OUTSIDE THE FLOOD HAZARD
AREA
SEE F.I.R.M. PANEL
NO. 13089C0158 H
DATED: MAY 7, 2001

- LEGEND**
- IPF-IRON PIN FOUND
 - IPS-IRON PIN SET
 - P.O.B. POINT OF BEGINNING
 - L.L.L. LAND LOT LINE
 - C.M.F.-CONCRETE MONUMENT FOUND
 - OT-OPEN TOP
 - CT-CRIMP TOP
 - PP-POWER POLE
 - R/W- RIGHT OF WAY

DIVIDEND DRIVE

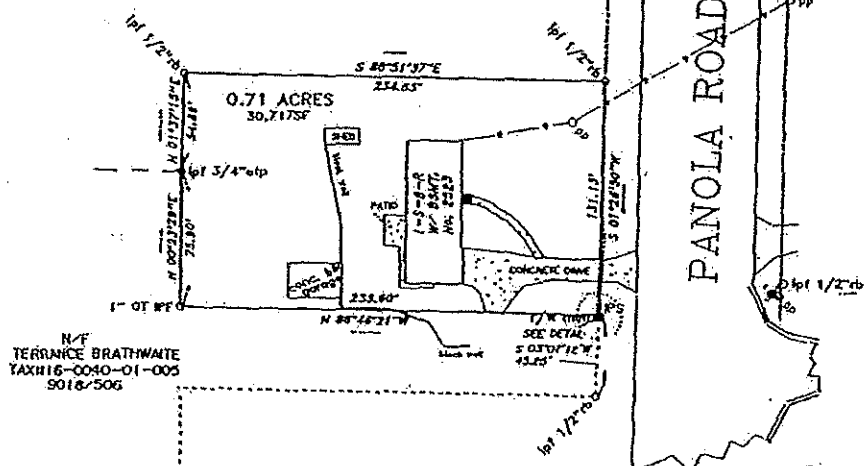
NOTES:
THE FIELD DATA USED TO CALCULATE
THIS PLAT HAS A CLOSURE PRECISION
OF ONE FOOT IN 25,000 FEET
AND AN ANGULAR ERROR OF
05" PER ANGLE.
PLAT WAS ADJUSTED BY LEAST SQUARES
THE EQUIPMENT USED TO OBTAIN THE
LINEAR AND ANGULAR MEASUREMENTS
WAS A TOPCON GTS 303.
THIS PLAT HAS BEEN CALCULATED FOR
CLOSURE AND WAS FOUND TO BE
ACCURATE WITHIN ONE FOOT IN
25,000 FEET.
ALL IPS ARE 1/2" DIA RE-BARS



P.O.B.
CONC. R/W MONUMENT
c/w mon.

MAGNETIC NORTH

N/F
VIOLA P. PRESLEY
TAXH16-0040-01-014
8521/498



N/F
TERRANCE BRATHWAITE
TAXH16-0040-01-005
9016/506



Robert M. Gubler

BUHLER & ASSOCIATES, INC.
SURVEYING, PLANNING & CONSTRUCTION LAYOUT
SINCE 1964 info@buhlerassociates.com

1000 PEEK STREET
CONYERS, GEORGIA 30012
PH (770) 483-8471
FAX (770) 918-9074

FINAL PLAT FOR

PATRICIA & ANDREW SINGLETON	
LAND LOT 40	16th DISTRICT
DEKALB COUNTY	GEORGIA
SCALE 1" = 60'	DATE 07/08/04
NOTES	ZONED C1
CRDFA5CRNF-199-04	JOB NO. 199-04

MEMBER SURVEY & MAPPING SOCIETY OF
GEORGIA & A.C.S.M.

Exhibit "A" - LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 40 OF THE 16TH DISTRICT OF DEKALB COUNTY, GEORGIA, BEING 0.71 ACRES, MORE OR LESS, AS PER PLAT OF SURVEY PREPARED FOR PATRICIA AND ANDREW SINGLETON BY BUHLER & ASSOCIATES, INC., CERTIFIED BY ROBERT MCCOLLUM BUHLER, G.R.L.S. NO. 1403, DATED JULY 8, 2004 AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO SAID SURVEY AS FOLLOWS:

TO FIND THE TRUE POINT OR PLACE OF BEGINNING, BEGIN AT A CONCRETE RIGHT-OF-WAY MONUMENT LOCATED ON THE WESTERLY RIGHT OF WAY OF PANOLA ROAD (100 FOOT RIGHT OF WAY), WHICH MONUMENT IS LOCATED SOUTH OF THE INTERSECTION FORMED BY THE SOUTHERLY RIGHT OF WAY OF DIVIDEND DRIVE AND THE WESTERLY RIGHT-OF-WAY OF PANOLA ROAD, AND RUN THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF PANOLA ROAD, SOUTH 02 DEGREES 12 MINUTES 49 SECONDS WEST A DISTANCE OF 399.94 FEET TO A ½-INCH REBAR FOUND, SAID POINT BEING THE TRUE PLACE OR POINT OF BEGINNING.

FROM SAID TRUE PLACE OR POINT OF BEGINNING AS THUS ESTABLISHED AND CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY OF PANOLA ROAD, RUN THENCE SOUTH 01 DEGREES 26 MINUTES 50 SECONDS WEST A DISTANCE OF 131.13 FEET TO AN IRON PIN SET; THENCE LEAVING SAID RIGHT-OF-WAY, RUN NORTH 88 DEGREES 46 MINUTES 21 SECONDS WEST A DISTANCE OF 233.60 FEET TO A ONE-INCH OPEN TOP IRON PIN FOUND; RUN THENCE NORTH 00 DEGREES 23 MINUTES 29 SECONDS EAST A DISTANCE OF 75.90 FEET TO A ¾-INCH OPEN TOP PIPE FOUND; RUN THENCE NORTH 01 DEGREES 37 MINUTES 15 SECONDS EAST A DISTANCE OF 54.89 FEET TO A ½-INCH REBAR FOUND; RUN THENCE SOUTH 88 DEGREES 51 MINUTES 37 SECONDS EAST A DISTANCE OF 234.83 FEET TO A 1/2-INCH REBAR FOUND, SAID POINT BEING THE TRUE PLACE OR POINT OF BEGINNING.

8/31/17

SUBJECT: PUBLIC PARTICIPATION PLAN – LETTER OF NOTIFICATION

Dear Sir/Madam,

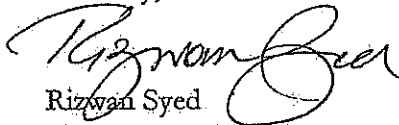
We have just purchased the property located at 2523 Panola Road, Lithonia, GA 30058. This property is currently zoned as Commercial with a special condition (CZ-04-131) limiting its use as Hair Salon only. We would like to use this property as Medical & Billing Office and are requesting the City of Stonecreek ^{of (Syed)} to remove the aforementioned zoning restriction and allow its use as O&I. This use will be consistent with the zoning of properties in the surrounding area and will have no negative impact.

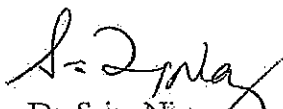
As you know, this property has been vacant for more than a year and has not been kept up. The overgrown vegetation and lack of up keep is negatively impacting the value of surrounding properties. We plan to maintain this property in good condition & presence of medical office on this property will be a welcome addition to the community.

If you have any questions please feel free to contact Rizwan Syed at Ph: 678 983 4138.

Please sign the attached signup sheet indicating that you have reviewed this information.

Sincerely,


Rizwan Syed
Ph: 678 983 4138


Dr. Saira Niaz

Name (s):

B's ACCOUNTING & TAX SERVICE

Lionel A. Baynes, OWNER

Signature:

Lionel A. Baynes

Address:

2543 Pamela Road

Lithonia, GA 30058



now known as CITY OF STONECREST

Name (s):

Isioma Okobah

First Lithonia Medical Center

Signature:

Okobah 08/31/17

Address:

2505 Panola Road

Lithonia, GA 30058

COMMENTS OR OBJECTIONS FROM PUBLIC PARTICIPATION PLAN

2543 Panola Road, Lithonia, GA 30058

None

2505 Panola Road, Lithonia, GA 30058

None

[\(/city/create_post/\)](#)

Plez

[\(/city/feed/\)](#) The City of Stonecrest
Create post

[\(/city/create_post/\)](#)

[Home \(/city/feed/\)](#)

[Inbox \(/city/inbox/\)](#)

[Map & Metrics \(/city/m...](#)

[Invite residents \(/city/...](#)

[.. Events \(/events/cale](#)

AGENCY

[Directory \(/city/directory/\)](#)

[Add staff members \(/city/...](#)

HELP

[Agency User Community...](#)

[Help center \(https://agen...](#)

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[The intent of this Page \(/news_feed/?post=70526262\)](#)

Communications Director Adrion Bell ([/profile/21732123/](#)) from The City of Stonecrest · 1h ago

Greetings,

I am writing this brief post to address some concerns brought about by a few readers and contributors to this site. As the communications director for the city, my intent for this page is two-fold. The first intent or goal is to provide information about what is going on in the city. The second is to correct any misinformation so that it doesn't fester and become an ugly untruth or rumor. This page and my responses are not meant to offend, though sometimes I have to reply to people who say things like, "Do something constructive" when we tear down a hotel and not a structure that they feel should be demolished. Maybe I shouldn't have replied and in the future, I won't. However, I and the employees of this city are human. It gets a little hard to take insults when you are doing the best you can and your best is much more than what this area's residents have been getting. I work with a GREAT group of people who work diligently to form this city. This is our baby. If you are a parent, you know what I am referring to. Let me insult your child and see how nice and church-like you become. So in conclusion, if ANY of you were offended by my remarks, please know that it was not my intent to offend you. It is our mission to be a responsive, transparent city so I will continue to inform and even correct information on this and other social media sites. I will do my best to tailor and be more sensitive with my responses and I hope many of you will do the same.

Thanks and have a great day.

1h ago · Subscribers of The City of Stonecrest in General

THANK · 16

REPLY · 5



Monica, Edwina, Lise, and 13 others thanked Adrion ([/profile/21732123/](#))

[View all 5 replies](#)



Trina H. from Glencroft · 1h ago

Neighbors please pick up trash in your yard cut your grass. Be considerate of next door neighbors the whole community.



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: 11/20/2017

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. First Reading was held on November 6, 2017.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Adoption of the Ordinance

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

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

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

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

THEREFORE, the Mayor and City Council of the City of Stonecrest, Georgia, hereby ordain as follows:

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

DIVISION 2. – DEVELOPMENT AUTHORITY

Sec. 2-117. Declaration of Need.

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

STATE OF GEORGIA
DEKALB COUNTY
CITY OF STONECREST

ORDINANCE 2017-_____

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

Sec. 2-118. Creation.

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

Sec. 2-119. Board of Directors.

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

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

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

STATE OF GEORGIA
DEKALB COUNTY
CITY OF STONECREST

ORDINANCE 2017-_____

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

Sec. 2-120. By-Laws.

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

Secs. 2-121—2-136. - Reserved.

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

Section 3:

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,

STATE OF GEORGIA
DEKALB COUNTY
CITY OF STONECREST

ORDINANCE 2017-_____

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 and by said adoption the Stonecrest Development Authority shall be considered created.

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

Attest:

As to form:

Brenda James, City Clerk

City Attorney



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: 11/20/2017

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. First Reading was held on November 6, 2017.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Adoption of the Ordinance

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

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

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

THEREFORE, the Mayor and City Council of the City of Stonecrest, Georgia hereby ordain as follows:

Section 1: The Mayor and City Council of the City of Stonecrest, Georgia, hereby adopt an Ordinance designated as "Chapter 9. Municipal Court" to read and be codified as follows:

CHAPTER 9. MUNICIPAL COURT.

ARTICLE I. - IN GENERAL

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

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

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

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

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

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

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

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

Sec. 9-3. - Additional personnel.

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

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

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

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

Sec. 9-4. - Additional support.

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

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

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

Sec. 9-5. - Court sessions.

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

Sec. 9-6. - Court fees.

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

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

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

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

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

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

(c) Notwithstanding the above, when a uniform traffic citation is issued and if the defendant fails to appear for court or otherwise dispose of his or her charges before his or her scheduled court appearance as stated on the uniform traffic citation, prior to the Court issuing a bench warrant, the Municipal Court Clerk shall notify the defendant by first-class mail or by postcard at the address listed on the uniform traffic citation of his or her failure to appear. Such notice shall be dated and allow the accused 30 days from such date to dispose of his or her charges or waive arraignment and plead not guilty. If after the expiration of such 30-day period the defendant fails to dispose of his or her charges or waive arraignment and plead not guilty, the Municipal Court Clerk shall, within five days of such date, forward to the Department of Driver Services the defendant's driver's license number. The Commissioner of the Department of Driver Services shall, upon receipt of such driver's license number, suspend such defendant's driver's license and driving privilege until notified by the Municipal Court Clerk that the charge against the defendant has been finally adjudicated.

Secs. 9-8—9-34. - Reserved.

ARTICLE II. - TRIALS AND JUDGMENTS

Sec. 9-35. - Rules.

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

Sec. 9-36. - Contempt of Court.

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

Sec. 9-37. - Subpoenas; issuance.

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

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

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

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

Sec. 9-39. - Fines.

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

Sec. 9-40. - Sentences imposed.

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

Sec. 9-41. - Appeals.

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

Secs. 9-42—9-70. - Reserved.

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

As to form:

Thompson Kurrie, Jr., City Attorney

Attest:

Brenda James, City Clerk



CITY COUNCIL AGENDA ITEM

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

☐ ORDINANCE ☐ POLICY ☐ STATUS REPORT
☐ DISCUSSION ONLY ☒ RESOLUTION ☐ OTHER

Date Submitted: 10/30/2017 Work Session: 11/01/2017 Council Meeting: 11/20/2017

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. First Reading was held on November 6, 2017

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Adoption of the Ordinance

1 STATE OF GEORGIA
2 COUNTY OF DEKALB
3 CITY OF STONECREST

ORDINANCE 2017-_____

4
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.

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

Sec. 8-4-2. – Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under 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

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

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

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

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

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

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

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

Sec. 8-4-5. – Customer Service.

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

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

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

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

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

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

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

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

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

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

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

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

4.4 Service to Governmental and Institutional Facilities.

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

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

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

Sec. 8-4-7. – Compliance Reports.

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

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

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

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

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

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

Sec. 8-4-8. – Enforcement.

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

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

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

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

(a) seek specific performance;

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

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

6.5 Revocation.

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

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

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

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

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

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

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

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

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

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

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

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

8.1 Insurance.

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

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

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

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

Sec. 8-4-11. – Miscellaneous.

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

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

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

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

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

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

THE FRANCHISING AUTHORITY:
City of Stonecrest
Attn: City Manager
3120 Stonecrest Boulevard
Lithonia, Georgia

COMPANY:
Comcast of Georgia I, LLC
Attn: Vice President, External Affairs
6200 The Corners Parkway, Suite 200
Norcross, Georgia 30092

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

And: Comcast Cable Communications, LLC
Attn: Legal Dept.
One Comcast Center
Philadelphia, Pennsylvania 19103

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved:

Jason Lary, Sr., Mayor

As to form:

Thompson Kurrie, Jr., City Attorney

Attest:

Brenda James, City Clerk

Accepted by
Comcast Cable Communications, LLC

804

805

806

807 By: _____

808 Name: _____

809 Title: _____

810

811 Attest: _____

812

813 Date: _____



CITY COUNCIL AGENDA ITEM

**SUBJECT: RATIFICATION OF AN ORDINANCE ADOPTING CHAPTER 24,
TAXATION, ARTICLE 1 TO ADOPT INSURANCE LICENSE FEES AND
PREMIUM TAX REGULATIONS**

☒ ORDINANCE	☐ POLICY	☐ STATUS REPORT
☐ DISCUSSION ONLY	☐ RESOLUTION	☐ OTHER

Date Submitted: 11/13/2017 Work Session: 11/15/2017 Council Meeting: 11/20/2017

SUBMITTED BY: Assistant City Manager

PURPOSE: This item was approved on September 18th; however, it was not sent to the Insurance Commissioner or proper department within 45 days. Therefore, we must ratify this ordinance.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

**ORDINANCE OF THE CITY OF STONECREST, GEORGIA, ADOPTING CHAPTER
24, TAXATION, ARTICLE I, TO ADOPT INSURANCE LICENSE FEES AND
PREMIUM TAX REGULATIONS.**

WHEREAS, the City of Stonecrest, Georgia Mayor and City Council are authorized by the City Charter to adopt business regulations and levy certain business taxes as authorized by the laws of the State of Georgia; and

WHEREAS, O.C.G.A. §§ 33-8-8.1 and 33-8-8.2 authorize the City to levy a tax on gross premiums collected by insurance companies, including life insurance companies, issuing policies within the boundaries of the City; and

WHEREAS, Pursuant to O.C.G.A. § 33-8-8, the City is authorized to levy a licensing fee upon insurance companies for the privilege of engaging in the business of insurance within the City.

THEREFORE, the Mayor and City Council of the City of Stonecrest, Georgia, hereby ordain as follows:

Section 1: The Mayor and City Council of the City of Stonecrest, Georgia, hereby adopt an ordinance designated as “Insurance License Fees and Premium Tax Ordinance” as follows:

CHAPTER 24. TAXATION

ARTICLE I. IN GENERAL

Sec. 24-1. Definitions.

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Gross direct premiums , pursuant to O.C.G.A. § 33-8-4, means all foreign, alien and domestic insurance companies doing business in the state shall pay a tax upon the gross

direct premiums received by them on and after July 1, 1955. The tax shall be levied upon persons, property, or risks in the state, from January 1 to December 31, both inclusive, of each year without regard to business ceded to or assumed from other companies. The tax shall be imposed upon gross premiums received from direct writings without any deductions allowed for premium abatements of any kind or character or for reinsurance or for cash surrender values paid, or for losses or expenses of any kind; provided, however, deductions shall be allowed for premiums returned on the change of rate or canceled policies; provided, further, that deductions may be permitted for return premiums or assessments, including all policy dividends, refunds or other similar returns paid or credited to policyholders and not reapplied as premium for additional or extended life insurance. The term "gross direct premiums" does not mean and include annuity considerations. Annuity considerations received by nonprofit corporations licensed to do business in the state issuing annuities to fund retirement benefits for teachers and staff personnel of private secondary schools, colleges and universities shall not be considered gross direct premiums.

Insurer means a company which is authorized to transact business in any classes of insurance designated in O.C.G.A. § 33-3-5.

Sec. 24-2. License fees.

There is hereby levied an annual license fee upon each insurer doing business within the City in the amount of \$150.00. For each separate business location within the city, which is operating on behalf of such insurers within the city, there is hereby levied an additional license fee in the amount \$150.00.

Sec. 24-3. Additional license fees.

For each separate business location, not otherwise subject to a license fee hereunder, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and in connection with such loans or sales offers, solicits or takes applications for insurance through a licensed agent of an insurer for insurance, said insurer shall pay an additional license fee in the amount of \$52.50, being 35 percent of the licensing fee levied in Section 2 per location for the year 2018, and each year thereafter.

Sec. 24-4. Gross premiums tax—Life, accident and sickness insurers.

(a) There is hereby levied an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the state in an amount equal to one percent of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.1.

(b) The premium tax levied by this section is in addition to the license fees imposed by Section 2 of this Ordinance.

Sec. 24-5. Same—All other insurers.

(a) There is hereby levied an annual tax based solely upon gross direct premiums upon each insurer, other than an insurer transacting business in the class of insurance designated in O.C.G.A. § 33-3-5(1), doing business within the state in an amount equal to 2.5 percent of the gross direct premium received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.2.

(b) The premium tax levied by this section is in addition to the license fees imposed by Section 2 of this Ordinance.

Sec. 24-6. Fees due on January 1.

License fees imposed by Sections 2 and 3 of this Ordinance shall be effective immediately upon passage of this Ordinance and be due and payable on January 1, 2018 and on the first day of each subsequent year.

Sec. 24-7. – 24-10. Reserved.

Section 2: The Mayor and City Council hereby direct and authorize the City Manager, City Clerk and/or the City Attorney to transmit a certified copy of this Ordinance to the State of Georgia Insurance Commissioner, along with any other required documents to effectuate the collection of these license fees and taxes, within 45 days after the effective date of this Ordinance, but in no event later than December 31, 2017.

Section 3:

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.

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE 2017-_____

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

As to form:

Thompson Kurrie, Jr., City Attorney

Attest:

Brenda James, City Clerk



CITY COUNCIL AGENDA ITEM

**SUBJECT: ORDINANCE ADOPTING ARTICLE VII, EXCISE TAX ON RENTAL
MOTOR VEHICLES OF CHAPTER 24-TAXATION**

☒ **ORDINANCE** ☐ **POLICY** ☐ **STATUS REPORT**
☐ **DISCUSSION ONLY** ☐ **RESOLUTION** ☐ **OTHER**

Date Submitted: 11/13/2015 Work Session: 11/15/2015 Council Meeting: 11/20/2015

SUBMITTED BY: City Attorney

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: First Read Only

1 STATE OF GEORGIA
2 COUNTY OF DEKALB
3 CITY OF STONECREST

ORDINANCE 2017-_____

4
5 **AN ORDINANCE OF THE CITY OF STONECREST, GEORGIA, ADOPTING**
6 **ARTICLE VII, EXCISE TAX ON RENTAL MOTOR VEHICLES OF CHAPTER 24,**
7 **TAXATION, OF THE CODE OF ORDINANCES OF THE CITY OF STONECREST,**
8 **GEORGIA**
9

10 **WHEREAS**, the City of Stonecrest, Georgia Mayor and City Council are authorized by Section
11 1.03(b)(4) of the City Charter to adopt business regulations and levy certain business taxes as
12 authorized by the laws of the State of Georgia; and
13

14 **WHEREAS**, O.C.G.A. Section 48-13-90 *et seq.* authorizes the City to levy an excise tax upon the
15 rental charge collected by a rental motor vehicle concern when such charge constitutes a taxable
16 event for purposes of sales and use tax under Article 1, Chapter 8 of Title 48 of the Official Code
17 of Georgia Annotated.
18

19 **THEREFORE**, the Mayor and City Council of the City of Stonecrest, Georgia, hereby ordain as
20 follows:
21

22 **Section 1:** The Code of the City of Stonecrest, Georgia, is hereby amended by adding
23 **Article VII, Excise Tax on Rental Motor Vehicles of Chapter 24, Taxation**, that reads as
24 follows:

25 **CHAPTER 24. TAXATION**
26

27 **ARTICLE VII. – EXCISE TAX ON RENTAL MOTOR VEHICLES**
28

29 **Sec. 24-150. – Definitions.**
30

31 The following words, terms and phrases, when used in this article, shall have the meanings
32 ascribed to them in this section, except where the context clearly indicates a different meaning:
33

34 *Director of finance* means the head or director of the city finance department or his designee.
35

36 *Month or monthly period* shall mean the calendar months of any year.
37

38 *Rental charge* means the total value received by a rental motor vehicle concern for the rental or
39 lease for 31 or fewer consecutive days of a rental motor vehicle, including total cash and
40 nonmonetary consideration for the rental or lease including, but not limited to, charges based on
41 time or mileage and charges for insurance coverage or collision damage waiver but excluding all
42 charges for motor fuel taxes or sales taxes.

Rental motor vehicle means a motor vehicle designed to carry ten (10) or fewer passengers and used primarily for the transportation of persons that is rented or leased without a driver regardless of whether such vehicle is licensed in the state.

Rental motor vehicle concern means a person or legal entity which owns or leases five (5) or more rental motor vehicles and which regularly rents or leases such vehicles to the public for value.

Tax, excise tax or taxes shall mean the tax imposed by this article.

Sec. 24-151. – Authority; rules and regulations; records.

(a) *Authority.* The director of finance shall administer and enforce this article for the levy and collection of the tax.

(b) *Rules and regulations.* The director of finance shall have the power and authority to make and publish reasonable administrative rules and regulations not inconsistent with this article or other ordinances of the city or laws of the state or the constitution of the state or the United States for the administration and enforcement of this article and the collection of the tax under this article.

(c) *Records required.* Every rental motor vehicle concern subject to this article shall keep such records, receipts, invoices and other pertinent papers reflecting the number of rental motor vehicles rented or leased and the gross rental charges received by each rental motor vehicle concern for each month, in such form as the director of finance may require.

Sec. 24-152. – Levy of tax.

(a) Within the corporate limits of the city there is assessed and levied an excise tax upon each rental charge collected by any rental motor vehicle concern when such charge constitutes a taxable event for the purposes of the sales and use tax as provided for under Article 1, Chapter 8 of the Official Code of Georgia Annotated, as amended. The tax levied pursuant to this article shall be in the amount of three percent (3%) of the rental charge as defined herein. The tax levied pursuant to this article shall be imposed only at the time when, and the place where a customer pays sales tax with respect to the rental charge. The customer who pays a rental charge that is subject to the tax levy as provided in this article shall be liable for the tax. The tax shall be paid by the customer to the rental motor vehicle concern. The tax shall be a debt of the customer to the rental motor vehicle concern until it is paid and shall be recoverable at law in the same manner as authorized for the recovery for other debts.

(b) The rental motor vehicle concern collecting the tax shall remit the tax to the director of finance of the city and the tax thus remitted shall be a credit against the tax imposed by this article on the rental motor vehicle concern. Every rental motor vehicle concern subject to the tax levied by this article shall be liable for the tax at the rate of three percent (3%) upon the rental charges actually collected or the amount of taxes collected from the customers, whichever is, greater.

87

88 **Sec. 24-153. – Uses of tax proceeds.**

89 The projects and purposes for which the proceeds of the tax levied by this article are to be
90 expended are specified as follows:

- 91 (a) Promoting industry, trade, commerce and tourism;
- 92 (b) Capital outlay projects consisting of the construction of convention, trade, sports, and
93 recreational facilities, or public safety facilities, including the acquiring, constructing,
94 renovating, improving, and equipping of parking facilities, pedestrian walkways, plazas,
95 connections, and other public improvements associated with such convention, trade,
96 sports and recreational facilities or public safety facilities or the retirement of debt issued
97 with respect to such capital outlay projects; and
- 98 (c) Maintenance and operation expenses or security and public safety expenses associated
99 with subparagraph (b) of this section.

100

101 **Sec. 24-154. – Exclusion from tax.**

102 No tax shall be imposed pursuant to this article on the rental charge associated with the rental
103 or lease of a rental motor vehicle if either:

- 104 (a) The customer picks up the rental motor vehicle outside the state and returns it within the
105 state; or
- 106 (b) The customer picks up the rental motor vehicle in the state and returns it outside the
107 state.

108 **Sec. 24-155. – Authorized deduction for expenses.**

109

110 Each rental motor vehicle concern collecting the tax imposed by this article shall be
111 allowed to retain three percent (3%) of the tax due and collected and may retain that amount in the
112 form of a deduction for expenses incurred in submitting, reporting and paying the amount of taxes
113 due, but only if the amounts due are not delinquent at the time of payment.

114

115 **Sec. 24-156. – Monthly statement required showing rental charges and taxes.**

116

- 117 (a) On or before the 20th day of each month following the month of _____, 20__,
118 the rental motor vehicle concern liable for the tax provided for herein shall transmit to the director
119 of finance a statement showing the rental charges and taxes collected by authority of this article
120 for the immediately preceding calendar month. Along with said statement, the rental motor vehicle
121 concern shall submit to the director of finance the taxes due pursuant to this article for that
122 particular month.

123

(b) Failure to remit taxes by the due date shall subject the rental motor vehicle concern to a penalty of five percent (5%) of the taxes then due and in addition to such penalty, interest on the unpaid taxes then due computed at the rate of one percent (1%) per month.

Sec. 24-157. – Records.

In order to aid in the administration and enforcement of the provisions of this article and to collect all the tax imposed, all rental motor vehicle concerns are hereby required to keep a record of the number of rental motor vehicles rented or leased and all rental charges for rental motor vehicles and taxes collected which are related thereto. Said records shall be open for inspection and copying by any duly authorized agent of the city during regular business hours.

Sec. 24-158. – Deficiency Determinations.

(a) If the director of finance is not satisfied with the statement or statements of the excise tax provided for herein, or the amount of the tax paid to the city by any rental motor vehicle concern, the director of finance may compute and determine the amount required to be paid upon the basis of any information that is or may come into possession of the director of finance. One (1) or more deficiency determinations may be made of the amount due for one (1) or more monthly periods.

(b) The amount of the deficiency determination made by the director of finance shall bear interest at the rate of one percent (1%) per month or fraction thereof from the due date of the taxes found to be due but not paid.

(c) The director of finance shall give to the rental motor vehicle concern a written notice of any such deficiency determination. The notice may be served personally or by mail and if by mail the service shall be addressed to the operator or the owner of the rental motor vehicle concern at the address as the same appears in the business license or other records of the director of finance as provided to him by each rental motor vehicle concern. Service by mail is complete when delivered by certified mail with a receipt signed by an addressee or agent of the addressee.

(d) Except in cases of failure to file a statement, every notice of deficiency determination shall be mailed within three (3) years after the 20th day of the calendar month following the monthly period in which the amount proposed to be determined or within three (3) years after the statement is filed, whichever period shall expire last.

Sec. 24-159. – Failure to file a statement.

(a) If any rental motor vehicle concern fails to file a statement as required in this article, the director of finance shall make an estimate of the excise tax due. The estimate shall be made for the period or periods in respect to which the rental motor vehicle concern has failed to file a statement and shall be based upon such information that is or may come into the possession of the director of finance. Written notice shall be given in the manner as prescribed above in section 24-158(c).

(b) The amount of the delinquency determination shall bear interest at the rate of one (1)

percent per month or fraction thereof from the 20th day of the month following the monthly period for which the amount of any portion thereof should have been paid until the date of payment.

Sec. 24-160. – Audit authority.

Duly authorized employees of the city upon exhibition of identification and during regular business hours may examine and copy the books, papers, records, financial reports, equipment and other facilities if necessary of any rental motor vehicle concern in order to verify the accuracy of any statement filed pursuant to this article or if no statement is filed by the rental motor vehicle concern, to ascertain or determine the amount of tax required to be paid.

Sec. 24-161. – Withholding tax on sale of business.

(a) If any rental motor vehicle concern liable for any amount under this article transfers or sells its business or quits the business, its successors or assigns shall withhold sufficient amounts from the purchase price to cover any amounts required to be paid pursuant to this article until the former owner or operator of the rental motor vehicle concern produces a receipt from the director of finance or his designee showing that the indebtedness has been paid or a certificate stating that no amount is due.

(b) If the purchaser of a business or rental motor vehicle concern fails to withhold from the purchase price all amounts due as required herein such purchaser will be personally liable for the payment of the amount of the outstanding tax required to be withheld to the extent of such purchase price.

Sec. 24-162. – Penalty for violation.

(a) In addition to the interest charges and delinquent penalties specified in this article, any person who fails or refuses to comply with the provisions of this chapter, upon citation by the finance department and conviction of the violation in a court of competent jurisdiction, will be subject to a fine and/or imprisonment in accordance with this Code. Where any violation or offense continues from day to day, each day's continuance thereof will constitute a separate offense.

(b) For a third and each subsequent violation of this chapter, the court shall impose a fine of not less than two hundred fifty dollars (\$250.00) in addition to any other penalty or punishment imposed by the court.

(c) The tax levied by this article shall be effective on the first day of _____, 20__ and shall continue until its permissible existence shall expire as provided by law, or until otherwise terminated by the Georgia General Assembly or the City Council.

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

As to form:

City Attorney

Attest:

256

257

258

259 Brenda James, City Clerk

260



CITY COUNCIL AGENDA ITEM

**SUBJECT: ACCEPTANCE OF THE CERTIFICATION OF ELECTION RETURNS
FROM DEKALB COUNTY FOR THE NOV. 7, 2017 ELECTION**

☒ **ORDINANCE** ☐ **POLICY** ☐ **STATUS REPORT**
☐ **DISCUSSION ONLY** ☐ **RESOLUTION** ☐ **OTHER**

Date Submitted: 11/13/2017 Work Session: 11/15/2017 Council Meeting: 11/20/2017

SUBMITTED BY: City Clerk

PURPOSE: Dekalb County has certified the November 7, 2017 Election held for the City of Stonecrest. This agenda item is for the City of Stonecrest to accept the Consolidated Municipal Certification of Returns from Dekalb County.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Accept the Certification of the Election Results

CONSOLIDATED MUNICIPAL/COUNTY CERTIFICATION OF RETURNS FOR:

() SPECIAL ELECTION
(X) GENERAL ELECTION
() RUNOFF ELECTION

November 7, 2017

Date

STONECREST

Municipality/County

Instructions: Prepare and print (4) copies of the Election Summary (county consolidated vote totals report that is generated by GEMS). Attach copies of this consolidated certification report as follows:

1. White sheet is attached to Election Summary and returned to Secretary of State.
2. Yellow sheet is attached to Election Summary and maintained by Superintendent.
3. Pink sheet is attached to Election Summary and sent to Clerk of Superior Court.
4. Goldenrod Copy is attached to Election Summary and immediately posted at the City Hall (city) or Courthouse (county)

ELECTION SUMMARY MUST BE ATTACHED TO THIS FORM

WRITE-IN VOTES: Record total number of votes received by all qualified write-in candidates. Votes recorded here are the write-in totals from Direct Record Electronic Machines and Optical Scan Absentee/Provisional Ballots.

WRITE-IN CANDIDATES
(Insert Titles of Offices and
Names of Candidates)

Insert Vote Totals On Blanks Below:

1

Rank	Team	Votes
1	_____	Votes
2	_____	Votes
3	_____	Votes
4	_____	Votes
5	_____	Votes
6	_____	Votes
7	_____	Votes

We, the undersigned Superintendent of Elections and his/her Assistants, do jointly and severally certify that the attached Election Summary is a true and correct count of the votes cast in this City/County, and that the above listed Write-In Votes constitute all votes cast for qualified Write-In Candidates on Direct Record Electronic Machines and Optical Scan Absentee/Provisional Ballots. In TESTIMONY WHEREOF, We have hereunto set our hands and seals this 13th day of November, 2017. SIGNED IN QUADRUPLICATE.

DEKALB COUNTY BOARD OF
REGISTRATION & ELECTIONS

Superintendent Of Elections

<i>Samuel A. Jett</i>	Assistant
<i>W. E. Gentry</i>	Assistant
<i>Arthur J. Lewis</i>	Assistant
<i>Baldwin</i>	Assistant
	Assistant

Election Summary Report

DeKalb County

State of Georgia General Municipal and Special Election

November 7, 2017

Summary For City of StoneCrest (691), Multiple Counters, All Races

Official and Complete

Date:11/14/17

Time:10:49:24

Page:1 of 2

Registered Voters 22344 - Cards Cast 2196 9.83%

Num. Report Precinct 9 - Num. Reporting 9 100.00%

City Councilmember - D1 - Stonecrest					
	Polling	ABM	AIPI	PRO	Total
Number of Precincts	4	4	4	4	4
Precincts Reporting	4	4	4	4	4 100.0 %
Times Counted (Reg. Voters 5729)	425	1	44	0	470 8.2 %
Total Votes	388	0	43	0	431
JIMMY CLANTON JR (I)	383	0	43	0	426 98.84%
Write-in Votes	5	0	0	0	5 1.16%

City Councilmember - D3 - StoneCrest					
	Polling	ABM	AIPI	PRO	Total
Number of Precincts	4	4	4	4	4
Precincts Reporting	4	4	4	4	4 100.0 %
Times Counted (Reg. Voters 7011)	439	1	29	0	469 6.7 %
Total Votes	416	1	29	0	446
JAZZMIN R. COBBLE (I)	411	1	29	0	441 98.88%
Write-in Votes	5	0	0	0	5 1.12%

City Councilmember - D5 - Stonecrest					
	Polling	ABM	AIPI	PRO	Total
Number of Precincts	4	4	4	4	4
Precincts Reporting	4	4	4	4	4 100.0 %
Times Counted (Reg. Voters 7035)	767	11	63	0	841 12.0 %
Total Votes	700	11	60	0	771
DIANE ADOMA (I)	685	11	57	0	753 97.67%
Write-in Votes	15	0	3	0	18 2.33%

DeKalb - Equalized Homestead					
	Polling	ABM	AIPI	PRO	Total
Number of Precincts	9	9	9	9	9
Precincts Reporting	9	9	9	9	9 100.0 %
Times Counted (Reg. Voters 22344)	2022	13	161	0	2196 9.8 %
Total Votes	1988	12	160	0	2160
YES	1499	5	132	0	1636 75.74%
NO	489	7	28	0	524 24.26%

SPLOST					
	Polling	ABM	AIPI	PRO	Total
Number of Precincts	9	9	9	9	9
Precincts Reporting	9	9	9	9	9 100.0 %
Times Counted (Reg. Voters 22344)	2022	13	161	0	2196 9.8 %
Total Votes	1988	8	157	0	2153
YES	1506	3	126	0	1635 75.94%
NO	482	5	31	0	518 24.06%

Election Summary Report

DeKalb County

State of Georgia General Municipal and Special Election

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Summary For City of StoneCrest (691), Multiple Counters, All Races

Official and Complete

Date:11/14/17

Time:10:49:24

Page:2 of 2

Registered Voters 22344 - Cards Cast 2196 9.83%

Num. Report Precinct 9 - Num. Reporting 9 100.00%

DeKalb Homestead Exemption - SPECIAL					
	Polling	ABM	AIP1	PRO	Total
Number of Precincts	9	9	9	9	9
Precincts Reporting	9	9	9	9	9 100.0 %
Times Counted (Reg. Voters 22344)	2022	13	161	0	2196 9.8 %
Total Votes	1995	10	157	0	2162
YES	1576	6	138	0	1720 79.56%
NO	419	4	19	0	442 20.44%

Statement of Votes Cast
DeKalb County
State of Georgia General Municipal and Special Election
November 7, 2017

SOVC For City of StoneCrest (691), Multiple Counters, All Races
Official and Complete

Date: 11/14/17
Time: 11:17:48
Page: 1 of 11

	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
Jurisdiction Wide			
CANDLE-MUR ELEM (STC)			
Polling	2762	293	10.61%
Absentee by Mail	2762	4	0.14%
Advance in Person 1	2762	35	1.27%
Provisional	2762	0	0.00%
Total	2762	332	12.02%
FAIRINGTON ELEM (STC)			
Polling	4198	177	4.22%
Absentee by Mail	4198	0	0.00%
Advance in Person 1	4198	18	0.43%
Provisional	4198	0	0.00%
Total	4198	195	4.65%
FLAT ROCK ELEM (STC)			
Polling	2553	296	11.59%
Absentee by Mail	2553	2	0.08%
Advance in Person 1	2553	15	0.59%
Provisional	2553	0	0.00%
Total	2553	313	12.26%
MCWILLIAMS (STC)			
Polling	2088	229	10.97%
Absentee by Mail	2088	0	0.00%
Advance in Person 1	2088	13	0.62%
Provisional	2088	0	0.00%
Total	2088	242	11.59%
MILLER GROVE RD (STC)			
Polling	1919	327	17.04%
Absentee by Mail	1919	0	0.00%
Advance in Person 1	1919	19	0.99%
Provisional	1919	0	0.00%
Total	1919	346	18.03%
PRINCETON ELEM (STC)			
Polling	722	55	7.62%
Absentee by Mail	722	0	0.00%
Advance in Person 1	722	4	0.55%
Provisional	722	0	0.00%
Total	722	59	8.17%
REDAN-TROTTI LIB (STC)			
Polling	1445	133	9.20%
Absentee by Mail	1445	0	0.00%
Advance in Person 1	1445	13	0.90%
Provisional	1445	0	0.00%
Total	1445	146	10.10%
STONEVIEW ELEM (STC)			
Polling	1165	54	4.64%
Absentee by Mail	1165	1	0.09%
Advance in Person 1	1165	6	0.52%
Provisional	1165	0	0.00%
Total	1165	61	5.24%
WOODROW ROAD (STC)			

Statement of Votes Cast
DeKalb County
State of Georgia General Municipal and Special Election
November 7, 2017

Date: 11/14/17
Time: 11:17:48
Page: 2 of 11

SOVC For City of StoneCrest (691), Multiple Counters, All Races
Official and Complete

	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
Polling	5492	458	8.34%
Absentee by Mail	5492	6	0.11%
Advance in Person I	5492	38	0.69%
Provisional	5492	0	0.00%
Total	5492	502	9.14%
Total			
Polling	22344	2022	9.05%
Absentee by Mail	22344	13	0.06%
Advance in Person I	22344	161	0.72%
Provisional	22344	0	0.00%
Total	22344	2196	9.83%

Statement of Votes Cast
DeKalb County
State of Georgia General Municipal and Special Election
November 7, 2017
SOVC For City of StoneCrest (691), Multiple Counters, All Races
Official and Complete

Date: 11/14/17
Time: 11:17:48
Page: 3 of 11

City Councilmember - D1 - Stonecrest						
	Reg. Voters	Times Counted	Total Votes	JIMMY CLANTON JR (I)	Write-In Votes	
PRINCETON ELEM (STC)						
Polling	722	55	54	54 100.00%	0	0.00%
Absentee by Mail	722	0	0	0 -	0	-
Advance in Person I	722	4	3	3 100.00%	0	0.00%
Provisional	722	0	0	0 -	0	-
Total	722	59	57	57 100.00%	0	0.00%
REDAN-TROTTI LIB (STC)						
Polling	1445	133	118	115 97.46%	3	2.54%
Absentee by Mail	1445	0	0	0 -	0	-
Advance in Person I	1445	13	13	13 100.00%	0	0.00%
Provisional	1445	0	0	0 -	0	-
Total	1445	146	131	128 97.71%	3	2.29%
STONEVIEW ELEM (STC)						
Polling	947	50	45	44 97.78%	1	2.22%
Absentee by Mail	947	1	0	0 -	0	-
Advance in Person I	947	6	6	6 100.00%	0	0.00%
Provisional	947	0	0	0 -	0	-
Total	947	57	51	50 98.04%	1	1.96%
WOODROW ROAD (STC)						
Polling	2615	187	171	170 99.42%	1	0.58%
Absentee by Mail	2615	0	0	0 -	0	-
Advance in Person I	2615	21	21	21 100.00%	0	0.00%
Provisional	2615	0	0	0 -	0	-
Total	2615	208	192	191 99.48%	1	0.52%
Polling	5729	425	388	383 98.71%	5	1.29%
Absentee by Mail	5729	1	0	0 -	0	-
Advance in Person I	5729	44	43	43 100.00%	0	0.00%
Provisional	5729	0	0	0 -	0	-
Total	5729	470	431	426 98.84%	5	1.16%

Statement of Votes Cast
DeKalb County
State of Georgia General Municipal and Special Election
November 7, 2017
SOVC For City of StoneCrest (691), Multiple Counters, All Races
Official and Complete

Date: 11/14/17
Time: 11:17:48
Page: 4 of 11

City Councilmember - D3 - StoneCrest						
	Reg. Voters	Times Counted	Total Votes	JAZZMIN R. COBBLE (I	Write-In Votes	
FAIRINGTON ELEM (STC)						
Polling	4198	177	168	167 99.40%	1 0.60%	
Absentee by Mail	4198	0	0	0 -	0 -	
Advance in Person 1	4198	18	18	18 100.00%	0 0.00%	
Provisional	4198	0	0	0 -	0 -	
Total	4198	195	186	185 99.46%	1 0.54%	
MCWILLIAMS (STC)						
Polling	1222	130	123	123 100.00%	0 0.00%	
Absentee by Mail	1222	0	0	0 -	0 -	
Advance in Person 1	1222	6	6	6 100.00%	0 0.00%	
Provisional	1222	0	0	0 -	0 -	
Total	1222	136	129	129 100.00%	0 0.00%	
MILLER GROVE RD (STC)						
Polling	216	35	34	32 94.12%	2 5.88%	
Absentee by Mail	216	0	0	0 -	0 -	
Advance in Person 1	216	1	1	1 100.00%	0 0.00%	
Provisional	216	0	0	0 -	0 -	
Total	216	36	35	33 94.29%	2 5.71%	
WOODROW ROAD (STC)						
Polling	1375	97	91	89 97.80%	2 2.20%	
Absentee by Mail	1375	1	1	1 100.00%	0 0.00%	
Advance in Person 1	1375	4	4	4 100.00%	0 0.00%	
Provisional	1375	0	0	0 -	0 -	
Total	1375	102	96	94 97.92%	2 2.08%	
Polling	7011	439	416	411 98.80%	5 1.20%	
Absentee by Mail	7011	1	1	1 100.00%	0 0.00%	
Advance in Person 1	7011	29	29	29 100.00%	0 0.00%	
Provisional	7011	0	0	0 -	0 -	
Total	7011	469	446	441 98.88%	5 1.12%	

Statement of Votes Cast
DeKalb County
State of Georgia General Municipal and Special Election
November 7, 2017
SOVC For City of StoneCrest (691), Multiple Counters, All Races
Official and Complete

Date: 11/14/17
Time: 11:17:48
Page: 5 of 11

	City Councilmember - D5 - Stonecrest					
	Reg. Voters	Times Counted	Total Votes	DIANE ADOMA (I)	Write-In Votes	
Jurisdiction Wide						
CANDLE-MUR ELEM (STC)						
Polling	2762	293	272	267 98.16%	5	1.84%
Absentee by Mail	2762	4	4	4 100.00%	0	0.00%
Advance in Person I	2762	35	33	33 100.00%	0	0.00%
Provisional	2762	0	0	0 -	0	-
Total	2762	332	309	304 98.38%	5	1.62%
FLAT ROCK ELEM (STC)						
Polling	2553	296	274	268 97.81%	6	2.19%
Absentee by Mail	2553	2	2	2 100.00%	0	0.00%
Advance in Person I	2553	15	14	13 92.86%	1	7.14%
Provisional	2553	0	0	0 -	0	-
Total	2553	313	290	283 97.59%	7	2.41%
STONEVIEW ELEM (STC)						
Polling	218	4	3	3 100.00%	0	0.00%
Absentee by Mail	218	0	0	0 -	0	-
Advance in Person I	218	0	0	0 -	0	-
Provisional	218	0	0	0 -	0	-
Total	218	4	3	3 100.00%	0	0.00%
WOODROW ROAD (STC)						
Polling	1502	174	151	147 97.35%	4	2.65%
Absentee by Mail	1502	5	5	5 100.00%	0	0.00%
Advance in Person I	1502	13	13	11 84.62%	2	15.38%
Provisional	1502	0	0	0 -	0	-
Total	1502	192	169	163 96.45%	6	3.55%
Polling	7035	767	700	685 97.86%	15	2.14%
Absentee by Mail	7035	11	11	11 100.00%	0	0.00%
Advance in Person I	7035	63	60	57 95.00%	3	5.00%
Provisional	7035	0	0	0 -	0	-
Total	7035	841	771	753 97.67%	18	2.33%

Statement of Votes Cast
DeKalb County
State of Georgia General Municipal and Special Election
November 7, 2017
SOVC For City of StoneCrest (691), Multiple Counters, All Races
Official and Complete

Date: 11/14/17
Time: 11:17:48
Page: 6 of 11

	DeKalb - Equalized Homestead						
	Reg. Voters	Times Counted	Total Votes	YES	NO		
Jurisdiction Wide							
CANDLE-MUR ELEM (STC)							
Polling	2762	293	284	222 78.17%	62 21.83%		
Absentee by Mail	2762	4	4	3 75.00%	1 25.00%		
Advance in Person I	2762	35	35	30 85.71%	5 14.29%		
Provisional	2762	0	0	0 -	0 -		
Total	2762	332	323	255 78.95%	68 21.05%		
FAIRINGTON ELEM (STC)							
Polling	4198	177	172	125 72.67%	47 27.33%		
Absentee by Mail	4198	0	0	0 -	0 -		
Advance in Person I	4198	18	18	10 55.56%	8 44.44%		
Provisional	4198	0	0	0 -	0 -		
Total	4198	195	190	135 71.05%	55 28.95%		
FLAT ROCK ELEM (STC)							
Polling	2553	296	293	219 74.74%	74 25.26%		
Absentee by Mail	2553	2	2	0 0.00%	2 100.00%		
Advance in Person I	2553	15	15	11 73.33%	4 26.67%		
Provisional	2553	0	0	0 -	0 -		
Total	2553	313	310	230 74.19%	80 25.81%		
MCWILLIAMS (STC)							
Polling	2088	229	225	175 77.78%	50 22.22%		
Absentee by Mail	2088	0	0	0 -	0 -		
Advance in Person I	2088	13	13	10 76.92%	3 23.08%		
Provisional	2088	0	0	0 -	0 -		
Total	2088	242	238	185 77.73%	53 22.27%		
MILLER GROVE RD (STC)							
Polling	1919	327	324	248 76.54%	76 23.46%		
Absentee by Mail	1919	0	0	0 -	0 -		
Advance in Person I	1919	19	19	19 100.00%	0 0.00%		
Provisional	1919	0	0	0 -	0 -		
Total	1919	346	343	267 77.84%	76 22.16%		
PRINCETON ELEM (STC)							
Polling	722	55	54	41 75.93%	13 24.07%		
Absentee by Mail	722	0	0	0 -	0 -		
Advance in Person I	722	4	4	3 75.00%	1 25.00%		
Provisional	722	0	0	0 -	0 -		
Total	722	59	58	44 75.86%	14 24.14%		
REDAN-TROTTI LIB (STC)							
Polling	1445	133	132	93 70.45%	39 29.55%		
Absentee by Mail	1445	0	0	0 -	0 -		
Advance in Person I	1445	13	13	12 92.31%	1 7.69%		
Provisional	1445	0	0	0 -	0 -		
Total	1445	146	145	105 72.41%	40 27.59%		
STONEVIEW ELEM (STC)							
Polling	1165	54	54	40 74.07%	14 25.93%		
Absentee by Mail	1165	1	1	1 100.00%	0 0.00%		
Advance in Person I	1165	6	5	5 100.00%	0 0.00%		
Provisional	1165	0	0	0 -	0 -		
Total	1165	61	60	46 76.67%	14 23.33%		
WOODROW ROAD (STC)							

Statement of Votes Cast
DeKalb County
State of Georgia General Municipal and Special Election
November 7, 2017
SOVC For City of StoneCrest (691), Multiple Counters, All Races
Official and Complete

Date: 11/14/17
Time: 11:17:49
Page: 7 of 11

DeKalb - Equalized Homestead							
	Reg. Voters	Times Counted	Total Votes	YES		NO	
Polling	5492	458	450	336	74.67%	114	25.33%
Absentee by Mail	5492	6	5	1	20.00%	4	80.00%
Advance in Person 1	5492	38	38	32	84.21%	6	15.79%
Provisional	5492	0	0	0	-	0	-
Total	5492	502	493	369	74.85%	124	25.15%
Polling	22344	2022	1988	1490	75.40%	489	24.60%
Absentee by Mail	22344	13	12	5	41.67%	7	58.33%
Advance in Person 1	22344	161	160	132	82.50%	28	17.50%
Provisional	22344	0	0	0	-	0	-
Total	22344	2196	2160	1636	75.74%	524	24.26%

Statement of Votes Cast
DeKalb County
State of Georgia General Municipal and Special Election
November 7, 2017
SOVC For City of StoneCrest (691), Multiple Counters, All Races
Official and Complete

Date: 11/14/17
Time: 11:17:49
Page: 8 of 11

	SPLOST					
	Reg. Voters	Times Counted	Total Votes	YES	NO	
Jurisdiction Wide						
CANDLE-MUR ELEM (STC)						
Polling	2762	293	287	223 77.70%	64 22.30%	
Absentee by Mail	2762	4	2	1 50.00%	1 50.00%	
Advance in Person 1	2762	35	35	31 88.57%	4 11.43%	
Provisional	2762	0	0	0 -	0 -	
Total	2762	332	324	255 78.70%	69 21.30%	
FAIRINGTON ELEM (STC)						
Polling	4198	177	175	127 72.57%	48 27.43%	
Absentee by Mail	4198	0	0	0 -	0 -	
Advance in Person 1	4198	18	18	10 55.56%	8 44.44%	
Provisional	4198	0	0	0 -	0 -	
Total	4198	195	193	137 70.98%	56 29.02%	
FLAT ROCK ELEM (STC)						
Polling	2553	296	293	221 75.43%	72 24.57%	
Absentee by Mail	2553	2	0	0 -	0 -	
Advance in Person 1	2553	15	15	11 73.33%	4 26.67%	
Provisional	2553	0	0	0 -	0 -	
Total	2553	313	308	232 75.32%	76 24.68%	
MCWILLIAMS (STC)						
Polling	2088	229	222	174 78.38%	48 21.62%	
Absentee by Mail	2088	0	0	0 -	0 -	
Advance in Person 1	2088	13	13	9 69.23%	4 30.77%	
Provisional	2088	0	0	0 -	0 -	
Total	2088	242	235	183 77.87%	52 22.13%	
MILLER GROVE RD (STC)						
Polling	1919	327	321	237 73.83%	84 26.17%	
Absentee by Mail	1919	0	0	0 -	0 -	
Advance in Person 1	1919	19	17	14 82.35%	3 17.65%	
Provisional	1919	0	0	0 -	0 -	
Total	1919	346	338	251 74.26%	87 25.74%	
PRINCETON ELEM (STC)						
Polling	722	55	53	45 84.91%	8 15.09%	
Absentee by Mail	722	0	0	0 -	0 -	
Advance in Person 1	722	4	4	4 100.00%	0 0.00%	
Provisional	722	0	0	0 -	0 -	
Total	722	59	57	49 85.96%	8 14.04%	
REDAN-TROTTI LIB (STC)						
Polling	1445	133	131	98 74.81%	33 25.19%	
Absentee by Mail	1445	0	0	0 -	0 -	
Advance in Person 1	1445	13	12	11 91.67%	1 8.33%	
Provisional	1445	0	0	0 -	0 -	
Total	1445	146	143	109 76.22%	34 23.78%	
STONEVIEW ELEM (STC)						
Polling	1165	54	53	35 66.04%	18 33.96%	
Absentee by Mail	1165	1	1	1 100.00%	0 0.00%	
Advance in Person 1	1165	6	6	6 100.00%	0 0.00%	
Provisional	1165	0	0	0 -	0 -	
Total	1165	61	60	42 70.00%	18 30.00%	
WOODROW ROAD (STC)						

Statement of Votes Cast
DeKalb County
State of Georgia General Municipal and Special Election
November 7, 2017
SOVC For City of StoneCrest (691), Multiple Counters, All Races
Official and Complete

Date: 11/14/17
Time: 11:17:49
Page: 9 of 11

	SPLOST						
	Reg. Voters	Times Counted	Total Votes	YES		NO	
Polling	5492	458	453	346	76.38%	107	23.62%
Absentee by Mail	5492	6	5	1	20.00%	4	80.00%
Advance in Person 1	5492	38	37	30	81.08%	7	18.92%
Provisional	5492	0	0	0	-	0	-
Total	5492	502	495	377	76.16%	118	23.84%
Polling	22344	2022	1988	1506	75.75%	482	24.25%
Absentee by Mail	22344	13	8	3	37.50%	5	62.50%
Advance in Person 1	22344	161	157	126	80.25%	31	19.75%
Provisional	22344	0	0	0	-	0	-
Total	22344	2196	2153	1635	75.94%	518	24.06%

Statement of Votes Cast
DeKalb County
State of Georgia General Municipal and Special Election
November 7, 2017
SOVC For City of StoneCrest (691), Multiple Counters, All Races
Official and Complete

Date:11/14/17
Time:11:17:49
Page:10 of 11

DeKalb Homestead Exemption - SPECIAL						
	Reg. Voters	Times Counted	Total Votes	YES	NO	
Jurisdiction Wide						
CANDLE-MUR ELEM (STC)						
Polling	2762	293	288	227 78.82%	61 21.18%	
Absentee by Mail	2762	4	4	4 100.00%	0 0.00%	
Advance in Person 1	2762	35	35	31 88.57%	4 11.43%	
Provisional	2762	0	0	0 -	0 -	
Total	2762	332	327	262 80.12%	65 19.88%	
FAIRINGTON ELEM (STC)						
Polling	4198	177	173	129 74.57%	44 25.43%	
Absentee by Mail	4198	0	0	0 -	0 -	
Advance in Person 1	4198	18	18	17 94.44%	1 5.56%	
Provisional	4198	0	0	0 -	0 -	
Total	4198	195	191	146 76.44%	45 23.56%	
FLAT ROCK ELEM (STC)						
Polling	2553	296	293	242 82.59%	51 17.41%	
Absentee by Mail	2553	2	0	0 -	0 -	
Advance in Person 1	2553	15	15	13 86.67%	2 13.33%	
Provisional	2553	0	0	0 -	0 -	
Total	2553	313	308	255 82.79%	53 17.21%	
MCWILLIAMS (STC)						
Polling	2088	229	228	179 78.51%	49 21.49%	
Absentee by Mail	2088	0	0	0 -	0 -	
Advance in Person 1	2088	13	13	11 84.62%	2 15.38%	
Provisional	2088	0	0	0 -	0 -	
Total	2088	242	241	190 78.84%	51 21.16%	
MILLER GROVE RD (STC)						
Polling	1919	327	325	257 79.08%	68 20.92%	
Absentee by Mail	1919	0	0	0 -	0 -	
Advance in Person 1	1919	19	18	16 88.89%	2 11.11%	
Provisional	1919	0	0	0 -	0 -	
Total	1919	346	343	273 79.59%	70 20.41%	
PRINCETON ELEM (STC)						
Polling	722	55	54	47 87.04%	7 12.96%	
Absentee by Mail	722	0	0	0 -	0 -	
Advance in Person 1	722	4	4	3 75.00%	1 25.00%	
Provisional	722	0	0	0 -	0 -	
Total	722	59	58	50 86.21%	8 13.79%	
REDAN-TROTTI LIB (STC)						
Polling	1445	133	128	96 75.00%	32 25.00%	
Absentee by Mail	1445	0	0	0 -	0 -	
Advance in Person 1	1445	13	12	11 91.67%	1 8.33%	
Provisional	1445	0	0	0 -	0 -	
Total	1445	146	140	107 76.43%	33 23.57%	
STONEVIEW ELEM (STC)						
Polling	1165	54	54	41 75.93%	13 24.07%	
Absentee by Mail	1165	1	1	1 100.00%	0 0.00%	
Advance in Person 1	1165	6	5	5 100.00%	0 0.00%	
Provisional	1165	0	0	0 -	0 -	
Total	1165	61	60	47 78.33%	13 21.67%	
WOODROW ROAD (STC)						

Statement of Votes Cast
DeKalb County
State of Georgia General Municipal and Special Election
November 7, 2017
SOVC For City of StoneCrest (691), Multiple Counters, All Races
Official and Complete

Date:11/14/17
Time:11:17:49
Page:11 of 11

DeKalb Homesread Exemption - SPECIAL							
	Reg. Voters	Times Counted	Total Votes	YES		NO	
Polling	5492	458	452	358	79.20%	94	20.80%
Absentee by Mail	5492	6	5	1	20.00%	4	80.00%
Advance in Person 1	5492	38	37	31	83.78%	6	16.22%
Provisional	5492	0	0	0	-	0	-
Total	5492	502	494	390	78.95%	104	21.05%
Polling	22344	2022	1995	1576	79.00%	419	21.00%
Absentee by Mail	22344	13	10	6	60.00%	4	40.00%
Advance in Person 1	22344	161	157	138	87.90%	19	12.10%
Provisional	22344	0	0	0	-	0	-
Total	22344	2196	2162	1720	79.56%	442	20.44%



CITY COUNCIL AGENDA ITEM

**SUBJECT: RESOLUTION FOR THE OFFICIAL HOLIDAYS FOR THE CITY OF
STONECREST**

☐ ORDINANCE ☐ POLICY ☐ STATUS REPORT
☐ DISCUSSION ONLY ☐ RESOLUTION ☒ OTHER

Date Submitted: 11/13/2017 Work Session: 11/15/2017 Council Meeting: 11/20/2017

SUBMITTED BY: City Clerk

PURPOSE: Attached are the recommended holidays for the City of Stonecrest. These followed the State of Georgia except they had a few other state holidays.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

**A RESOLUTION OF THE CITY OF STONECREST, GEORGIA, APPROVING THE
CITY'S HOLIDAY SCHEDULE**

WHEREAS, the Mayor and City Council of the City of Stonecrest, Georgia, desire to establish the City's Holiday Schedule for 2018; and

WHEREAS, the Mayor and City Council find that the City's Holiday Schedule for the 2018 calendar year must be established and published in a timely manner to provide for informed citizens.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Stonecrest, Georgia, that the Mayor and City Council of the City of Stonecrest do hereby adopt the City's Holiday Schedule for 2018 attached hereto.

This Resolution shall be effective immediately upon its adoption.

SO, RESOLVED this the 20th day of November 2017.

Approved:

Jason Lary, Sr., Mayor

Attest:

Brenda James, City Clerk

2018

HOLIDAYS

January 1 ST	New Year's Day
January 15 th	Martin Luther King Day
May 28 th	Memorial Day
July 4 th	4 th of July
September 3 rd	Labor Day
November 12 th	Veterans Day
November 22 nd	Thanksgiving Day
November 23 rd	Day after Thanksgiving
December 24 th	Christmas Eve
December 25 th	Christmas Day
December 31 st	New Year's Eve



CITY COUNCIL AGENDA ITEM

**SUBJECT: RESOLUTION AUTHORIZING THE SUBMITTAL OF CHARTER
AMENDMENTS TO THE DEKALB COUNTY LOCAL DELEGATION**

☒ **ORDINANCE** ☐ **POLICY** ☐ **STATUS REPORT**
☐ **DISCUSSION ONLY** ☒ **RESOLUTION** ☐ **OTHER**

Date Submitted: Work Session: 11/15/2017 Council Meeting: 11/20/2017

SUBMITTED BY: Attorney Tom Kurrie

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:



CITY COUNCIL AGENDA ITEM

**SUBJECT: ORDINANCE TO AMEND THE CHARTER OF THE CITY OF
STONECREST**

☒ **ORDINANCE** ☐ **POLICY** ☐ **STATUS REPORT**
☐ **DISCUSSION ONLY** ☒ **RESOLUTION** ☐ **OTHER**

Date Submitted: **Work Session: 11/15/2017** **Council Meeting: 11/20/2017**

SUBMITTED BY: Attorney Tom Kurrie

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Adoption of the Ordinance



CITY COUNCIL AGENDA ITEM

**SUBJECT: ORDINANCE TO AMEND CHAPTER 4-ALCOHOLIC BEVERAGES TO
REQUIRE A FIVE MEMBER ALCOHOLIC BEVERAGE APPEAL BOARD**

☒ **ORDINANCE** ☐ **POLICY** ☐ **STATUS REPORT**
☐ **DISCUSSION ONLY** ☐ **RESOLUTION** ☐ **OTHER**

Date Submitted: 11/16/2017

Council Meeting: 11/20/2017

SUBMITTED BY: Attorney Destiny Washington

PURPOSE: This ordinance is to establish an Alcohol Review Board of 5 members. The First Reading was September 5, 2017.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Adoption of the Ordinance

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE 2017-_____

**AN ORDINANCE TO AMEND CHAPTER 4 - ALCOHOLIC BEVERAGES, OF THE
CITY OF STONECREST, GEORGIA CODE OF ORDINANCES TO REQUIRE A FIVE
MEMBER ALCOHOLIC BEVERAGE APPEAL BOARD**

WHEREAS, the Georgia Alcoholic Beverage Code (O.C.G.A. § 3-1-1 et al.) regulates state-wide alcoholic beverage related activities in the State of Georgia;

WHEREAS, Pursuant to Section 1.03 of the Charter of the City of Stonecrest, Georgia, the City of Stonecrest (the "City") has been vested with substantial powers, rights, and functions to generally regulate the use of real property and the sale of alcohol for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the City;

WHEREAS, the City has the power to define, regulate, license, 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;

WHEREAS, the Mayor and Council wish to amend Chapter 4 of the Code of Ordinances for the City of Stonecrest, Georgia to provide for an Alcohol Review Board consisting of five Alcohol Review Hearing Officers.

NOW THEREFORE BE IT ORDAINED:

SECTION I.

Section 4.3.1., of Article III, of Chapter 4 of The Code of the City of Stonecrest, Georgia, is hereby amended to read as follows:

Sec. 4.3.1. – Alcohol Review Board establishment; composition

- (a) There is hereby established an alcohol review board (sometimes referred to as the "ARB") which shall have the responsibility for alcoholic beverage appeals. The ARB shall consist of five (5) alcohol review hearing officers selected from the available pool of individuals licensed to practice law in the State of Georgia, ~~one from each district in the City of Stonecrest~~, who shall be appointed by the mayor and confirmed by the city council. Any member must comply with the requirements of Section 2.14 of the Charter of the City of Stonecrest and shall serve a term of two (2) years.

- (b) At the initial appointment of the ARB, to occur within 30 days of the passing of this ordinance, Mayor and Council shall direct three (3) of the five (5) members to serve a term of two (years). The remaining members shall serve a term of one (1) year.
- (c) Any member may be removed in accordance with Section 2.14 of the Charter of the City of Stonecrest.

SECTION II.

Section 4.3.2., of Article III, of Chapter 4 of The Code of the City of Stonecrest, Georgia, is hereby amended to read as follows:

Sec. 4.3.2. - Alcoholic beverage appeals.

The alcoholic beverage appeals shall be heard by one of the five ~~the ARB~~ alcohol review hearing officers, selected on a rotating basis, who shall have the following duties: ~~The alcoholic beverage appeals shall be heard by the ARB, who shall have the following duties:~~

- (a) To hear appeals from decisions of the City Manager or his designee denying the issuance or renewal of any license pertaining to the sale of alcoholic beverages in the city;
- (b) To hear appeals from the decisions of the City Manager or his designee revoking or suspending any license pertaining to the sale of alcoholic beverages in the city;
- (c) To hear appeals from the decisions of the City Manager or his designee denying the issuance of permits pertaining to employment in a licensed establishment;
- (d) To hear appeals from the decisions of the City Manager or his designee revoking or suspending an employee permit to an employee of a licensed establishment.

SECTION III.

Section 4.3.3., of Article III, of Chapter 4 of The Code of the City of Stonecrest, Georgia, is hereby amended to read as follows:

Sec. 4.3.3. - Hearings.

- (a) No license or permit under this chapter shall be denied, suspended or revoked without the opportunity for a hearing as hereinafter provided.
- (b) The City Manager or his designee shall provide written notice to the applicant or licensee of the decision to deny, suspend or revoke the license or permit. Such written notification shall notify the applicant or licensee of the right of appeal. Any applicant or licensee who is aggrieved or adversely affected by a final action of the City Manager or his designee may have a review thereof by appeal to the alcoholic beverage appeals hearing officer. Such appeal shall be by written petition filed with the city clerk within fifteen (15) days from the final decision or action by the city.
- (c) A hearing shall be conducted on each appeal within thirty days of the date of filing of the appeal, unless a continuance of such date is agreed to by the appellant and the issuing department. The

appellant at such hearing shall have the right to be represented by an attorney at the expense of the appellant, and to present evidence, cross-examine witnesses, and have the hearing transcribed.

- (d) ~~A majority of the members of the ARB shall constitute a quorum. All findings of the ARB must be approved by a majority of the quorum. The City Manager shall develop additional hearing rules, which shall comply with the guidelines of due process set forth in O.C.G.A § 3-3-2(b).~~
- (e) The findings of the ARB shall be forwarded to the appellant and the City at the conclusion of the hearing.
- (f) The findings of the ARB shall be final unless appealed within thirty (30) days of the date of the findings by certiorari to the superior court of the county.

SECTION IV.

This Amendment shall be codified in a manner consistent with the laws of the State of Georgia and the City.

SECTION V.

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

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

(c) In the event that any phrase, clause, sentence, paragraph or section of this Amendment 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 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 Amendment and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Amendment shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION VI.

All ordinances and parts of ordinances in conflict with this Amendment herewith are hereby expressly repealed.

SECTION VII.

The effective date of this Amendment shall be the date of adoption unless otherwise stated herein.

SECTION VIII.

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.

ORDAINED this _____ day of _____, 2017.

CITY OF STONECREST, GEORGIA

Jason Lary, Sr, Mayor

ATTEST:

Brenda James, Acting City Clerk

APPROVED AS TO FORM BY:

Thompson Kurrie, City Attorney



CITY COUNCIL AGENDA ITEM

**SUBJECT: ORDINANCE TO AMEND CHAPTER 4-ALCOHOLIC BEVERAGES TO
REQUIRE A FIVE MEMBER ALCOHOLIC BEVERAGE APPEAL BOARD**

☒ **ORDINANCE** ☐ **POLICY** ☐ **STATUS REPORT**
☐ **DISCUSSION ONLY** ☐ **RESOLUTION** ☐ **OTHER**

Date Submitted: 11/16/2017

Council Meeting: 11/20/2017

SUBMITTED BY: Attorney Destiny Washington

PURPOSE: This ordinance is to establish an Alcohol Review Board of 5 members. The First Reading was September 5, 2017.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Adoption of the Ordinance

**AN ORDINANCE TO AMEND CHAPTER 4 - ALCOHOLIC BEVERAGES, OF THE
CITY OF STONECREST, GEORGIA CODE OF ORDINANCES TO REQUIRE A FIVE
MEMBER ALCOHOLIC BEVERAGE APPEAL BOARD**

WHEREAS, the Georgia Alcoholic Beverage Code (O.C.G.A. § 3-1-1 et al.) regulates state-wide alcoholic beverage related activities in the State of Georgia;

WHEREAS, Pursuant to Section 1.03 of the Charter of the City of Stonecrest, Georgia, the City of Stonecrest (the "City") has been vested with substantial powers, rights, and functions to generally regulate the use of real property and the sale of alcohol for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the City;

WHEREAS, the City has the power to define, regulate, license, 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;

WHEREAS, the Mayor and Council wish to amend Chapter 4 of the Code of Ordinances for the City of Stonecrest, Georgia to provide for an Alcohol Review Board consisting of five Alcohol Review Hearing Officers.

NOW THEREFORE BE IT ORDAINED:

SECTION I.

Section 4.3.1., of Article III, of Chapter 4 of The Code of the City of Stonecrest, Georgia, is hereby amended to read as follows:

Sec. 4.3.1. – Alcohol Review Board establishment; composition

- (a) There is hereby established an alcohol review board (sometimes referred to as the "ARB") which shall have the responsibility for alcoholic beverage appeals. The ARB shall consist of five (5) alcohol review hearing officers selected from the available pool of individuals licensed to practice law in the State of Georgia; ~~one from each district in the City of Stonecrest~~, who shall be appointed by the mayor and confirmed by the city council. Any member must comply with the requirements of Section 2.14 of the Charter of the City of Stonecrest and shall serve a term of two (2) years.

- (b) At the initial appointment of the ARB, to occur within 30 days of the passing of this ordinance, Mayor and Council shall direct three (3) of the five (5) members to serve a term of two (years). The remaining members shall serve a term of one (1) year.
- (c) Any member may be removed in accordance with Section 2.14 of the Charter of the City of Stonecrest.

SECTION II.

Section 4.3.2., of Article III, of Chapter 4 of The Code of the City of Stonecrest, Georgia, is hereby amended to read as follows:

Sec. 4.3.2. - Alcoholic beverage appeals.

The alcoholic beverage appeals shall be heard by one of the five the ARB alcohol review hearing officers, selected on a rotating basis, who shall have the following duties: ~~The alcoholic beverage appeals shall be heard by the ARB, who shall have the following duties:~~

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- (d) To hear appeals from the decisions of the City Manager or his designee revoking or suspending an employee permit to an employee of a licensed establishment.

SECTION III.

Section 4.3.3., of Article III, of Chapter 4 of The Code of the City of Stonecrest, Georgia, is hereby amended to read as follows:

Sec. 4.3.3. - Hearings.

- (a) No license or permit under this chapter shall be denied, suspended or revoked without the opportunity for a hearing as hereinafter provided.
- (b) The City Manager or his designee shall provide written notice to the applicant or licensee of the decision to deny, suspend or revoke the license or permit. Such written notification shall notify the applicant or licensee of the right of appeal. Any applicant or licensee who is aggrieved or adversely affected by a final action of the City Manager or his designee may have a review thereof by appeal to the alcoholic beverage appeals hearing officer. Such appeal shall be by written petition filed with the city clerk within fifteen (15) days from the final decision or action by the city.
- (c) A hearing shall be conducted on each appeal within thirty days of the date of filing of the appeal, unless a continuance of such date is agreed to by the appellant and the issuing department. The

appellant at such hearing shall have the right to be represented by an attorney at the expense of the appellant, and to present evidence, cross-examine witnesses, and have the hearing transcribed.

- (d) ~~A majority of the members of the ARB shall constitute a quorum. All findings of the ARB must be approved by a majority of the quorum. The City Manager shall develop additional hearing rules, which shall comply with the guidelines of due process set forth in O.C.G.A § 3-3-2(b).~~
- (e) The findings of the ARB shall be forwarded to the appellant and the City at the conclusion of the hearing.
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This Amendment shall be codified in a manner consistent with the laws of the State of Georgia and the City.

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

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(c) In the event that any phrase, clause, sentence, paragraph or section of this Amendment 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 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 Amendment and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Amendment shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION VI.

All ordinances and parts of ordinances in conflict with this Amendment herewith are hereby expressly repealed.

SECTION VII.

The effective date of this Amendment shall be the date of adoption unless otherwise stated herein.

SECTION VIII.

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.

ORDAINED this _____ day of _____, 2017.

CITY OF STONECREST, GEORGIA

Jason Lary, Sr, Mayor

ATTEST:

Brenda James, Acting City Clerk

APPROVED AS TO FORM BY:

Thompson Kurrie, City Attorney