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 AGENDA

November 6, 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 October 16, 2017

VII. ADOPTION OF THE CITY COUNCIL AGENDA:

VIII. PUBLIC HEARING:

1. An Ordinance to Adopt the Budget for the Calendar Year of 2017.

IX. 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. **First Read Only**

3. An Ordinance Adopting Chapter 9 (Municipal Court) of the City of Stonecrest. **First Read Only**

4. An Ordinance to Adopt Article IV—Cable Television Franchises in Chapter 8 **First Read Only**

5. Approval of the Official City of Stonecrest 2017 Holidays

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

7. Approval of the Council Commitment Form of the Retreat

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 MINUTES

October 16, 2017
10:00 a.m.
Stonecrest Library
3123 Klondike Road
Lithonia, Georgia

I. CALL TO ORDER: Mayor Jason Lary called the meeting to order at 10:05am

II. ROLL CALL: Council Member Rob Turner was absent and all other were present. Council Member Cobble arrived at 10:35am

III. INVOCATION: Mayor Lary

IV. PLEDGE OF ALLEGIANCE:

V. PUBLIC COMMENTS:

Susan M. Lee spoke on the change in the name of the City of Stonecrest to Amazon.

Mrs. Scoffield praised the City of Stonecrest for all they are doing and have done.

VI. MINUTES: Approval of Minutes of the Regular City Council Meeting of October 2, 2017

Council Member George Turner made the motion to approve the minutes with Council Member Adoma providing the second. **The motion carried unanimously.**

VII. ADOPTION OF THE CITY COUNCIL AGENDA:

Mayor Lary said he would like to add as #8- A Discussion on the Landbank, #9- Arabia Mountain Overlay Steering Committee and #10-Mayor's Steering Committee for an Intergovernmental Agreement with East Metro CID.
Council Member George Turner made a motion to adopt the agenda with the additional items with Council Member Clanton providing the second. **The motion carried unanimously.**

VIII. AGENDA ITEMS:

OLD BUSINESS:

1. **Adoption** of an Ordinance to Amend Section 4.5.3, Section 4.5.14 and Section 4.5.20 of Chapter 4- Alcoholic Beverages of the City of Stonecrest

   Attorney Janelle Alleyne gave an overview of the ordinance.

   Council Member Adoma made a motion to adopt the Ordinance to Amend Section 4.5.3, Section 4.55.14 and Section 4.5.20 of Chapter 4- Alcoholic Beverages with Council Member George Turner providing the second. **The motion carried unanimously.**

2. **Adoption** of an Ordinance to Amend the Soil, Erosion, Sedimentation and Pollution Control Ordinance

   City Manager Michael Harris said the effective date of this ordinance is October 16, 2017. He also introduced Josh Reid the new Land Development Official. Council Member George Turner made the motion to adopt the Ordinance to Amend the Soil, Erosion, Sedimentation and Pollution Control Ordinance with Council Member Adoma providing the second. **The motion carried unanimously.**

3. **Adoption** of the Ordinance for Film and Entertainment in the City of Stonecrest

   City Attorney Tom Kurrie gave an overview of the Film and Entertainment Ordinance. Council Member George Turner made a motion to adopt the Ordinance for Film and Entertainment in the City of Stonecrest. Council Member Clanton provided the second. **The motion carried unanimously.**

4. **Adoption** of an Ordinance Levying an Excise Tax for the Wholesale of Alcoholic Beverages in the City of Stonecrest

   Attorney Janelle Alleyne gave an overview of the Ordinance.

   Council Member George Turner made a motion to adopt the Ordinance levying an Excise Tax for the Wholesale of Alcoholic Beverage with Council Member Clanton providing the second. **The motion carried unanimously.**

NEW BUSINESS:

5. **Approval** of the Intergovernmental Agreement for Business Licenses and Related Taxes with Dekalb County

   Council Member Adoma made a motion to approve the Intergovernmental Agreement for Business License and Related Taxes with Dekalb County with Council Member George Turner providing the second. **The motion carried unanimously.**

6. **First Read Only** of an Ordinance to Amend Chapter 4-Alcoholic Beverages of the City of Stonecrest.

   Attorney Janelle Alleyne gave an overview of the Ordinance to Amend Chapter 4-alcoholic Beverages. **This was the First Read Only.**

7. Resolution to Establish the Education Advisory Committee for the City of Stonecrest

   Mayor Lary appointed Dr. Barbara Lee, Pamela Childs, Sandra Harris, Andrew Wells, Nicole Prater, Johnny Waits, Dr. Lisa Bratton, Paul Pierce, Keenja Dennis and Council Member Diane Adoma to the Education Advisory Committee. Council Member Cobble made a motion to approve the appointments with Council Member Clanton providing the second. **The motion carried unanimously.**

8. Discussion on the Landbank

   Attorney Kurrie gave an overview of the landbank.

9. Resolution to Establish the Arabia Mountain Overlay Steering Committee of the City of Stonecrest

   Mayor Lary made a motion to approve a resolution creating the Arabia Mountain Overlay Steering Committee for the purpose of studying the overlay to make recommendations to Mayor and Council with Council Member George Turner, Council Member Diane Adoma, Council Member Jimmy Clanton, Mera Cardenas, Kelly Jordan, Eric Hubbard, Jetha Wagner, City Manager, Michael Harris, Community Development Director, Nicole Dozier being appointed as members and other members may be appointed by the Stonecrest Business Alliance, Parks of Stonecrest Community Civic Association, Klondike Area Civic Association and such other civic associations and business as may be designated by Council Members Clanton or Adoma with the concurrence of the Mayor. Council Member Adoma providing the second. **The motion carried unanimously.**

10. Resolution to Establish the East Metro CID Cooperation Agreement Steering Committee of the City of Stonecrest

Mayor Lary appointed Council Member Jimmy Clanton, Council Member Rob Turner, Council Member Jazzmin Cobble, Michael Harris, Sabrina Wright, J.P. Singh and Attorney Bernard Knight to the East Metro CID Cooperation Agreement Steering Committee of the City of Stonecrest. Mayor Lary made a motion to approve the appointments with Council Member Clanton providing the second. **The motion carried unanimously.**

Mayor Lary made a motion to appoint Council Member Cobble as an Advisor for Public Finance issues with Council Member Clanton providing the second. **The motion carried unanimously.**

IX. CITY MANAGER COMMENTS:

City Manager, Michael Harris announced Open House for Code Enforcement on Saturday, November 4, 2017 at Stonecrest Mall at 10:00 a.m.

X. CITY ATTORNEY COMMENTS:

City Attorney Tom Kurrie spoke on the Comcast Resolution and said there are still issues with Comcast and they would like the effective date to be July 1, 2017. He also spoke on the next step concerning the Confederate Monuments.

XI. MAYOR AND COUNCIL COMMENTS:

Council Member George Turner announced the 5K Walk against Hypertension on October 28, 2017 at 8:00 a.m. on the Natural Trail sponsored by the Omega Psi Phi Organization.

Council Member Cobble said there will be a Community Committee Meeting on Tuesday, October 11th at 7:00 p.m. She also said there are many who want to volunteer with Code Enforcement. She said on October 18th at Avondale Pizza there will be a meeting of the Young Democrats and Stacy Abrams a candidate for Governor will be present. Also, on Saturday, October 21st from 10:30 to 3:00 at Ousley United Methodist Church there will be Food Trucks and a Business Expo.

Mayor Lary spoke on the Amazon Bid and national attention. He also said there will be a supper announcement on Friday, October 20th at 11:00 about the Sports Complex.

XII. ADJOURNMENT:

Council Member Cobble made a motion to adjourn the meeting with Mayor Lary providing the second. **The motion carried unanimously.**

XIII. EXECUTIVE SESSION:

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

THE CITY OF STONECREST GEORGIA

CITY COUNCIL AGENDA ITEM

SUBJECT: ORDINANCE TO ADOPT THE 2017 CALENDAR YEAR BUDGET

(X) ORDINANCE	( ) POLICY	( ) STATUS REPORT
( ) DISCUSSION ONLY	( ) RESOLUTION	( ) OTHER

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

SUBMITTED BY: City Manager Michael Harris

PURPOSE: This ordinance is to adopt the 2017 Calendar Year Budget. A Public Hearing was held at the November 1, 2017 Work session and a Public Hearing and Adoption of the Budget at the November 6, 2017 Meeting.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Public Hearing and Adoption of the Ordinance

STATE OF GEORGIA

CITY OF STONECREST

AN ORDINANCE TO ADOPT A BUDGET FOR THE CALENDAR YEAR 2017

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

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

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

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

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

SO ORDAINED, this 6th day of November, 2017

Approved:________________________________

Jason Lary, Mayor

Attest:________________________________

Brenda James, City Clerk

CITY OF STONECREST
OPERATING BUDGET

FY 2017 GENERAL FUND BUDGET SUMMARY

	FY 2017 7 MONTHS
Beginning Fund Balance	0.00
General Property Tax	900,000.00
Selective Sales & Use Tax	50,000.00
Business Taxes	1,200,000.00
Delinquent Taxes	0.00
Business License	10,000.00
Building/Development Permits	350,000.00
Zoning Fees	5,000.00
General Government	0.00
Fines & Forfeitures	0.00
Interest Earned	0.00
Other Sources of Income	159,000.00
TOTAL GENERAL FUND REVENUES	**2,674,000.00**
City Council	81,417.00
City Manager	250,000.00
City Clerk	175,123.00
Finance/Administration	5,710.00
Legal Services	400,000.00
Facilities and Buildings	78,500.00
Communications	107,000.00
IT/GIS	170,810.00

General Operations	382,500.00
Municipal Court	1,000.00
Parks	0.00
Community Development	759,518.00
Economic Development	77,500.00
Designated Reserve	184,922.00
	0.00
TOTAL GENERAL FUND EXPENDITURES	**2,674,000.00**
Year End Fund Balance	184,922.00

FY2018 HOTEL/MOTEL FUND BALANCE SUMMARY

Taxes
Total Hotel/Motel Fund Expenditures

Economic Development
Total Hotel/Motel Fund Expenditures

FY2018 RENTAL CAR FUND BALANCE SUMMARY

Taxes
Total Rental Car Fund Revenues

Economic Development
Total Rental Car Fund Expenditures

TOTAL REVENUES ALL FUNDS

TOTAL EXPENDITURES ALL FUNDS

100 - General Fund Revenue Detail

Taxes

General Property Tax

100-031-03110-31100		
100-031-03110-31110	Public Utility Tax	
100-031-03110-31200	Ad Valorem Tax-Prior Year	
100-031-03110-31310	Motor Vehicle Tax	
100-031-03110-31315	Title Ad Valorem Tax	
100-031-03110-31320	Mobile Home Tax	
100-031-03110-31325	Heavy Equipment Tax	
100-031-03110-31340	Intangible Tax Revenue	
100-031-03110-31350	Railroad Equipment Tax	
100-031-03110-31360	Real Estate Transfer Tax	
100-031-03110-31370	Franchise Fees	900,000
SUBTOTAL		900000

Selective Sales & Use Tax

100-031-03140-34200	Alcoholic Beverage Excise Tax	50000
100-031-03140-34300	Local Option Mixed Drink	
100-031-03140-34900	Other Selective Tax	
SUBTOTAL		50000

Business Taxes

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

Penalties & Interest On Delinquent Taxes

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

TAXES SUBTOTAL

License & Permits

Business License

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

Building/Development Permits

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

Regulatory Fees

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

LICENSE & PERMITS SUBTOTAL

General Government

General Government

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

GENERAL GOVERNMENT SUBTOTAL

Fines & Forfeitures

Fines & Forfeitures

100-035-03510-35100	Municipal Court	0
SUBTOTAL		0

FINES & FORFEITURE SUBTOTAL

Interest Earned

Interest Revenues

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

INTEREST EARNED SUBTOTAL

Other Sources of Revenue

Contributions/Donations

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

Other Financing Sources

100-390-39100-39120	Transfer from Hotel/Motel	150000
100-390-39100-39121	Transfer from Hotel/Motel for Parks	0
100-390-39100-39122	Transfer from Rental Car	9000
SUBTOTAL		159000

OTHER SOURCES OF REVENUE SUBTOTAL

TOTAL GENERAL FUND REVENUES	2,674,000.00

100-General Fund Expenditures Detail

City Council

100-010-05110-51110	Regular Salaries	55,417.00
100-010-05110-51210	Group Insurance	
100-010-05110-51240	Retirement	
100-010-05110-51260	Unemployment Expense	
100-010-05110-51270	Workers Comp.	
100-010-05110-51200	FICA/Medicare	6,000.00
100-010-05110-52370	Education & Training	
100-010-05110-53160	Mayor's Expenses	5,000.00
100-010-05110-53165	Council Expenses	15,000.00
City Council Subtotal		81,417.00
City Manager		
100-010-05130-51110	Regular Salaries	
100-010-05130-51200	FICA/Medicare	
100-010-05130-51210	Group Insurance	
100-010-05130-51240	Retirement	
100-010-05130-51260	Unemployment Expense	
100-010-05130-51270	Workers Comp.	
100-010-05130-51290	Other Emp. Benefits	
100-010-05130-51280	Relocation Expenses	
100-010-05130-52121	Contractual Svcs. CH2M	250,000.00
100-010-05130-52350	Travel Expense	
100-010-05130-52360	Dues & Fees	
100-010-05130-52370	Education & Training	
100-010-05130-53100	Operating Supplies	
100-010-05130-53175	Hospitality Supplies	0.00
City Manager Subtotal		250,000.00
City Clerk		
100-010-05131-51110	Regular Salaries	

100-010-05131-51200	FICA/Medicare	
100-010-05131-51210	Group Insurance	
100-010-05131-51240	Retirement	
100-010-05131-51260	Unemployment Expense	
100-010-05131-51270	Workers Comp.	
100-010-05131-51290	Other Employment Benefits	
100-010-05131-52112	Election Services	55,123.00
100-010-05131-52120	Professional Services	
100-010-05131-52121	Contractual Services CH2M	100,000.00
100-010-05131-52330	Advertising	18,000.00
100-010-05131-52350	Travel Expense	
100-010-05131-52360	Dues & Fees	
100-010-05131-52370	Education & Training	
100-010-05131-53110	Operating Supplies	2,000.00
100-010-05131-53101	Postage	
City Clerk Subtotal		175,123.00
Finance Administration		
100-010-05151-51110	Regular Salaries	
100-010-05151-51200	FICA/Medicare	
100-010-05151-51210	Group Insurance	
100-010-05151-51240	Retirement	
100-010-05151-51260	Unemployment Expense	
100-010-05151-51270	Workers Comp.	
100-010-05151-51290	Other Employment Benefits	
100-010-05151-52110	Audit Services	
100-010-05151-52120	Professional Services (GMA-Telecom)	3,210.00
100-010-05151-53100	Operating Supplies	
100-010-05151-53101	Postage	
100-010-05151-54240	Software	2,500.00
Finance Administration Subtotal		5,710.00

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

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

Communications		
100-010-05157-51110	Regular Salary	
100-010-05157-51200	FICA/Medicare	
100-010-05157-51210	Group Insurance	
100-010-05157-51240	Retirement	
100-010-05157-51260	Unemployment Expense	

100-010-05157-51270	Workers Comp.	
100-010-05157-52120	Professional Services: CH2M/Web Designer	100,000.00
100-010-05157-52340	Printing	4,000.00
100-010-05157-53101	Postage	
100-010-05157-53175	City Events	
100-010-05157-54250	Other Equipment	3,000.00
Communications Subtotal		107,000.00
IT/GIS		
100-010-05158-52122	Contractual Services: CH2M	152,000.00
100-010-05158-54240	Computer/Software	18,810.00
IT/GIS Subtotal		170,810.00
Economic Development		
100-010-05155-52131	Contracted Services: CH2M	73,000.00
100-010-05155-52132	Marketing	4,500.00
100-010-05155-52133	Training & Travel	0.00
Econ. Development Subtotal		77,500.00
General Operations		
100-010-05159-52101	Official/Admin Start Up	50,000.00
100-010-05159-52120	Professional Services	
100-010-05159-52121	Contractual Services: CH2M	275,000.00
100-010-05159-52123	Contractual Services: Other	
100-010-05159-52310	General Liability Insurance	15,000.00
100-010-05159-52330	Advertising	
100-010-05159-52340	Printing	

100-010-05131-52360	Dues & Fees	
100-010-05159-52370	Education & Training - Boards	
100-010-05159-53100	Operating Supplies	
100-010-05159-53101	Postage	2,500.00
100-010-05159-53103	Office Supplies	
100-010-05159-53104	Service Fees/Phones	12,000.00
100-010-05159-53175	City Events	
100-010-05159-54230	Furniture & Fixtures	
100-010-05159-54231	Signs	
100-010-05159-54240	Computer/Software	28,000.00
100-010-05159-54250	Other Equipment	
100-010-05159-58130	Principal Note Payments	
100-010-05159-58230	Interest Note Payments	
100-010-05159-58400	Closing Costs	
General Operations Subtotal		382,500.00

Municipal Court		
100-050-05160-52120	Professional Services- Judges	
100-050-05160-52140	Solicitor	
100-050-05160-52150	Public Defender	
100-050-05160-52160	Probation Services	
100-050-05160-52170	Court Clerk	
100-050-05160-52240	Court Software	
100-050-05160-52351	Administration Expenses	1,000.00
Municipal Court Subtotal		1,000.00

Parks		
100-060-06210-52120	Professional Services: CH2M	
100-060-06210-52200	Repairs & Maintenance	

100-060-05159-53100	Operating Supplies	
Parks Subtotal		
Community Development		
100-070-07210-52120	Professional Services: CH2M	742,818.00
100-070-05159-52370	Education & Training: Boards	3,500.00
100-070-05159-54240	Computer/Software	13,200.00
Community Development Subtotal		759,518.00
Designated Reserve		
100-010-05900-57902	Reserve Contingency	184,922.00
Designated Reserve Subtotal		184,922.00

TOTAL GENERAL FUND EXPENDITURES	**2,674,000.00**

275-Hotel/Motel Tax Fund Revenue Detail

Taxes		
275-031-03140-31410	Hotel/Motel Excise Tax	250000
275-031-03190-39100	Pen. & Interest on Delinquent Tax	
Taxes Subtotal		250,000

275-Hotel/Motel Tax Fund Expenditure Detail

Economic Development		
275-075-07500-61100	Transfer to General Fund	150000
275-075-07500-61101	Transfer to General Fund for Parks	0
275-075-07500-75400	Discover Dekalb	100000
Economic Development Subtotal		**250,000**

280 - Rental Car Tax Fund Revenue Detail

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

280 - Rental Car Tax Fund Expenditures Detail

Economic Development		
280-075-07500-61100	Transfer to General Fund	9,000
Economic Development Subtotal		9,000

THE CITY OF STONECREST GEORGIA

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

(X)	ORDINANCE	( )	POLICY	( )	STATUS REPORT
( )	DISCUSSION ONLY	()	RESOLUTION	( )	OTHER

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

SUBMITTED BY: Attorney Washington

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

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: First Read Only

STATE OF GEORGIA
DEKALB COUNTY
CITY OF STONECREST ORDINANCE 2017-__________

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 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.

(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.

<u>Section 2</u>: 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).

<u>Section 3</u>:

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 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:

____
Brenda James, City Clerk

As to form:

____
City Attorney

THE CITY OF STONECREST GEORGIA

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	(X)	OTHER

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

SUBMITTED BY: Attorney Washington

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

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: First Read Only

STATE OF GEORGIA
DEKALB COUNTY
CITY OF STONECREST

ORDINANCE 2017-______

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.

<u>Section 2</u>:

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

THE CITY OF STONECREST GEORGIA

CITY COUNCIL AGENDA ITEM

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

( )	ORDINANCE	( )	POLICY	( )	STATUS REPORT
( )	DISCUSSION ONLY	(X)	RESOLUTION	( )	OTHER

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

SUBMITTED BY: Attorney Destiny Washington

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

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: First Read Only

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST ORDINANCE 2017-_______

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

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

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; and

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

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

"ARTICLE IV. – CABLE TELEVISION FRANCHISES

Sec. 8-4-1. – Agreement.

This ***AGREEMENT*** is effective as of the 1st day of July, 2017 (the "Effective Date"), and is between the City of Stonecrest, Georgia, an incorporated Georgia city (the "Franchising Authority" or the "City"), and Comcast of Georgia I, LLC (together, the "Company"). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, 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;

(D) any amounts attributable to refunds, rebates, or discounts;

(E) any revenue from services provided over the network that are associated with or classified as non-Cable or non-Video Services under federal law, including without limitation revenues received from telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising revenue including without limitation yellow pages, white pages, banner advertisements, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of one or more Cable or Video Services and sold for a single non-itemized price, the term "Gross Revenues" shall include only those revenues that are attributable to Cable or Video Services based on the provider's books and records, such revenues to be allocated in a manner consistent with generally accepted accounting principles;

(F) any revenue from late fees not initially booked as revenues, returned check fees or interest;

(G) any revenue from sales or rental of property, except such property as the Subscriber is required to buy or rent exclusively from the Cable or Video Service Provider to receive Cable or Video Service;

(H) any revenue received from providing or maintaining inside wiring;

(I) any revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, provided the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; or

(J) any amounts attributable to a reimbursement of costs including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming.

"**Person**" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

"**Signal**" means any transmission of radio frequency energy or of optical information.

"**Streets**" means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

"**Subscriber**" means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

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

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

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

Sec. 8-4-3. – Grant of Authority.

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

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

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

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

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City 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.

Sec. 8-4-4. – The Cable System.

2.1 The System and Its Operations.

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

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

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

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

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, 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.

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

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 8.4.6 below. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

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

2.4 Conditions on Street Occupancy.

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

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

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, 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

By: ______________________________

Name: ___________________________

Title: ___________________________

Attest: __________________________

Date: ____________________________

THE CITY OF
STONECREST
GEORGIA

CITY COUNCIL AGENDA ITEM

SUBJECT: OFFICIAL CITY OF STONECREST HOLIDAYS FOR 2017

( )	ORDINANCE	( )	POLICY	( )	STATUS REPORT
( )	DISCUSSION ONLY	( )	RESOLUTION	(X)	OTHER

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

SUBMITTED BY: City Manager

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

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Approve the 2017 Holidays

THE CITY OF
STONECREST
GEORGIA

CITY COUNCIL AGENDA ITEM

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

( )	ORDINANCE	( )	POLICY	( )	STATUS REPORT
( )	DISCUSSION ONLY	( )	RESOLUTION	(X)	OTHER

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

SUBMITTED BY: City Manager

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

HISTORY:

FACTS AND ISSUES:

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

RECOMMENDED ACTION: Ratify the approval of the contract with LMI for the AV System which is the lowest quote.

770.491.0343 | lmisystemsinc.com

City of Stonecrest
AV and LV Proposal

October 19, 2017

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

Scope of work: Council Chambers AV System

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

Proposal Total **$29,749.00**

Scope of work: Typical Conference Room

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

Proposal Total **$2,963.00**

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

770.491.0343 | lmisystemsinc.com

Scope of Work: Communications Cable

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

Proposal Total: **$21,753.00**

AV EQUIPMENT BREAKDOWN

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

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

TOTAL PROPOSAL: **$57,433.00**

Thank you for the opportunity,

Jacob Ledbetter CTS, DMC-E, APDS
Director of Technology Sales
LMI Systems Inc.
DID: 678-578-2127
CELL: 404-957-0896
4680 North Royal Atlanta Drive
Tucker, GA 30084

Syncomation, LLC

Synchronized Automated Technology

City Council and Conference Room Solutions

Date:
12 October 2017

Presented To:

City of Stonecrest, GA

THE CITY OF
STONECREST
GEORGIA

Syncomation
Synchronized Automated Technology
PO Box 7195 Marietta, GA 30065

To whom it may concern.

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

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

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

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

Sincerely,

Syncomation, LLC

Dwayne Murphree
CEO
404.886.1800

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

Customer Name:
Stonecrest Gov.

Quotation # CSC-001
Date 10/12/2017

Email:

Quantity	Description - Main Room	Price	Extension
1	AMX NX master controller	$683.16	$683.16
1	AMX 7" tabletop touchpanel for a/v room	$1,145.29	$1,145.29
1	AMX IR controller	$401.86	$401.86
1	AMX DXLink HDMI/VGA transmitter over Cat6 (Podium)	$746.30	$746.30
1	AMX DXLink HDMI/VGA receiver over Cat6	$711.86	$711.86
1	AMX DXLink power supply	$103.45	$103.45
1	AMX virtual touch panel for iPad control	$749.99	$749.99
1	AMX 4x1 HDMI video switch	$825.00	$825.00
2	FSR HDBaseT HDMI input transmitter	$335.63	$671.26
2	FSR HDBaseT HDMI output receivers	$223.50	$447.01
1	Purelink HDBaseT HDMI distribution amplifier with 3 receivers	$1,511.10	$1,511.10
2	HDMI 1x2 splitter	$92.00	$184.00
17	JBL Control/16 ceiling speakers	$115.00	$1,955.00
2	Crown Dci 4|300 multi-channel amplifier	$1,263.85	$2,527.70
2	Chief ceiling mount for dual displays, angled and tilting	$1,099.86	$2,199.72
	Note: Includes adjustable drop rod and truss mounting plates		
1	Chief ceiling mount for single display, angled and tilting	$394.83	$394.83
	Note: Includes adjustable drop rod and truss mounting plates		
5	Samsung 43" HD LCD display	$482.23	$2,411.15
10	Audix 12" wired goosneck microphone with muting base	$400.43	$4,004.30
1	London BLU-100 12x8 microphone mixer/DSP	$1,506.50	$1,506.50
1	Tascam solid state digital audio recorder	$523.86	$523.86
1	Kramer HDMI audio de-embedder	$284.63	$284.63
1	Chief 20U wall mounted swing out rack with door & accessories	$732.55	$732.55
1	JuiceGoose Power distribution	$149.99	$149.99
1	Pan-tilt-zoom USB 2.0 camera	$799.99	$799.99
1	Camera shelf	$119.99	$119.99
1	Podium with interface box	$649.99	$649.99
1	24-port 10/100/1000 POE network switch	$549.99	$549.99
1	Misc. Cables, connectors, installation materials	$1,000.00	$1,000.00

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

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

Notes	
	Please provide tax exemption forms

System Total : $39,266.26

____

Acceptance Signature and date

Optional – Maintenance Agreement

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

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

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

Total - $6,058.87 ***Acceptance Signature*** ____________________

Quarterly Billed at $1,514.72

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

Total - $10,098.11 ***Acceptance Signature*** ____________________

Quarterly billed at $1,262.26

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

Total - $12,117.74 ***Acceptance Signature*** ____________________

Quarterly billed at $1,009.81

THE CITY OF STONECREST GEORGIA

CITY COUNCIL AGENDA ITEM

SUBJECT: MAYOR AND COUNCIL TEAM COMMITMENT STATEMENT

( )	ORDINANCE	( )	POLICY	( )	STATUS REPORT
( )	DISCUSSION ONLY	( )	RESOLUTION	(X)	OTHER

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

SUBMITTED BY: City Manager

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

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Approval and Signage of the Statement

THE CITY OF
STONECREST

City of Stonecrest Mayor & City Council

Team Commitment Statement

OUR VISION STATEMENT

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

OUR COMMITMENT IS TO…

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

STONECREST VALUES

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

HOW WE WORK

Team Behavior

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

Communication Approach

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

THE CITY OF STONECREST

Mayor & City Council
Team Commitment

Jason Lary, Mayor

Jimmy Clanton, District 1

Rob Turner, District 2

Jazzmin Cobble, District 3

George Turner, District 4

Diane Daniels Adoma, District 5