REGULAR CITY COUNCIL MEETING AGENDA
Monday, December 3, 2018 @ 6:30 pm
City Hall, 875 Main Street, Stone Mountain, Georgia 30083

CALL TO ORDER

DETERMINATION OF A QUORUM

INVOCATION AND PLEDGE

CITIZEN COMMENTS – NON-AGENDA ITEMS ONLY

READING AND APPROVAL OF THE JOURNAL
- Minutes of Special Called Meeting 11/2/18
- Minutes of Regular City Council Meeting 11/13/18
- Minutes of Public Hearing 11/20/18
- Minutes of Special Called Meeting 11/20/2018
- Minutes of Council Work Session 11/20/18

READING OF COMMUNICATIONS

ADOPTION OF THE AGENDA OF THE DAY – Request for unanimous consent to add the following:
New Business –
D. Approval of the City’s Match for the Atlanta Regional Commission Parking Study Assistance Grant - $3,200
E. Placement of Advertisement in Newcomer’s Guide & Dekalb Chamber Membership Directory
F. Purchase of Police Radios/Golf Cart – SPLOST - $23,614.70

UNFINISHED BUSINESS
None

NEW BUSINESS
A. Consent Agenda
   1. Appointments by the City Council
      a. City Auditor – James Whitaker, P.C.
      b. City Engineers – Clark, Patterson, Lee Lord, Aeck,& Sargent
      c. City Attorney – Joe Fowler
      d. Assistant City Attorney – Solicitor Otanya Clarke
      e. Municipal Court Judge – Mark Gaffney
      f. Municipal Court Judge – Warren Hoffman
      g. Municipal Court Judge – L’erin Barnes Wiggins
      h. Municipal Court Judge - TBD
      i. Legal Organ – The Champion Newspaper

   2. Contract for Services Renewal – City of Stone Mountain Art Station, Inc.

   3. Contract for Services Renewal – City of Stone Mountain and Professional Probation Services, Inc.

   4. Visitor’s Center Agreement Renewal – City of Stone Mountain and Stone Mountain Memorial Svcs.

   5. Lease Agreement – City of Stone Mountain and VFW Park Stone Mountain Community Garden

   6. Renewal Agreement – City of Stone Mountain and Property Registration Champions, LLC

B. Request for Sewer line Easement - Discussion Only

C. Consider a Variance Application for 838 Beaver Run, Stone Mountain, GA 30083; parcel 18 074 07 022
NEW ORDINANCES AND RESOLUTIONS
A. Ordinance 2018-09 To Amend Chapter 4 Animals (Discussion of Council Review)
B. Ordinance 2018-10 Budget for Fiscal Year 2019 (Second Reading and Adoption)
C. Ordinance 2018-11 To Amend Chapter 3 Alcoholic Beverages, Section 3-9 Times for sales (Second Reading and Adoption)
D. Resolution 2018-25 The Annual Appointment of an Election Superintendent for 2019
E. Resolution 2018-26 Setting the Official Holiday Schedule for 2019
F. Resolution 2018-27 Appointment Prosecuting Attorney and Assistant Prosecuting Attorney

COMMITTEE DISCUSSION ITEMS
A. Planning and Zoning
B. Economic Development/Downtown Development Authority
C. Historic Preservation Commission

REMARKS OF PERSONAL PRIVILEGE – Request for Executive Session to discuss personnel.

ANNOUNCEMENTS BY THE MAYOR

ADJOURNMENT

COMMENTS FROM THE PUBLIC
The public comments are reserved exclusively for comments from the public and not for immediate reply. The purpose of public comment is to allow the public to voice city related requests, concerns or opinions only during the public comment portion of the City Council meeting. I. The Mayor and City Council reserves the right to extend or limit the length of public comments based on: (1) the issue under discussion, (2) the number of items on the agenda, and (3) the extent to which the speaker remains constructive in their comments and questions. II. The public may not directly confront the public speaker but must direct all comments and questions to the Mayor and City Council. III. Public harassment of or confrontation with a public speaker will not be tolerated. Members of the public violating these two or three will be asked to sit down or leave the premises.
REGULAR CITY COUNCIL MEETING AGENDA  
Tuesday, November 13, 2018 @ 6:30 pm  
City Hall, 875 Main Street, Stone Mountain, Georgia 30083

CALL TO ORDER  
The meeting was called to order by Mayor Wheeler at 6:34pm. Councilmembers Litle, Mailman, Hollis, Johnson, Wells and Bryant were present. Councilmember Litle abstained from voting because she was not at previous meeting.

DETERMINATION OF A QUORUM  
Mayor determined a quorum was present.

INVOCATION AND PLEDGE  
Councilmember Hollis led invocation and Councilmember Mailman led the pledge of allegiance.

CITIZEN COMMENTS – NON-AGENDA ITEMS ONLY  
None.

READING AND APPROVAL OF THE JOURNAL  
- Minutes of Regular City Council Meeting 10/02/18  
  Mayor Pro Tem Johnson moved for approval of the minutes, seconded by Councilmember Hollis.  
  Motion approved 5-0.
- Minutes of Special Called Meeting 10/16/18  
  Mayor Pro Tem Johnson moved for approval of the minutes, seconded by Councilmember Hollis.  
  Motion approved 5-0.
- Minutes of Council Work Session 10/16/18  
  Mayor Pro Tem Johnson moved for approval of the minutes, seconded by Councilmember Hollis.  
  Motion approved 5-0.

READING OF COMMUNICATIONS  
None.

ADOPTION OF THE AGENDA OF THE DAY – Request for unanimous consent to add the following:  
New Business –

D. New Police Vehicle/Equipment Purchase - $37,600- Amend FY2018 SPLOST Fund 09 Budget  
   Mayor Pro Tem Johnson moved for approval of the new police vehicle/equipment purchase, seconded by Councilmember Hollis.  
   Mayor Pro Tem Johnson asked for explanation from City Manager.  
   City Manager advised that there were appropriated funds in the budget that needs to be transferred from the Equipment SPLOST line item to the vehicle line item in SPLOST to purchase a vehicle for the detectives as the other vehicle is not operable.  
   Motion approved 5-0.

E. Axon Enterprise Inc. Dash Camera Purchase/Maintenance Agreement – $9,506.00  
   Mayor Pro Tem Johnson moved for approval of the Axon Enterprise, Inc. Dash Camera purchase, seconded by Councilmember Hollis.  
   Mayor Pro Tem Johnson asked for explanation.  
   City Manager Thornton explained that we purchased the last sedan police unit which needs a Dash Camera installed.  

F. Letter of Interest Submittal - 2019 Building Blocks for Sustainable Communities  
   Mayor Pro Tem Johnson asked for discussion first before making a motion on the item. Mayor Pro Tem Johnson explained the item. It is a grant program for EPA services. City Manager advised that a draft of letter will be sent to Council before it is signed.  
   Mayor Pro Tem Johnson moved for approval to draft a letter of submittal for the 2019 Building Blocks for Sustainable Communities, seconded by Councilmember Hollis.  
   Motion approved 5-0.

G. Alcohol License Application for 965 Main Street  
   Mayor Pro Tem Johnson moved for approval of the Alcohol License application for 965 Main Street, seconded by Councilmember Hollis.  
   City Manager Thornton explained that the location has gone through the application process as well as the
background and fingerprint check process with the Police Department and it has been signed off on.
Motion approved 5-0.

UNFINISHED BUSINESS
A. Request for Traffic Control Devices – Procedures for Request and Installation Policies for Traffic Control Devices
   Mayor Pro Tem moved for approval of the Request for Traffic Control Devices, seconded by Councilmember Hollis.

   Councilmember Wells thanked Administration for putting together the Request form for Traffic Control Devices.

   Motion approved 5-0.

NEW BUSINESS
A. Consent Agenda – None.
B. Presentation – Safe Built of Georgia (Building Official, Fire Marshal, Permitting Services)
   Safebuilt presented on their services and procedures.
C. Discussion of 2018 Budget Process – Proposed Public Hearing Date for FY2019 Budget Hearing – November 20, 2019
   Discussion only. City Manager Thornton asked Council if they wanted to go over the highlighted areas either today or on
   November 20 after the Public Hearing. Council agreed and will wait to review the Proposed budget on November 20. City
   Manager Thornton advised that draft proposal will be on the website tomorrow for the citizens to view.

NEW ORDINANCES AND RESOLUTIONS
A. Resolution 2018-21 - FY2018 Budget Amendment
   Mayor Pro Tem Johnson moved for adoption of Resolution 2018-21, seconded by Councilmember Hollis.
   City Manager Thornton explained that the budget amendment is for Permit Tech position, laptop purchase for
   Councilmembers, increase in overtime for Court Services, increase in bond refunds and P/T employee position in Court
   Services.
   Motion approved 5-0.

COMMITTEE DISCUSSION ITEMS
A. Planning and Zoning
   City Manager Thornton advised Council that there is a Planning and Zoning meeting on Monday, November 19 and the
   items that will be discussed. Public Hearing is scheduled for the following day.
B. Economic Development/Downtown Development Authority
   Mayor Pro Tem Johnson gave the schedule of the next meetings for
   DDA.
C. Historic Preservation Commission
   None.

REMARKS OF PERSONAL PRIVILEGE
Councilmember Mailman spoke on the City needing to resolve the issue of the sign at Rockborough subdivision. He also would like
for the City to go forward with getting together to discuss the SPLOST funds for the Parks and Recreation. He mentioned receiving
calls about the flags that went up for the veterans.

Councilmember Little wanted to apologize for her absences at the last meetings but she was in the hospital and wanted to thank
everyone who has reached out to her.

City Manager wanted to let Council know that the permitting process for the sign at Rockborough subdivision has started as someone
has come in to get the permit application. She also stated that the bid submittal for basketball courts in our parks at 2pm on Friday.
ANNOUNCEMENTS BY THE MAYOR
None.

ADJOURNMENT
Mayor Pro Tem moved to adjourn, seconded by Councilmember Hollis.
Motion approved 5-0.
Adjourned at 7:29pm.

_____________________________  ________________________________
Patricia Wheeler, Mayor  Alicia Daniels, Assistant City Clerk
MINUTES OF PUBLIC HEARING
Tuesday, November 20, 2018 at 6:30 p.m.
City Hall, 875 Main Street, Stone Mountain, GA 30083

CALL TO ORDER
Mayor Wheeler called the Public Hearing to order at 6:32pm. Councilmember Little, Mailman, Hollis, Johnson, and Bryant were present. Councilmember Wells was absent.

PUBLIC HEARING

A. To consider a rezoning application for 6803 James B Rivers Memorial Drive, Stone Mountain, GA 30083; parcel 18 126 06 002.

Christopher Hunt
Rezoning Applicant – 6803 James B Rivers Memorial Drive
He spoke on behalf of the rezoning application for the said property.

Norman Joss
1093 New Gibraltar Square
Mr. Joss expressed that he thought the project looked great but was concerned with sewer connections and the lift station that sits behind New Gibraltar.

Tom DeLoach
1066 Third Street
He stated that he is neither for or against it, but thought that since Planning and Zoning heard this item that they should present and speak regarding their recommendation on this project.
City Manager Thornton advised that Planning and Zoning is here to present on their meeting, but only during the Work Session.

B. To consider a variance application for 838 Beaver Run, Stone Mountain, GA 30083; parcel 18 074 07 022

Clint Monroe 5499 Woodsong Trace
He is for the variance application depending on the applicant’s compliance with the height of the building based on the zoning regulations.

C. FY2019 Budget Hearing

No discussion.
City Manager Thornton announced that first read of the budget is tonight during the work session and second read and adoption is tentatively scheduled for Monday, December 3. She advised that
the budget proposal is posted on the City's website and that if anyone had questions they could come to the Administration office.

ADJOURNMENT
Adjourned at 6:43pm and moved right into the Special Called Meeting.

__________________________  __________________________
Patricia Wheeler, Mayor        Alicia Daniels, Assistant City Clerk
MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
Tuesday, November 20, 2018 @ 6:30 pm
City Hall, 875 Main Street, Stone Mountain, Georgia 30083

CALL TO ORDER
The meeting was called to order at 6:43pm by Mayor Wheeler. Councilmember Little, Mailman, Hollis, Johnson and Bryant were present. Councilmember Wells was absent.

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

INVOCATION AND PLEDGE
Councilmember Hollis led the invocation and Councilmember Bryant led the pledge of allegiance.

CITIZEN COMMENTS
None.

READING AND APPROVAL OF THE JOURNAL
None.

READING OF COMMUNICATIONS
None.

ADOPTION OF THE AGENDA OF THE DAY
Mayor Pro Tem Johnson moved to adopt the agenda of the day with the unanimous consent to add Resolution 2018-30 to move the Regular City Council Meeting from December 4 to December 3; seconded by Councilmember Hollis. Motion approved 5-0.

UNFINISHED BUSINESS
None.

NEW BUSINESS

   Mayor Pro Tem Johnson moved for approval of the renewal of the Property & Casualty Insurance for the 2019 – 2020 period with Pritchard & Jerden; seconded by Councilmember Hollis.

   Mayor Pro Tem Johnson asked for an explanation.

   City Manager Thornton explained the proposal by Pritchard & Jerden of an 80% increase and that the increase comes due to exposure such as having a total of 3 employees who have had access to cash funds to an increase of 10 employees that now have access to cash funds. The other exposure was increase in payroll line items.

   Motion approved 5-0.

NEW ORDINANCES AND RESOLUTIONS

A. Resolution 2018-30 – To set the Regular Meeting Date and Time of the December 2018 Regular Council Session.
   Mayor Pro Tem Johnson asked for an explanation.
   City Manager Thornton explained that the ordinance calls for a regular Council Session that falls on an election day shall be rescheduled within seven days of the normal scheduled session; therefore, since there is a runoff to be held on December 4 the session needs to be moved to December 3.
REPORTS OF COMMITTEES
None.

REMARKS OF PERSONAL PRIVILEGE
None.

ANNOUNCEMENTS BY THE MAYOR
None.

ADJOURNMENT
Adjourned at 6:51pm and moved right into the Regular City Council Meeting.

Patricia Wheeler, Mayor

Alicia Daniels, Assistant City Clerk
CALL TO ORDER
Meeting called to order by Mayor Wheeler during the Special Called Meeting held before the Work Session.
Councilmembers Little, Mailman, Hollis, Johnson, and Bryant were present. Councilmember Wells was absent.

INVOCATION AND PLEDGE
Invocation and Pledge done during the Special Called Meeting held before the Work Session.

READING OF COMMUNICATIONS
None.

ADOPTION OF THE AGENDA OF THE DAY
Mayor Pro Tem Johnson moved for the adoption of the Work Session Agenda, seconded by Councilmember Hollis.
Motion approved 5-0.

CITIZEN COMMENTS – NON-AGENDA ITEMS ONLY
-Tom DeLoach
1066 Third Street
He asked Council to consider a performance review/feedback be done on SafeBuilt from the local business owners and building owners.

-Sara Abrams
905 Gordon Street
She is working on the employee appreciation gifts for Christmas and plans to deliver them to City Hall on Thursday, December 14.
She wanted to know if there is a plan to create a citizen committee regarding the usage of SPLOST funds for the Parks. She would like to be involved once a committee is created. She also wanted to stress the need for permanent garbage cans on a few of the streets where there is heavy pedestrian traffic.

COMMITTEE DISCUSSION ITEMS
A. Planning and Zoning
   Mike Cooper presented the recommendations of the Committee from their meeting on Monday, November 19 for 6803 JBR Memorial Drive, 6804 JBR Memorial Drive and 838 Beaver Run.
B. Economic Development/Downtown Development Authority
   Mayor Pro Tem Johnson advised on the OPO plans for renovations are on-going and so is the bid process.
C. Historic Preservation Commission – Al Capagrossi
   No report from Al Capagrossi as he was not present.
D. Visitor’s Center
   Kim Cumbie gave report. She would like to speak with Council in January regarding shortening the Farmer’s Market for next year.

STAFF REPORTS –
A. Code Compliance Officer – Sgt. Roseberry
   Bob Hillis gave report.
   Councilmember Mailman asked Bob to elaborate on the pallet farm just on the outskirts of the City. Bob advised that the pallets were not removed but they were written several citations.
B. Public Works Director – Jim Tavenner
   Jim Tavenner gave report. He announced that there were no bids turned in for the basketball courts at the parks for resurfacing. There has been a first request for traffic control device at Ridge and Cloud and he will start the process. DeKalb County has announced that the speed humps at Cloud Street will be the last place that they will place them; from here on out the City must enter into an agreement with DeKalb County to install speed humps, pay for them to be installed and pay for them to be maintained. He spoke on the outcome of the meeting with
Mayor, City Manager and himself with Stone Mountain Park regarding a sidewalk at the entrance way down at the E. Mountain gates. Construction cost is about $45,000.00 and for the Engineer about $12,500.00 and Stone Mountain park thinks this construction price is too high. Jim presented a question to Council about what to do with the Advanced Disposal trash carts that will be removed from properties once DeKalb County Sanitation takes over as they belong to the City.

Councilmember Mailman asked if there is anyway for us to sell the carts.

Councilmember Little asked if we can price the trash cans that Sara Abrams is speaking of to put on the City streets for pedestrians. Jim advised that he will begin to look into the prices it just depends on the style of trash cart the City wants to buy.

C. Chief of Police – Chief Troutman
Chief Chancey Troutman gave his report regarding the Police Department.
Councilmember Bryant asked if a police officer can sit at the school bus stop at Ridge and Ridge Forest because the children are in the street, and she wouldn’t want a child to be hit by a car.

D. Assistant City Clerk – Alicia Daniels
Assistant City Clerk gave report on business and alcohol licensing, permitting and gave a report on the last Historic Preservation Commission since the head of the commission was not present to give report.

UNFINISHED BUSINESS
None

NEW BUSINESS

A. Consent Agenda
Mayor Pro Tem read the items under New Business for Consent Agenda.

1. Appointments by the City Council
   a. City Auditor – James Whitaker, P.C.
   b. City Engineers – Clark, Patterson Lee
   c. City Attorney – Joe Fowler
   d. Assistant City Attorney – Solicitor
   e. Municipal Court Judge
   f. Municipal Court Judge
   g. Municipal Court Judge
   h. Municipal Court Judge
   i. Legal Organ – The Champion Newspaper

-City Manager advised that we have still not named the Assistant City Attorney – Solicitor or the Municipal Court Judges. This will be discussed further in Executive Session.

2. Contract for Services Renewal – City of Stone Mountain Art Station, Inc.
-City Manager advised that the contract has been given to Art Station, but they are reviewing the terms and will submit back to the City.

3. Contract for Services Renewal – City of Stone Mountain and Professional Probation Services, Inc.
-City Manager advised that the contract is still the same, but the Professional Probation service fee has gone from $35 to $40 which is still paid by those on probation.

4. Visitor’s Center Agreement Renewal – City of Stone Mountain and Stone Mountain Memorial Svcs.
   - No changes except SMMA wants to have a change in the time frame they pay from monthly to quarterly.

5. Lease Agreement – City of Stone Mountain and VFW Park Stone Mountain Community Garden
   - There were no questions and no discussion. No changes to the agreement.
6. Renewal Agreement – City of Stone Mountain and Community Champion
   - No changes to the agreement just looking to extend the contract.

B. Request for Sewer line Easement
   - There were no questions and no discussion. City Manager stated that this has been put on Agenda just in case, but Council is not ready to bring this to a public discussion as this will be discussed in Executive Session.

NEW ORDINANCES AND RESOLUTIONS
A. Ordinance 2018-09 To Amend Chapter 4 Animals (Council Presentation)
   - Councilmember Hollis discussed the Ordinance Amendment.

B. Ordinance 2018-10 Budget for Fiscal Year 2019 (First Reading)
   - City Manager stated that a separate meeting should be had to discuss the SPLOST funds.

C. Ordinance 2018-11 To Amend Chapter 3 Alcoholic Beverages, Section 3-9 Times for sales
   - Mayor Wheeler spoke on this Ordinance and its origination. City Manager Thornton explained that it is already in effect and the City will have to make a change to its ordinance.

D. Resolution 2018-25 The Annual Appointment of an Election Superintendent for 2019
   - Mayor Pro Tem advised that the appointment will be for our Assistant City Clerk, Alicia Daniels.

E. Resolution 2018-26 Setting the Official Holiday Schedule for 2019
   - Mayor Pro Tem read the resolution to set the Official Holiday Schedule for 2019.

F. Resolution 2018-27 Appointment Prosecuting Attorney and Assistant Prosecuting Attorney
   - Mayor Pro Tem stated that the appointment for prosecuting attorney will be Joe Fowler and the assistant prosecuting attorney is still to be determined.

CITY MANAGER’S REPORT
City Manager presented budget report to Council.

Mayor Pro Tem Johnson moved to adjourn to Executive Session to Discuss Personnel and Real Estate

ANNOUNCEMENTS BY THE MAYOR
None.

ADJOURNMENT
There was no action taken out of Executive Session.
City Manager stated that with Council’s consent we must add the variance application and the rezone to the December 3 Agenda.
Mayor Pro Tem moved to adjourn, seconded by Councilmember Hollis.
Motion approved 5-0

Patricia Wheeler, Mayor

Alicia Daniels, Assistant City Clerk
ART Station, Inc.
Contract for Services with
The City of Stone Mountain

This agreement made and entered into this 4th day of December, 2018 between the City of Stone Mountain, Georgia (hereinafter referred to as the “City”), party of the first part and ART Station, Inc. (hereinafter referred to as “ART Station”), party of the second part.

WHEREAS, ART Station will plan, organize, produce and encourage art programs and services which will help revitalize, beautify, and encourage the long term stability of an economically healthy art business community in the calendar year 2019; and

WHEREAS, ART Station will concentrate on providing opportunities for all residents of the City of Stone Mountain to appreciate art;

NOW THEREFORE, and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed as follows:

1. The City shall provide the following to ART Station:
   a. $12,500.00 payable in eleven monthly installments of $1,000.00 and one monthly installment of $1,500.00 due on or before the 10th day of the month as appropriated by the City Council for the purposes set forth in this contract.
   b. The right to exhibit four (4) or fewer banners on light poles on Main Street for advertising purposes, limited to not more than four (4) times per year.
   c. The right to post ART Station events on the City’s website calendar.

2. ART Station shall have the following responsibilities:
   a. ART Station is to provide forty-five (45) arts classes.
   b. ART Station will hold fourteen (14) art exhibitions.
   c. ART Station will have one (1) storytelling festival.
   d. ART Station will publish four (4) newsletters.
   e. ART Station will have five (5) theatre productions with twenty (20) performances each.
f. ART STATION shall secure insurance for any and all events undertaken or sponsored by ART STATION.

g. ART Station will have seven (7) children's theatre productions with two (2) performances each.

h. ART Station will have four (4) art work shops.

i. ART Station will have an outreach arts program.

j. ART Station will have one (1) presented theatre company with four (4) performances.

k. ART Station will produce a Summer Arts Camp for Children.

l. ART Station will produce a Summer Arts Camp for Teens.

m. ART Station will produce a Performance Company for Youth.

n. ART Station will produce a Performance Company for Teens.

o. ART Station will provide up to seventy-five (75) complimentary tickets to Senior Citizens.

p. ART Station will provide up to ten (10) need based scholarships for summer programs.

q. ART Station will provide art work in the Municipal Building of the City of Stone Mountain to be changed a minimum of two (2) times a year.

r. ART Station will provide a detailed accounting of the $12,500 received from the City, as appropriated by the Council. The report is to be submitted to the City within forty-five (45) days after the expiration date of this contract, or within forty-five (45) days after any termination thereof.

3. Should ART Station, its officers or directors, fail to make a reasonable effort to fulfill the obligations under this agreement, either party at its option may terminate payment pursuant to this agreement after giving thirty (30) days written notice to the other party.
4. Notice of this termination may be given by delivery in person or the United States mail, postage prepaid, addressed to each council member and the mayor at:

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

And in the case of ART Station to:

ART Station, Inc.
5384 Manor Street
Stone Mountain, GA 30083

5. The waiver or breach of any provision of this contract by any party shall not be deemed a continuing waiver or waiver of any subsequent breach, whether of the same provision or any other provision of this agreement.

6. This agreement is for a maximum period of one year, and shall expire on December 31, 2018.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year first above written.

CITY OF STONE MOUNTAIN, GEORGIA

By: ______________________ (Seal)

its: ______________________

Attest: ______________________ (Seal)

ART STATION, INC.

By: ______________________ (Seal)

its: ______________________

Attest: ______________________ (Seal)
STATE OF GEORGIA
COUNTY OF DEKALB

CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES

THIS CONTRACT made and entered into this _____ day of ____________, 20_____, by and between the City of Stone Mountain, Georgia (hereinafter referred to as the "City") and Professional Probation Services, Inc. (hereinafter referred to as 'PPSI'), upon the request and consent of the Chief Judge of the Stone Mountain Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.

B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.

C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.

D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.
E. Maintain individual files for each offender participating in PPSI's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.

F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.

G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.

H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.

I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.

J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.

K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).

L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.

M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.

N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.

O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand
($100,000.00) dollars as surety for the satisfactory performance of the Contract.

P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.

Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.

R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.

S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.

T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.

U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.

V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.

W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.

X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant’s sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.

Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.
Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court’s Judicial Procedures.

PRETRIAL INTERVENTION AND DIVERSION PROGRAM

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Stone Mountain Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the prosecuting attorney and with the advice and express written consent of the prosecuting attorney, which is now given, the City designates PPSI as the private entity to be used for the purpose of monitoring program participants’ compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the prosecuting attorney.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of January, 2019, and shall continue with a specific expiration date of the 31st day of December, 2019.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City’s right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.
DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Stone Mountain Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the Dekalb County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Bodily Injury Liability</td>
<td>$ 100,000 each accident</td>
</tr>
<tr>
<td>General Liability</td>
<td>$ 500,000 each occurrence</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000 each occurrence</td>
</tr>
</tbody>
</table>
INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City: The City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083

As to PPSI: Professional Probation Services, Inc.
1770 Indian Trail Road, Suite 350
Norcross, Georgia 30093
Attn: John C. Cox, President

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.
ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

In witness whereof, the parties here to have executed this agreement on the ______ day of ________________, 20____.

THE CITY OF STONE MOUNTAIN

__________________________
Patricia Wheeler, Mayor

PROFESSIONAL PROBATION SERVICES, INC.

__________________________
John C. Cox, President

APPROVED BY THE STONE MOUNTAIN MUNICIPAL COURT

__________________________
Chief Judge

__________________________
Solicitor
## Specifications for Services

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay-Only Probation Supervision</td>
<td>$0.00 – First Month, then $40.00 per month for months two, three, and four. The probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees, unless otherwise ordered by the Court.</td>
</tr>
<tr>
<td>Basic Probation Supervision</td>
<td>$40.00 per month</td>
</tr>
<tr>
<td>Intensive Probation Supervision</td>
<td>$45.00 per month with field visits</td>
</tr>
<tr>
<td>Indigent Supervision</td>
<td>$0.00 – As determined and ordered by the Court</td>
</tr>
<tr>
<td>Pre-Trial/Diversion Supervision</td>
<td>$40.00 per month</td>
</tr>
<tr>
<td>Electronic Monitoring</td>
<td><strong>Random Breath Alcohol Monitoring ($9.00 per day + $50.00 Activation Fee)</strong>&lt;br&gt;Defendant is summoned randomly to a SCRAM remote breath device to give a breath test.  <strong>GPS Monitoring ($10.00 per day + $50.00 Activation Fee)</strong>&lt;br&gt;A GPS device actively monitors the defendant’s movements 24/7 via satellite. Can set exclusionary and inclusionary zones  <strong>Trans-dermal Alcohol Monitoring ($12.00 per day + $50.00 Activation Fee)</strong>&lt;br&gt;The defendant’s alcohol consumption is monitored 24/7 through a cellular receiver.</td>
</tr>
<tr>
<td>On-Site, Multi-Panel Drug Screen</td>
<td>$15.00</td>
</tr>
<tr>
<td>Termination Letter Administrative Fee</td>
<td>$10.00 (If applicable)</td>
</tr>
<tr>
<td>Community Service Work Coordination</td>
<td>No Cost</td>
</tr>
<tr>
<td>Restitution Collection - Direct Disbursement to Victim</td>
<td>No Cost</td>
</tr>
<tr>
<td>Court and On-Line Access to the PPSI Offender Management Computer Program</td>
<td>No Cost</td>
</tr>
<tr>
<td>Transfer of Supervision</td>
<td>Fur 24/7 Internet Access to all Offender Data and Activity</td>
</tr>
<tr>
<td>Resume and Interview Skills Development with Job Placement Assistance</td>
<td>No Cost</td>
</tr>
<tr>
<td>Indemnification of the Court, and Naming the Court as an Additional Insured</td>
<td>No Cost – Professional and General Liability</td>
</tr>
</tbody>
</table>

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AGREEMENT

THIS AGREEMENT for the operation of a Visitor’s Center in the City of Stone Mountain (hereinafter referred to as “Agreement”) is made and entered into this ______ day of ___________, 2018 by and between the City of Stone Mountain (hereinafter referred to as the “City”), whose address for purposes of this Agreement is 875 Main Street, Stone Mountain, Georgia 30083, and the STONE MOUNTAIN MEMORIAL ASSOCIATION (hereinafter referred to as “SMMA”), a body corporate and politic and instrumentality and public corporation of the State of Georgia, whose address for purposes of this Agreement is 2027 Old Hugh Howell Road, Stone Mountain, Georgia 30083.

WITNESSETH:

WHEREAS, Stone Mountain Park is a large tourist attraction immediately adjacent to the City; and

WHEREAS, the City operates a Visitor’s Center which provides information to visitors in the Stone Mountain area, including potential visitors to Stone Mountain Park; and

WHEREAS, a significant portion of the persons coming to the Visitor’s Center are requesting information about Stone Mountain Park; and

WHEREAS, SMMA desires to encourage the City to keep the Visitor’s Center open and to support the City financially in this effort because of its beneficial effect on the Park.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the City and the Stone Mountain Memorial Association agree as follows:

1. During the twelve month period beginning January 1, 2019 and ending December 31, 2019, the SMMA will pay to the City the sum of Nine Thousand Dollars ($9,000), to be paid in installments of seven hundred fifty dollars ($750.00) two-thousand two hundred fifty dollars ($2,250.00) per quarter on or before the first day of each calendar month, due and payable within 10 days of the first day of each quarter, with each quarter beginning on January 1, 2018, April 1, 2018, July 1, 2018, and September 1, 2018. Proceeds from payments are to be used by the City to assist in defraying expenses of the Visitor’s Center.

2. For and in consideration of the payment of $750.00 per month $2,250 per quarter, the City covenants and agrees to operate the Visitor’s Center as follows: Tuesday – Saturday, 10:00 a.m. to 4:00 p.m.; Sunday, 1:00 p.m. to 4:00 p.m.
3. The City agrees to provide to SMMA a copy of the City’s annual audit on an annual basis.

IN WITNESS WHEREOF, the Parties have caused to be set their hands and seals by persons authorized to do so, the date and date first above set out.

CITY OF STONE MOUNTAIN, GEORGIA

PATRICIA WHEELER
Mayor

ATTEST:

ALICIA DANIELS
Assistant City Clerk

STONE MOUNTAIN MEMORIAL ASSOCIATION

WILLIAM V. STEPHENS
Chief Executive Officer

ATTEST:

GAIL C. DURHAM
Secretary
LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective ______________, __________, by and between the City of Stone Mountain ("Landlord") and VFW Park Stone Mountain Community Garden ("Tenant").

Landlord is the owner of land and improvements commonly known as VFW Park and a portion of that property has been identified and agreed to as being available for lease for the purpose of a Community Garden (the "Leased Premises")

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. Term. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a term beginning January 1, 2018 and ending December 31, 2018. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

2. Rental. Tenant shall pay to Landlord rent in the amount of $12 per year, payable within ten days of execution of the agreement. Payment shall be delivered to Landlord at 875 Main Street, Stone Mountain, GA. or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

3. Use. The Leased Premises may be used and occupied by Tenant only for use as a community garden as part of the City of Stone Mountain, provided that tenant also complies with applicable zoning ordinances. Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Alterations and Improvements. Tenant, at Tenant's expense, shall have the right, following Landlord's consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

5. Utilities. Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.

6. Signs. Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

7. Entry. Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

8. Security Deposit. No security deposit is required.

9. Notice. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:
City of Stone Mountain
875 Main Street
Stone Mountain, GA. 30083
If to Tenant to:

Chakira Johnson  
5241 Mountain Village Drive  
Stone Mountain, GA 30083  
770-413-7979

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

10. Compliance with Law. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

11. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

City of Stone Mountain  Stone Mountain Community Garden

Mayor Patricia Wheeler  Signed

Witness:

Alicia Daniels, Assistant City Clerk  By: [Print Name]

Approved as to form:

Joe Fowler, City Attorney
AMENDMENT NUMBER 5 TO THE AGREEMENT

THIS AMENDMENT is made and entered into this ___________ day of _____________, 2018 by and between the City of Stone Mountain, Georgia, a municipal corporation, (hereinafter “the City”) and Community Champions, formerly known as Federal Property Registry Corporation, a Florida profit corporation (hereinafter “Community Champions”).

WITNESSETH

WHEREAS, the City and Community Champions entered into a one year Agreement effective on January 1, 2015

WHEREAS, section 4 of the Agreement permits the renewal of the agreement on an annual basis at the consent of both parties

NOW THEREFORE, the parties agree that the Agreement is amended as follows:

1. The Agreement is hereby extended for an additional term to end on December 31, 2018.

2. The parties shall have the option to renew the Agreement for additional terms after the above referenced date.

CITY OF STONE MOUNTAIN

By: __________________________
    Mayor Patricia Wheeler

COMMUNITY CHAMPIONS

By: __________________________
    David Mulberry, CEO
AMENDMENT NUMBER 5 TO THE AGREEMENT

THIS AMENDMENT is made and entered into this ______ day of ______________, 2018 by and between the City of Stone Mountain, Georgia, a municipal corporation, (hereinafter "the City") and Property Registration Champions, LLC, a Florida limited liability company (hereinafter "PRC").

WITNESSETH

WHEREAS, the City and Community Champions Corporation entered into a one year Agreement effective on January 1, 2015

WHEREAS, Amendment No. 4 to the Agreement assigned the Agreement to PRC.

WHEREAS, Section 4 of the Agreement permits the renewal of the agreement on an annual basis at the consent of both parties

NOW THEREFORE, the parties agree that the Agreement is amended as follows:

1. The Agreement is hereby extended for an additional term to end on December 31, 2019.

2. The parties shall have the option to renew the Agreement for additional terms after the above referenced date.

CITY OF STONE MOUNTAIN

By: _____________________________
Mayor Patricia Wheeler

PROPERTY REGISTRATION CHAMPIONS, LLC

By: _____________________________
David Mulberry, CEO
DATE : November 30, 2018  
TO : Mayor and City Council 
FROM : ChaQuias Thornton 
RE : Request for Sewer Line Easement

No further information at this time. Request to remove the item from the agenda until the appropriate time.

Thank you,

CMThornton
CITY OF STONE MOUNTAIN, GEORGIA
PLANNING AND ZONING REVIEW
ADMINISTRATION NOTES

APPLICATION: VARIANCE APPLICATION
PROPERTY: 838 BEAVER RUN ROAD
PARCEL: 18-074-07-002
APPLICANT: BRUCE COLLINS
OWNER: BRUCE COLLINS
CURRENT ZONING: R-4 SHERMANTOWN RESIDENTIAL
PROPOSED USE/ZONING: R-4 SHERMANTOWN/SINGLE FAMILY DETACHED

VARIANCE CONSIDERATIONS:

✓ 1. REDUCTION OF LOT SIZE FROM 5,000 FT TO 4,597 FT TOTAL VARIANCE 403 SQ FT
\[\text{\textcircled{\text{8}}} \text{ FT}\]
2. REDUCTION OF LOT WIDTH FROM 50FT TO 47.5 FT TOTAL VARIANCE 2.5 FT
3. INCREASE OF BUILDING HEIGHT FROM 30FT TO 32FT TOTAL VARIANCE 2ft 7 in

The applicant is proposing the development of single-family attached dwellings (townhomes) on the property located at 6803 James B. Rivers Memorial Drive, Stone Mountain, Ga and positioned within the Traditional Residential (R-2) zoning district.

Traditional (R-2) district regulations, in their entirety, can be found at https://library.municode.com/ga/stone_mountain/codes/code_of_ordinances?nodeId=PTICOOR_APIXAOARTVDIRES5-2TRREDI.

Currently, district regulations for the Tradition Residential (R-2) district provides that:

1. Single- and two-family attached dwellings are permitted by condition (special use) approval, provided the dwelling is owner-occupied.

*Additional conditions may be recommended. Provisions for conditional zoning are attached and may also be found at https://library.municode.com/ga/stone_mountain/codes/code_of_ordinances?nodeId=PTICOOR_APIXAOARTIIADO.

Additionally, ARTICLE V: DISTRICT REGULATIONS, Section 5-4. - Shermantown Residential (R4) district, 5-4.5 District Development Regulations provide the following:

5-4.5 District development regulations.

A. The following contain the development regulations for the R-4 district. Any variance to the following must be approved by the mayor and council upon recommendation from the planning and zoning committee.
1. Minimum lot size:
   a. 5,000 feet (detached residential); **Subject Property is 4,597 sq ft**
   b. No minimum (attached single/multi-family dwellings as a part of a mixed-use building); N/A
   c. No minimum (commercial). N/A

2. Minimum lot width: 50 feet.

3. Minimum road frontage (measured at property line): 30 feet **Subject property adheres.**

4. Minimum yard abutting a public street (measured from property line):
   a. 15 feet (detached residential); **Subject development, according to land planning design, is proposed at a setback of 30’ ft.**
   b. No minimum (attached single/multi-family dwellings as a part of a mixed-use building);
   c. No minimum (commercial).

5. Minimum side yard:
   a. Ten feet (detached residential); **Subject development, according to land planning design, is proposed at a setback of 30’ ft.**
   b. No minimum (attached single/multi-family dwellings as a part of a mixed-use building);
   c. No minimum (commercial);
   d. If mixed-use building is detached from neighboring parcel buildings, there must be a 12-foot alleyway from the street to behind the building.
      i. Alleyway must be maintained in order to promote the health, safety and welfare of visitors, employees and residences.

6. Minimum rear yard:
   a. 20 feet (detached residential); **Subject property is 15ft. Reduction falls within rights for Administrative variance.**
   b. 20 feet (attached single/multi-family dwellings as a part of a mixed-use building); N/A
   c. 30 feet (commercial). N/A

7. Maximum height (of living space, not including attic and basement): 30 feet. **Total height of proposed development living space (1st floor and 2nd floor), according to architectural designs, is proposed at a total 18.0 ft.**
8. Minimum heated floor area:
   a. 1,000 square feet (detached residential). Subject development is, according to
design plan is proposed at 1,956.51 sq ft
   b. 600 square feet (attached single/multi-family dwellings as a part of a mixed-use
building).
   c. No minimum (commercial). N/A

9. Maximum floor area:
   a. 2,500 square feet (detached residential). Subject development is, according to
design plan is proposed at 1,956.51 sq ft
   b. 1,500 square feet (attached single/multi-family dwellings as a part of a mixed-use
building).
   c. 2,500 square feet (commercial).

10. Minimum buffer area between adjacent, dissimilar districts: None.

11. Minimum separation between buildings on same lot: None.

12. Maximum building height: 30 feet or two stories. Proposed Development is 32ft.
    Bonus: 50 feet or three stories, provided:
    a. The principle dwelling is a part of a conservation/open space development;
    b. The principal dwelling promotes sustainable building practices as outlined by LEED or
EARTH CRAFT building standards.

13. Maximum lot coverage: 60 percent, including off-street parking. Proposed development,
according to land plan is 35%.
    a. 50 percent (detached residential); ten percent parking. 25.5%; 9.5%
    b. 40 percent (attached single/multi-family dwellings as a part of a mixed-use building;
20 percent parking.
    c. 40 percent (commercial); 20 percent parking.
CITY OF STONE MOUNTAIN
APPLICATION FOR VARIANCE(S)

APPLICANT’S NAME:  Bruce Collins

APPLICANT’S ADDRESS:  5441 Mason Ln

CITY:  Stone mtn  STATE:  Ga  ZIP:  30083

HOME #:  __________________  OFFICE #:  __________________  CELL #:  416-645-4302

EMAIL ADDRESS:  _______________________

ADDRESS OF PARCEL FOR VARIANCE(S):  838 Bearer run rd

CITY:  Stone mtn  STATE:  Ga  ZIP:  30083

CURRENT ZONING CLASSIFICATION:  ______  PROPOSED ZONING CLASSIFICATION:  ______

LAND USE CLASSIFICATION AS SHOWN ON THE FUTURE DEVELOPMENT MAP:  

____________________________  _______________________
SIGNATURE OF APPLICANT  DATE  10.23.18

THE INFORMATION BELOW MUST BE COMPLETED IF THE OWNER(S) OF THE PROPERTY IS DIFFERENT FROM THE APPLICANT. THE PROPERTY OWNER’S SIGNATURE BELOW AUTHORIZES THE APPLICANT TO APPLY FOR A VARIANCE(S) AS INDICATED ABOVE. IF THE PROPERTY HAS MORE THAN ONE OWNER, THE NOTARIZED SIGNATURE OF ALL PROPERTY OWNERS SHALL BE REQUIRED (USE PAGE 3 FOR ADDITIONAL SIGNATURES)

PROPERTY OWNER’S NAME:  Same

ADDRESS:  _______________________

CITY:  _______________________  STATE:  __________________  ZIP:  ______

HOME #:  ___________________  BUSINESS #:  ___________________  CELL #:  ______

EMAIL ADDRESS:  _______________________

____________________________  _______________________
SIGNATURE OF PROPERTY OWNER  DATE  

____________________________  _______________________
SIGNATURE OF NOTARY  DATE  

COMMISSION EXPIRES  (SEAL)

Page 2 of 5
COMPLETE AND DUPLICATE THIS PAGE IF ADDITIONAL OWNERS ARE REQUIRED TO SIGN AUTHORIZING THE APPLICANT TO APPLY FOR A VARIANCE(S)

PROPERTY OWNER’S NAME: ____________________________

ADDRESS: ________________________________________

CITY: ___________________ STATE: _____________ ZIP: ___________

HOME #: _______________ BUSINESS #: _______________ CELL #: ___________

EMAIL ADDRESS: ______________________________________

__________________________________________ DATE

SIGNATURE OF PROPERTY OWNER

__________________________________________ DATE

SIGNATURE OF NOTARY

__________________________________________ DATE

COMMISSION EXPIRES (SEAL)
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

In accordance with the Conflict of Interest in Zoning Actions O.C.G.A., Chapter 36-67A-3, the following questions must be answered:

Have you, the applicant, made $250.00 or more in campaign contributions to a local government official, who will consider the application, within two years immediately preceding the filing of this application?

Yes ________  No ________

If the answer is yes, you must file a disclosure report with the City of Stone Mountain showing:

1. The name and official position of the local government official to whom the campaign contribution was made.

2. The dollar amount and description of each campaign contribution made to the local government official during the two years immediately preceding the filing of this application and the date of each contribution.

The disclosure(s) must be filed within ten (10) days after the application is first filed.

[Signature]
SIGNATURE OF APPLICANT

10.23.18
DATE

CHECK ONE: OWNER: ______  AGENT: ______

[Signature]
SIGNATURE OF NOTARY

10.23.18
DATE

3/19/22
COMMISSION EXPIRES

(SEAL)
FOR OFFICE USE ONLY

Received By: Alicia Daniels  Date/Time Received: 10/23/2018
Parcel Number: 19-074-09-0023  Occupancy Use: Single Family Res. (Detached)
Total Acreage:  Total Square Feet: 4,587 ft²
Current Zoning: R-4 Shermantown Residential  Occupancy Use: Single Family Res. (Detached)
Land Use Classification as shown on the future development map:

Filing Fee:  Date Paid: 9/11/2018  Pre-App Meeting Date: 9/11/2018
Date of Planning & Zoning Committee Hearing: November 19, 2018
Planning & Zoning Recommendation: Approve _____  Deny _____  Table _____
Public Hearing Date:  Date Sign Posted:  
Date Advertised:  Date Public Notice Posted:  
Date of City Council Consideration:  Approved: _____  Denied: _____

VARIANCE FEE: (Required to cover administrative costs): $400.00
**DEKALB COUNTY TAX COMMISSIONER**  
**RECEIPT OF PAYMENT OF TAXES**  
**DATE RECEIVED: 08/06/2018**  
**TAX YEAR: 2017**

**PARCEL ID:** 18 074 07 022  
**OWNER:** COLLINS BRUCE

**PROPERTY ADDRESS:** 838 BEAVER RUN RD  
**TRANSACTION TOTAL:** 225.49  
**2017 AMOUNT PAID:** 225.49  
**METHOD:** CASH  
**EFFECTIVE DATE:** 07/31/2018  
**OPERATOR ID:** WS_DACLARK  
**SOURCE:** CENTRAL

<table>
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<tr>
<th>AS OF DATE RECEIVED</th>
<th>AMT. BILLED</th>
<th>PAID TO DATE</th>
<th>TOTAL DUE</th>
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<td>TAX</td>
<td>398.64</td>
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<td>TOTAL</td>
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<td>0.00</td>
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**RECEIVED FROM:**  
COLLINS BRUCE  
5441 MASON LN  
STONE MOUNTAIN GA 30083-3717

**CYCLE**  
**AMOUNT**

- DEKALB 1ST INSTALLMENT 218.01  
- DEKALB 2ND INSTALLMENT 307.48  

**TOTAL** 525.49

COLLINS BRUCE  
5441 MASON LN  
STONE MOUNTAIN GA 30083-3717
**Property Tax Information Results**

**Pay Now**

Online Payments are for 2018 Only

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<thead>
<tr>
<th>Property Identification</th>
<th>Tax Information Summary</th>
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<td>Parcel ID</td>
<td>18 075 07 022</td>
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<td>835 BEAVER RUN RD</td>
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<td>Property Type</td>
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<td>Tax District</td>
<td>84 - STONE MTN</td>
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<tr>
<td></td>
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<tr>
<td>Jan. 1 Owner</td>
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<tr>
<td>Co-Owner</td>
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<td>Current Owner</td>
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<td>Co-Owner</td>
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<td>Owner Address</td>
<td>5491 MASON LN</td>
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<td>STONE MOUNTAIN GA 30083-3717</td>
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<td>Care of Information</td>
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<tr>
<td><strong>CHANGE MAILING ADDRESS?</strong></td>
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<tr>
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<td></td>
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<td><strong>APPLY FOR BASIC HOMESTEAD EXEMPTION AND PROPERTY ASSESSMENT FREEZE</strong></td>
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<td>Value Exemption Amount</td>
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<td>Deed Information</td>
<td>QUIT CLAIM DEED</td>
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<td>Deed Book/Page</td>
<td>22562 / 00362</td>
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<td>Last Deed Amount</td>
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<td>40% Taxable Assessment</td>
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Information as of 11/8/2018

For additional information on the data above, contact the Property Appraisal Department at 404-371-2471

Tax Rate: 0.058685
1st Installment Amount: $209.51
2nd Installment Amount: $199.53
DeKalb County Taxes Billed: $409.04
DeKalb County Taxes Due: $409.04
Total Taxes Billed: $409.04
Total Taxes Paid: $(0.00)
Total Taxes Due: $409.04

DeKalb County Taxes

--- Choose a Tax Year ---

Get Tax Payoff Info.

**Property Tax Bill Details**

Prior Years Tax

DeKalb County Tax

Collection Division

PO Box 100004

Decatur, GA 30031-7004

Please note that payment posting information may be delayed due to batch processing.

DeKalb County Tax

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Delinquent Taxes

Delinquent Amount Due

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

DATE : November 30, 2018
TO : Mayor and City Council
FROM : ChaQuias Thornton
RE : Approval of City Match for the ARC Parking Study Assistance Grant - $3,200

The Stone Mountain Downtown Development Authority has been informed of the preliminary selection for assistance through the Atlanta Regional Commission’s Community Development Assistance Program for completion of a parking study. The local commitment for the project is $3,200. Acknowledgement of the ability to commit must be provided to ARC.

Please see the attached information regarding the project scope.

Thank you,

CMThornton

Memo: Approval of City Match for the ARC Parking Study Assistance Grant
Good Afternoon Errol;

Based on information included in your application and follow up conversations, I am happy to inform you that ARC’s Community Development Group has preliminarily selected the Stone Mountain DDA Parking Study for assistance through our Community Development Assistance Program (CDAP). Congratulations! We look forward to working with you.

Attached with this email is a high level overview of the project’s scope of work. Please review and verify if the broad tasks and level of outreach and engagement are in line with your expectations for the project. This document is to ensure we are in general agreement. We will create a more detailed scope of work once the project commences. I am happy to set up time in the next day or two to discuss the scope.

The local commitment for this project will be $3,200. Please acknowledge that you are able to commit this amount as local match or let us know next steps for determining your ability to provide the same.

We would like to have an agreed upon general scope of work and commitment of local match this month, but we do understand that this may require some legislative actions. Final project selections will be announced at that time.

Please contact me with any questions or concerns. I look forward to hearing back from you soon.

Congratulations again!

Best Regards,

Sidney

Sidney E. Douse III, AICP
Senior Planner, Community Development Group
Atlanta Regional Commission
regional impact + local relevance
229 Peachtree Street NE, Suite 100
Atlanta, Georgia 30303
P | 470.378.1595
sdouse@atlantaregional.org
atlantaregional.org
Section III: Project Information

Name of project:
City of Stone Mountain Downtown Parking Analysis/Study

Location of project:
Please describe the boundaries of your project, if applicable. You may attach a map of the project area if it helps.
Downtown Stone Mountain Village, bounded by Main Street on the East, Fifth Street to the West, Poole Street to the South, and E. Mountain Street to the North.

Map of project area (optional):

Project description:
Please tell us what you would like to do in your jurisdiction, and what assistance is needed. Please be specific, but also brief. At this time, we want to have a basic understanding of what you want to do. For plan updates please tell us how you will be building upon (or replacing) the previous work. Community Development staff will follow-up with you if we need any additional information to fully understand your proposed project. (max. 200 words):

To study the City of Stone Mountain on and off street parking, and parking management policies, to determine the feasibility and cost of implementing paid parking in downtown Stone Mountain. There is no paid parking in downtown Stone Mountain at present. What days are the parking spaces fully utilized and what days are they not fully utilized. What is the length of stay, total occupancy, short term or long term, what is the parking mix?
Community Development Assistance Program

Project values:

The Community Development Group would like to know how your project helps address one or more of the following core values: equity, resiliency, mobility, and prosperity. For additional information on each of the values, please click here. (max 50 words per value)

1. Mobility – Physical mobility and connectivity are prerequisites for a high quality of life.
   Increase mobility options for people and goods by improving the availability of parking options in downtown Stone Mountain.

2. Equity – Diversity and inclusion are an essential resource in community revitalization.
   Ensure the availability of parking options for everyone in times of peak demand. Some areas in downtown have a higher demand for parking than others.

3. Resiliency – Community form, systems, and natural features are foundations for health and environmental and social resiliency.
   This project will help to determine the viability of the option for public use of the land and encourage integration of uses and land use policy/regulation. The changing business landscape influences the availability of on-street parking options.

4. Prosperity – Economic and cultural vitality remain important for our region’s financial security and well-being.
   This project may provide relief at peak parking hours and provide parking options that will enhance economic development opportunities, tourism, and business development opportunities.

Previous efforts to initiate project:

Please check all the boxes that apply to your project

☐ Submitted to ARC as part of the Community Choices Program in ________

☐ Submitted to ARC as part of the LCI Program in ________

☐ Direct request for assistance from Community Development staff in ________

☐ Released RFP to select consultant or reached out directly to a consultant in ________

☐ Submitted to other agencies

   Please specify name of agency and when

   Click or tap here to enter text.

X First time applicant
Downtown Stone Mountain Parking Study

Task 1
- Meet/coordinate with DDA and City staff to:
  - Review City’s goals and desired outcomes
  - Establish project schedule and confirm logistical details

Task 2
- Develop GIS and field study/inventory process for on-street and off-street parking, focusing on metrics including location, utilization (overall and spatial distribution), length of stay, peak and non-peak demand, etc.
- Conduct GIS and field study/inventory
- Analyze results to understand how parking is currently utilized

Task 3
- Review current parking management policies
- Compare policies (intent, implementation, compliance) to how parking is utilized based on study results

Task 4
- Identify conclusions based on above
  - For MARTA lot under consideration for purchase
  - For overall downtown district
- Research potential interventions – policy-based, technology-based, etc.
- Prepare report summarizing study results, recommendations, feasibility of alternatives, and next steps
MEMORANDUM
City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083

DATE : November 30, 2018
TO : Mayor and City Council
FROM : ChaQuias Thornton
RE : Placement of Advertisement in Newcomer's Guide

John Hewitt of the Champion Newspaper has asked the City’s interest in advertising in the 2019 Newcomer’s Guide and DeKalb County Chamber Membership Directory. The deadline for the hold of space for advertisement is next Friday, December 7th, 2018. Please see the advertisement cost information attached.

Thank you,

CMThornton
RESERVE YOUR AD SPACE NOW FOR OUR ANNUAL, AWARD-WINNING GUIDE TO DEKALB

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<thead>
<tr>
<th>SPACE</th>
<th>COST</th>
<th>SPECIFICATIONS</th>
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</tr>
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<td>FULL-PAGE</td>
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<td>1/8-PAGE</td>
<td>$400</td>
<td>2 3/8 X 5”</td>
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FOR ADVERTISING INFORMATION CONTACT JOHN HEWITT AT JOHNH@DEKALBCAMP.COM OR 404.373.7779 X 110
# QUOTATION

**SPECIALTY CAR COMPANY**

1545 Mountain Ind Blvd, Stone Mountain GA 30083 * 770-446-3444 * Fax 770-662-8677

Bill To: City of Stone Mountain Police  
875 Main Street  
Stone Mountain GA 30083

Date of Quote: 11/9/2018  
Sales Person: Daniel Hedges  
Cell: 770-315-5034

Ship To: City of Stone Mountain Police  
875 Main Street  
Stone Mountain GA 30083

Phone 770-879-4980  
Email bhillis@stonemountaincity.org  
Contact Bob Hillis

---

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION:

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<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION PRICE</th>
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</table>
| 1        | 2016 Club Car Precedent 4 Passenger Electric  
48 Volt Electric w/ Excel System  
New ERIC Charging System  
Black Body (original)  
Beige Seats | $3,900.00 | $3,900.00 |
| 1        | Canopy Top Extended | $400.00 | $400.00 |
| 1        | Fold Down Windshield (new) | $149.00 | $149.00 |
| 1        | Fold Down Rear Seat Kit | $499.00 | $499.00 |
| 1        | 4" Lift Kit | $499.00 | $499.00 |
| 1        | Black & Silver Rims w/ All Terrain Tires | $750.00 | $750.00 |
| 1        | Deluxe Light Kit w/ Turn Signals | $550.00 | $550.00 |
| 1        | 5 Panel Wink Mirror | $41.00 | $41.00 |
| 1        | DC to DC Converter | $119.00 | $119.00 |
| 1        | Private Speed Code (19.2 mph) | $65.00 | $65.00 |
| 1        | Uncommon Key Switch | $65.00 | $65.00 |

All Aluminum Chassis

**NOTE:** Ninety (90) Day Limited Warranty  
One (1) Year Limited Warranty on batteries  
Limited Warranty: Parts And Labor Except Tires And Abuse  
Service Call Fee NOT Included

Discount $ (200.00)  
Sub-total $6,837.00  
Sales Tax Exempt  
Total $6,837.00

---

**TERMS**  
Collect On Delivery  
F.O.B. Atlanta, GA  
Approx. Delivery Date 3-4 weeks  
SHIPPED VIA SCC Truck

Prices quoted are those in effect at the time of quotation and are guaranteed subject to acceptance within **/30 days. Applicable state or local taxes are not included. All credit terms must be approved by SPECIALTY CAR COMPANY prior to delivery. Customer to submit required credit information for credit approval. Delivery lead time of N/A to N/A normally required.

Accepted By: Specialty Car Company  
Company: Daniel Hedges  
Title: Commercial Vehicle Sales  
Date: Thank you for your interest!
**Bill-To:**
STONE MOUNTAIN POLICE DEPT, CITY OF
875 MAIN ST
STONE MOUNTAIN, GA 30083
United States

**Ultimate Destination:**
STONE MOUNTAIN POLICE DEPT, CITY OF
875 MAIN ST
STONE MOUNTAIN, GA 30083
United States

**Attention:**
**Name:** BOB HILLIS
**Phone:** 404-702-8565

**Sales Contact:**
**Name:** Dan Hooper
**Email:** danhooper@callmc.com
**Phone:** 404-985-4153

**Contract Number:** 980-280008

**Freight terms:** FOB Destination

**Payment terms:** Net 30 Due

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**Total Quote in USD**

\[ \text{Less Trade-In credit of } 300.00 \]

\[ \text{New Total } \quad 17,077.70 \]

\[ \text{Approved By Dan Hooper} \]

\[ \text{11-14-2018} \]
ORDINANCE 2018-09

AN ORDINANCE BY THE GOVERNING AUTHORITY FOR THE CITY OF STONE MOUNTAIN, GEORGIA TO AMEND CHAPTER 4 ANIMALS OF THE STONE MOUNTAIN CODE OF ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE, TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

PART I

The Council of the City of Stone Mountain hereby ordains that CHAPTER 4 ANIMALS of The Code of the City of Stone Mountain, Georgia be amended as follows:

1. To deleted Chapter 4 Animals in its entirety;

2. To replace Chapter 4 Animals as follows:

Sec. 4-1. - Definitions.

For the purposes of this chapter, certain terms and words are hereby defined. Where words or terms are not herein defined but, are defined in other applicable sections of this Code or state law, now and as they may be amended hereafter, those words shall have the meaning as defined therein. As used in this chapter, unless the context otherwise indicates, the following words and terms shall have the meaning ascribed to them:

Abandonment means the intentional or complete forsaking of any animal by its owner, without making reasonable arrangements for the adequate care and custody of the animal to be assumed by another person or the failure to return and resume responsibility of an animal at the designated time as arranged with the care giver. Abandonment also means the act of placing an animal on public property or within a public building, unattended or uncared for, or on or within the private property of another without the express permission of the owner, custodian or tenant of the private property. An animal shall also be considered abandoned when it has been unattended and without adequate and proper food and water for a period in excess of thirty-six (36) hours, regardless of where such animal may be found or kept.

Adequate care means exhibiting attention to the needs of an animal, including but not limited to, the provision of food, water, shelter, sanitary, safe and healthy conditions, and adequate and timely veterinary medical attention necessary to maintain good health for the specific age, size, species, and breed of animal or to prevent suffering.

Adequate food means sufficient quantity of non-contaminated and nutritionally healthy sustenance that is appropriate to the species, breed, size, age and health of the animal, or at the direction of a licensed veterinarian; which is sufficient to prevent starvation, malnutrition, or risk to the animal's health. Garbage, spoiled, rancid, or contaminated food is not adequate food.
Adequate shelter means a protective covering for a domestic animal that provides adequate space and protection to maintain the animal in a state of good health, and that prevents pain, suffering, or significant risk to the animal's health. Adequate shelter shall consist of a completely enclosed structure with four (4) sides, a constructed floor, and a roof with a door opening. It should also be clean, dry and compatible with current weather conditions, in addition to age, size, species and condition of the animal. The structure should be of sufficient size to allow the animal to stand, turn around, lie down and go in and out of the structure comfortably. To be adequate, some type of bedding that is quick drying, such as hay or pine straw, must be provided to maintain comfortable temperatures within the structure during times when the ambient, outside temperature is below thirty-two (32) degrees Fahrenheit. In addition, the structure shall include a heavy plastic or rubber flap to cover the door and/or window openings during the months of December through March or when the ambient, outside temperature is below thirty-two (32) degrees Fahrenheit. From April through November, the structure shall either be shaded or moved out of direct sunlight. If the shelter is made of wood, it shall be raised at least two (2) inches off the ground to prevent seepage or rotting. Examples of inadequate shelter include, but are not limited to, lean-tos, metal or plastic drums, boxes, abandoned vehicles, porches, decks, or material that does not provide sufficient protection from the elements.

Adequate water means clean, fresh, potable water sufficient to prevent dehydration and properly sustain health presented in a clean dish, free from contamination. Examples of inadequate water include, but are not limited to, snow, ice and rancid/contaminated water.

Animal means every living vertebrate except a human being.

Animal at large means any animal moving without physical restraint and not on its owner's property.

Animal enforcement officer means any person authorized by the governing authority or by law to enforce the provisions of this chapter.

Animal service center means the facility designated by the governing authority for the detention of animals in DeKalb County.

Apiary shall mean a place where bees and beehives are kept, especially a place where bees are raised for their honey.

Beekeeper shall mean a person who owns or has charge of one or more colonies of bees.

Classified animal means any animal that has been classified as either a dangerous or vicious animal pursuant to this chapter or comparably classified by the State of Georgia, or by any court, hearing officer, or authorized government agency of any other state, county or municipality.

Classified animal pen means a padlocked pen, as that term is defined in this chapter, made entirely of industrial gauge fencing with a door or gate equipped with a working lock. The classified animal pen must contain adequate shelter, as that term is defined in this chapter, but must also contain a minimum one hundred (100) square foot area outside the adequate shelter.
Colony or hive shall mean an aggregate of bees consisting principally of workers, but having, when perfect, one queen. It additionally refers to combs, honey and the receptacle inhabited by the bees.

Community cat means an unowned, free-roaming cat that has been marked by surgical ear-tip pursuant to the community cat program.

Community cat program means a comprehensive process whereby unowned free-roaming cats are captured humanely, transported to a veterinarian for evaluation, spay/neuter surgery, rabies vaccination and marking by surgical ear-tip, and returned to the area or location where the cat was captured.

Cruelty means causing death or unjustifiable pain or suffering to any animal by an act, omission, or neglect. Cruelty also includes transporting an unrestrained animal in an open-air vehicle or in the trunk of any vehicle or leaving an animal unattended in a closed vehicle without proper ventilation or temperature control where the outside air temperature is seventy (70) degrees Fahrenheit or above. Cruelty also means allowing or causing any animal to train for or engage in an animal fight operated for sport, entertainment or gaming purposes. Routine medical procedures by a licensed veterinarian shall not be regarded as cruelty.

Dangerous animal means any animal that, according to the records of an appropriate authority:

1. Causes a substantial puncture of a person's skin by teeth without causing serious injury, provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify an animal as dangerous;

2. Aggressively attacks in a manner that causes a person to reasonably believe that the animal poses an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by an animal shall not be sufficient to classify an animal as dangerous; or

3. While off the owner's property, kills a pet animal; provided that no animal shall be classified as dangerous when the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

Dog Control Officer, as authorized and defined by O.C.G.A. §4-8-22 is any officer of the City tasked with enforcing the animal ordinances of the City. This shall include any officer of DeKalb County tasked with enforcing animal ordinances.

Electronic animal confinement system shall mean a commercially produced, functioning and professionally installed electronic fence which utilizes an invisible electrically generated perimeter, in which the animal within the perimeter wears an electronic collar that produces an electric shock when the animal approaches or exceeds the perimeter.

Euthanasia means the legal act of putting an animal to death using humane methods, recommended by the American Veterinary Medical Association Panel on Euthanasia and approved by the Georgia Department of Agriculture, as defined by Georgia law in the Georgia Animal Protection Act, as may hereinafter be amended.
Fence means any structure of wire, wood, stone or other material, which is of sufficient height and strength to act as a barrier against passage of the animal it is intended to enclose. A fence must be sufficient to prevent the animal from being able to jump, dig, or escape from confinement.

Garbage means all refuse matter/effluent, either animal or vegetable by-product from a restaurant, kitchen, or meat/poultry processing establishment; spoiled/rancid food and refuse accumulation of animal, fruit, or vegetable matter, liquid or otherwise, that is normally discarded.

Guard dog means a dog trained to attack persons or other animals independently or upon oral command; or a dog that, while not so trained, is reasonably expected to perform as a guardian of its owner and/or the property upon which the dog is located.

Hazardous animal means an animal that may be harmful to humans or other animals by virtue of its ability to produce poison or, due to its size and feeding habits, could prey on humans as a food source. Hazardous animals include, but are not limited to, pit vipers (genus Crotalidae), coral snakes (genus Micrurus), poisonous spiders, frogs, large reptiles, Nile monitors, caiman, alligators, crocodiles, and large constricting snakes greater than ten (10) feet in length.

Hive – see Colony

Identification means any tag, tattoo, microchip, or other type of marking that can be used to locate an animal's owner.

Kennel means any location where boarding, caring for and keeping of more than a total of three dogs or cats or other small animals or combination thereof is carried on, including, but not limited to the raising, breeding, caring for or boarding of dogs, cats or other small animals for commercial purposes.

Kennel, noncommercial means any location where the owning, boarding, caring for and keeping of more than three (3) but not more than ten (10) dogs or cats or other small animals or combination thereof is carried on, not for commercial purposes, but as a hobby such as the raising of show and hunting dogs.

Law enforcement agency means any division of the Stone Mountain Police Department or other governmental agency with law enforcement powers operating within the City limits of Stone Mountain.

Neglect means endangering an animal’s health by failing to provide or arrange to provide the animal with food or drink if the animal is dependent upon a person for the provision of food or drink, or the act of restraining an animal in a manner that endangers the animal’s life or health. Other acts considered to be neglect include, but are not limited to:

1. Failing to provide adequate care or seek veterinary care for an injury or illness that seriously endangers the life or health of an animal; or

2. Leaving an animal outside and exposed to excessive heat or cold without providing the animal with adequate shelter or protection from the heat or cold or exposing an animal to unsanitary conditions.

Official Certificate of Veterinarian Inspection Health Certificate ("OCVI Health Certificate") means a legible certificate issued by an accredited veterinarian either on an official
form of the State of Georgia or an equivalent official form of the United States Department of Agriculture.

*Open-air vehicle* means the cargo area of any pickup truck that is not covered by a permanent attached utility cover or any convertible vehicle with its top down.

*Owner* means any natural person or any legal entity, including but not limited to a corporation, partnership, firm, or trust, owning, possessing, harboring, keeping, or having custody or control of an animal. In the case of an animal owned by a minor, the term "owner" includes the parents or person in loco parentis with custody of the minor. A cat may be deemed "unowned" if the cat is found on the property of a natural person or legal entity disclaiming ownership of the cat and no traceable form of identification is displayed on the cat.

*Pen* means a pad locked, fenced area within a perimeter fenced area that has secure sides that are buried two (2) feet into the ground or sunken in concrete and a secure top.

*Pest* is an animal, insect, or arachnid that is invasive or troublesome to plants or animals, human or human concerns, livestock, or human structures.

*Police chief* means the police chief of the Stone Mountain Police Department or designee(s).

*Primary* means first or highest in rank; principal.

*Proper enclosure* means any structure or device used to restrict an animal to a limited amount of space such as a fenced area, electronic animal confinement system, building, house, pen, or other device or structure out of which an animal cannot climb, dig, jump, or otherwise escape.

*Qualified adoption facilitator, rescue group and animal shelter* means an organization offering animals for adoption so long as the organization is licensed as a shelter by the State of Georgia; or if not incorporated in Georgia, is a non-profit organization under section 501(c)(3) of the Internal Revenue Code; and has the express mission/business function of facilitating the sterilization and adoption of homeless and unwanted animals. A copy of the state license or the Internal Revenue Service letter of non-profit designation shall be provided to a City officer upon request.

*Records of an appropriate authority* means records of any state, county, or municipal law enforcement agency; records of any county or municipal animal control agency; records of any county board of health; or records of any federal or state court.

*Secondary* means of second rank; not primary.

*Serious injury* means any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.

*Severe injury* means a physical injury that results in broken bones, significant puncture wounds, disfiguring lacerations requiring multiple sutures or cosmetic surgery or significant medical procedures or a physical injury that results in death.
Spay/neuter certificate means documentation that certifies that the animal listed therein has been sterilized as of the date of surgery.

Sterilized animal means an animal that has been surgically or chemically altered by a licensed veterinarian in order to render the animal incapable of reproduction.

Stray animal means any animal at large, whether lost by its owner or otherwise, that may be in or on the common areas of apartments, condominiums, trailer parks or other multi-residential premises, any single-family residential property, or any other property or public area without being controlled by a leash, that does not have an identification tag or microchip, and otherwise has no identifiable owner. A community cat shall not be classified as a stray animal, but a cat which has not become a part of the community cat program is a stray animal.

Targeted Grazing is the application of a specific kind of livestock at a determined season, duration, and intensity to accomplish defined vegetation or landscape goals.

Tethered means an animal attached to a stationary object by a chain, cable or similar device commonly used for the size and type of animal involved. An animal is not considered tethered when the animal is attached to a stationary object, as long as the owner or custodian is physically within reach of the animal. Any tethering device used to tether an animal must be at least ten (10) feet in length.

Unsanitary conditions means an animal living space, shelter, or exercise area contaminated by health hazards, irritants, pollutants, items, or conditions that endanger or pose a risk to an animal's health.

Veterinary medical attention means care or supervision by a properly licensed practitioner of veterinary medicine as defined by Georgia law, sufficient to maintain an animal in a state of good health and prevent pain and suffering by an animal.

Vicious animal means one (1) that inflicts serious injury on a person, or one (1) that causes serious injury to a person resulting from reasonable attempts to escape the animal's attack.

Sec. 4-2. - General responsibilities of owners.

(a) It shall be the duty of every owner of an animal to take all necessary steps and precautions to protect other people, property, and other animals from injury or damage resulting from such animal's behavior, including, but not limited to, chasing, biting, or otherwise jeopardizing the safety or welfare of the public, regardless of whether such behavior is motivated by mischievousness, playfulness, or ferocity.

(b) If the owner of an animal is a minor, the parent or guardian of such minor shall be responsible to ensure full compliance with the requirements of this chapter.

Sec. 4-3. - Keeping animal under restraint while on owner's property.

(a) It shall be the duty of every owner of an animal to ensure that the animal is kept under restraint, and that precautions are taken to prevent the animal from leaving, while unattended, the real property limits of its owner.
(b) It shall be the duty of every owner of an animal to ensure that the animal is securely and humanely enclosed within a proper enclosure as a means of primary restraint. Such enclosure must be securely locked at any time the animal is left unattended. When outside the proper enclosure but on the owner's property, it shall be the duty of every owner of an animal to ensure that the animal is humanely secured by a leash or lead and under the control of a responsible and competent person; or off leash but under the direct control of a responsible and competent person who is physically present with the animal, provided that such animal is obedient to that person's command.

(c) Any dog that is housed outside of its owner's house shall be housed in a proper enclosure that complies with the provisions of this Code. The owner shall also ensure that the proper enclosure contains at least one hundred (100) square feet of open space.

(d) Tethering of any animal is prohibited, except as provided in this section.

(e) As a secondary means of restraint to a proper enclosure, a dog may be attached to a running cable line or trolley system providing that:

1. A running cable line or trolley system is set inside a proper enclosure;

2. Only one (1) dog may be attached to each running cable line or trolley system;

3. No dog may be attached to a running cable line or trolley system for more than twelve (12) hours in a twenty-four-hour period;

4. No dog may be attached to a running cable line or trolley system between the hours of 10:00 p.m. and 6:00 a.m.;

5. Tethers and cables attaching the animal to the running cable line or trolley system must be made of a substance which cannot be chewed by the animal and shall not weigh more than five (5) percent of the body weight of the animal tethered;

6. A running cable line or trolley system must have a swivel installed at each end and be attached to a stationary object that cannot be moved by the animal;

7. The running cable line or trolley system must be at least ten (10) feet in length and mounted at least four (4) feet and no more than seven (7) feet above ground level;

8. The length of the tether from the running cable line or trolley system to the animal's collar should allow access to the maximum available exercise area and allow the animal free access to food, water, and shelter;

9. Be attached to a properly fitted harness or collar not used for the display of a current rabies tag and other identification; and with enough room between the collar and the dog's throat through which two (2) fingers may fit. Choke collars and pinch collars are prohibited for the purpose of tethering an animal to a running cable line or trolley system; and

10. Be tethered at sufficient distance from any other objects to prohibit the tangling of the cable, from extending over an object or an edge that could result in injury of strangulation of the animal and be of sufficient distance from any fence so as to prohibit the animal access to the fence.
(f) If an electronic animal confinement system is used to confine an animal, it shall:

(1) Provide a properly fitted and working signal device that will be worn by the animal to be enclosed.

(2) Contain permanent and prominently displayed signs at twenty-five (25) feet intervals around the entire perimeter of the electronic animal confinement system. The signs shall be no smaller than six (6) inches square, and shall read: "Caution—Electronic Animal Confinement System" or similar verbiage.

Sec. 4-4. - Duty to restrain while off owner's property.

It shall be the duty of any person to keep an animal under restraint and control at all times while the animal is off the real property limits of the owner. Such areas shall not include city parks that are specifically designated as off leash areas.

Sec. 4-5. - Animals at large.

It shall be unlawful for the owner of an animal to allow it to run at large unattended on or about the streets, rights-of-way, and highways of Stone Mountain; in any city park, except in city parks that are specifically designated as off leash areas; unattended on or about the common property of any apartment complex or condominium community; or on the property of another person without permission of the owner of that property.

Sec. 4-6. - Abandonment.

It shall be unlawful for anyone to knowingly abandon, or to aid in the abandonment of, any domesticated animal on any property located in the City of Stone Mountain.

Sec. 4-7. - Neglect.

It shall be unlawful for any owner to neglect an animal.

Sec. 4-8. - Cruelty to animals.

(a) It shall be unlawful for any person to commit an act of cruelty towards any animal, except that a person may:

(1) Defend his person or property, or the person or property of another, from injury or damage being caused by an animal; or

(2) Kill any animal causing injury or damage to any livestock, poultry or pet animal.

(b) The method used for killing the animal shall be as humane as possible under the circumstances. A person who humanely kills an animal under the circumstances indicated in subsection (a) of this section shall incur no penalty for such death.

(c) This section shall not be construed to limit in any way the authority or duty of any law enforcement officer, dog or rabies control officer, humane society, or veterinarian.
Sec. 4-9. - Required permanent identification.

It shall be the duty of every animal owner who has been convicted, in a court of competent jurisdiction, of abandonment, cruelty or neglect of an animal, or who owns a classified animal, to have the animal permanently identified by insertion of a microchip by a licensed veterinarian. Said chip must be registered with the manufacturer’s chip registry.

Sec. 4-10. - Dangerous and vicious animals.

(a) If a dog control officer learns of the existence of a dangerous animal or vicious animal, that officer shall then cause a summons to be issued within seventy-two (72) hours requiring the owner of the animal to appear before a judge of the Stone Mountain Municipal Court or DeKalb County Magistrate Court, as specified below, at a date and time certain no earlier than fifteen (15) days after service, to conduct a hearing as to the appropriate classification of the animal. The summons so issued shall be served on the owner personally. The officer shall also immediately cause the impoundment the animal believed to be dangerous or vicious.

(b) The court shall determine after a hearing if the animal is to be classified as a dangerous animal or vicious animal. In making its findings in this regard, the court shall enter a written order notifying the animal's owner, the dog control officer, and the police chief of its decision.

(c) The appeal of any order of the court concerning the classification of an animal as vicious or dangerous shall be by petition for writ of certiorari to the superior court of DeKalb County.

(d) If the court classifies the animal as dangerous or vicious, and no appeal is filed, the owner shall be required to obtain from the police chief an annual certificate of registration in compliance with the requirements of this chapter. No vicious or dangerous animal shall be released to its owners until such certificate is issued by the police chief.

(e) If the owner fails to obtain the certificate of registration within thirty (30) days of the issuance of the order classifying the animal as dangerous or vicious, the animal will be euthanized no earlier than thirty-five (35) days after the issuance of the order so classifying the animal. The animal shall not be euthanized if the owner appeals the court's classification order by petition for writ of certiorari to the superior court of DeKalb County within thirty (30) days after the order of classification. During the pendency of the appeal and any further appeals, the animal shall not be euthanized, provided that in the event the classification order is upheld at the conclusion of all appeals, the animal shall be euthanized no earlier than thirty-five (35) days after the final order upholding the classification if the owner does not obtain the required certificate of registration within thirty (30) days after the date of the final order of court upholding the classification order. During the pendency of any such appeal by the owner, the animal shall not be released to its owner until the appeal is concluded and the certificate of registration is issued to the owner, if applicable. In such event, the animal will be housed at a licensed veterinarian's office or a licensed kennel and the cost of such detention shall be borne by the owner of
the animal. In the event the county appeals the court's order, the animal shall not be released to its owner until the appeal is concluded and the certificate of registration is issued to the owner, if applicable.

Sec. 4-11. - Exemptions from classification as a dangerous or vicious animal.

An animal shall not be classified as a dangerous animal or vicious animal:

(1) When the animal bites, attacks or menaces anyone who assaults the animal's owner;
(2) When the animal bites, attacks or menaces anyone who willfully trespasses, or commits another tort, upon the property of the owner;
(3) When the animal bites, attacks or menaces anyone who is currently, or has in the past, tormented or abused the animal;
(4) Where the animal is acting in defense of an attack from a person or other animal upon the owner or other person;
(5) Where the animal is protecting or defending its young or another animal;
(6) Where the animal is being used by a law enforcement or military officer to carry out official duties; or
(7) When the animal bites, attacks or menaces anyone who is committing or attempting to commit an offense in violation of Georgia codes listed in O.C.G.A. Title 16, Chapters 5 and 6.

Sec. 4-12. - Certificate of registration.

(a) The owner of a classified dangerous or vicious animal must be eighteen (18) years old or older; annually obtain a certificate of registration for the animal from DeKalb County Animal Services (DCAS); and, pay any applicable fee for that registration. At the time of renewal, DCAS shall verify that the owner is continuing to comply with all applicable provisions of this chapter. The requirements of this section apply to any classified animal living in the City of Stone Mountain.

(b) Certificates of registration are nontransferable and no more than one (1) certificate of registration shall be issued per domicile. The certificate of registration shall be issued to the owner upon receipt of all of the following:

(1) Written evidence that the animal is permanently identified by insertion of a microchip by a licensed veterinarian. Said chip must be registered with the chip parent company and the police chief within thirty (30) days of an order classifying the animal as dangerous or vicious or within such later time as specified by a court of competent jurisdiction or within thirty (30) days of the conclusion of any appeal of a court's order that upholds the classification of an animal as dangerous or vicious;

(2) A copy of a current policy of insurance in the minimum amount of fifty thousand dollars ($50,000.00) issued by an insurer authorized to transact business in the State of Georgia, insuring the owner of a dangerous animal, and seventy-five thousand dollars
($75,000.00) insuring the owner of a vicious animal, against liability for any personal
injuries or property damage inflicted by the dangerous animal or vicious animal; or a
copy of a current surety bond in the foregoing respective amounts issued by a surety
company authorized to transact business in the State of Georgia, payable for property
damage or personal injury caused by the dangerous or vicious animal;

(3) Written or photographic proof that the animal will be confined in a classified animal
pen; and

(4) Written evidence that the animal has been sterilized by a licensed veterinarian.

(c) The owner of a classified animal shall notify the police chief within twenty-four (24) hours
if the animal dies. If the animal dies, the body must be available for microchip scanning to
provide positive identification of the dangerous animal or vicious animal. A vicious animal
shall not be transferred, sold or donated to any other person unless it is relinquished to a
governmental facility or a veterinarian to be euthanized. If a dangerous animal is sold or
given to another person, the current owner listed on the most current certificate of
registration must provide the police chief with the name, address, and telephone number of
the new owner within thirty (30) days of the sale or transfer of such animal. New owners of
dangerous animals are subject to all requirements of this Code upon transfer of such animal
and such new owner must register the animal in his or her name within thirty (30) days of
the sale or transfer of the animal to such new owner.

(d) The owner of a classified animal must notify the police chief in writing within fifteen (15)
days after changing his/her address. Such written notice shall provide the owner's new
address and telephone number. The owner shall promptly obtain a new certificate of
registration reflecting the new address if such address is located within the county.

(e) The owner of a classified animal shall notify the police chief in writing within seventy-two
(72) hours after moving a classified animal into the county. Such written notice shall provide
the address and telephone number of the owner and the owner shall obtain a certificate of
registration for the animal within seventy-two (72) hours after moving into the county.

(f) No certificate of registration shall be issued to any person who has been convicted of two
(2) or more violations of this chapter. No person shall be the owner of more than one (1)
vicious animal. No certificate of registration for a vicious animal shall be issued to any
person who has been convicted of:

(1) A serious violent felony as defined in O.C.G.A. § 17-10-6.1;

(2) The felony of dog fighting as provided for in O.C.G.A. § 16-12-37 or the felony of
aggravated cruelty to animals as provided for in O.C.G.A. § 16-12-4; or

(3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine,
or ecstasy as provided for in O.C.G.A. §§ 16-13-31 and 16-13-31.1 from the time of
conviction until two (2) years after completion of his or her sentence. The restrictions
imposed by this subsection also apply to any person residing with such convicted
person.
Sec. 4-13. - Confinement of dangerous or vicious animals.

(a) Classified animals shall be confined in a classified animal pen.

(b) The owner of a classified animal must post signs on all means of ingress and egress to the premises where the animal resides. Such signs shall read in letters at least three-quarters (¾) of an inch high: "Dangerous/Vicious Animal on Property." Such signs shall be no smaller than eight and five-tenths (8.5) by eleven (11) inches.

(c) Whenever outside its classified animal pen, but on the owner's property, a classified animal shall be attended by the owner, muzzled by any means sufficient to prevent the biting of persons or animals, and restrained by a secure collar and leash of sufficient strength to prevent escape. Such leash shall not exceed three (3) feet in length.

(d) No classified animal shall be permitted off the property of its owner unless accompanied by the owner, muzzled by any means sufficient to prevent the biting of persons or animals, and restrained by a secure collar and leash of sufficient strength to prevent escape. Such leash shall not exceed three (3) feet in length. In the alternative, the classified animal when off the owner's property may be contained in a closed and locked cage or crate.

(e) The owner of a classified animal shall make the animal and the area of confinement available for periodic, unannounced inspections by a dog control officer to ensure compliance with the confinement requirements of this chapter, provided that the owner consents to such entry and inspection. If consent is not obtained, the dog control officer shall obtain an inspection warrant prior to any inspection in accordance with the requirements of state law.

Sec. 4-14. - Transportation of animals in open air vehicles.

If transporting an animal in an open-air vehicle, the owner is responsible for securing the animal so as to prevent the animal from escaping out of the vehicle, getting tangled, or extending over the edge of the vehicle such that injury or strangulation of the animal could result while the vehicle is in motion. For classified animals the requirements of this section are in addition to the requirements outlined in section 4-13.

Sec. 4-15. - Hazardous animals.

No person shall own, keep, harbor, house, or permit to be kept, harbored or housed, a hazardous animal within the City of Stone Mountain, unless granted prior written approval from the police chief. Written approval may be granted upon presentation of photographic proof that the animal will be kept adequately restrained or confined as is common for the species, and proof that the animal is covered in the liability insurance of the owner. Issuance of written approval incurs no liability on the part of the City or any of its officials and employees.
Sec. 4-16. - Guard dogs.

It shall be the duty of the owner of a guard dog to display in a prominent place on their premises, and at each entrance or exit to the area where such dog is confined, a sign which reads, in letters at least three-quarters (3/4) of an inch high, "Guard Dog," and lists the name and contact number of the owner of the dog in same size type. Such signs shall be no smaller than eight and five-tenths (8.5) by eleven (11) inches.

Sec. 4-17. - Rabies tag; rabies vaccination and animal registration.

(a) The requirements of this section only apply to owners of dogs, cats or ferrets, provided the dog, cat or ferret is three (3) months old or older.

(b) The process for verification of rabies vaccinations and registration of dogs, cats or ferrets set forth in this section shall be set by the governing authority of DeKalb County, Georgia.

(c) It shall be the duty of any owner of any dog, cat, or ferret to obtain a current rabies vaccination from a licensed veterinarian periodically as ordered by the veterinarian.

(d) After vaccination, it shall be the duty of any owner of any dog, cat or ferret to register each inoculated animal with the DeKalb County in a manner and fee schedule set by the governing authority of DeKalb County.

(e) It shall be the duty of any owner of a dog, cat, or ferret to provide a collar or harness for such animal. The collar or harness, together with the rabies inoculation tag, shall be worn by the animal at all times.

Sec. 4-18. - Reclamation of animals from DeKalb County Animal Services

An owner reclaiming an impounded animal shall be do so by process and procedures set forth in the policy of DeKalb County Animal Services (DCAS).

Sec. 4-19. - Enforcement generally.

(a) Upon information learned by, or complaint lodged with, a dog control officer that an animal owner is in violation of this chapter, the dog control officer shall cause a summons to be issued requiring the owner of the animal to appear before a judge of the Stone Mountain Municipal Court, at a date and time certain, to stand trial for the violation. If a violation has not been personally witnessed by the dog control officer or other law enforcement officer, a subpoena shall be issued to the person making the complaint, along with any witness(es), to appear on the date and time set for trial, to testify on behalf of the county.

(b) A dog control officer may respond to anonymous complaints of violations of this chapter. If the owner or custodian of an animal is unknown or not present, and such animal is upon the public streets, alleys, sidewalks, school grounds or other public places or premises, or is upon another person’s property without permission or absent proper restraint, or is a classified animal as to which the registration, confinement or insurance requirements have not been met, the police shall immediately impound the animal in a facility designated for
the detention of animals. Thereafter, if the animal is not claimed, the animal may be disposed of in a humane fashion in accordance with the provisions of O.C.G.A. § 4-11-5.1 et seq.

(c) Any stray cat without any traceable form of identification that is impounded or brought to the animal service center and deemed eligible may be transferred immediately to the community cat program. The City, its officials, and those administering the community cat program shall be free of liability arising from this program.

(d) Any community cat or unowned, free-roaming cat that is not healthy in the opinion of qualified animal service center employees or designees shall be impounded. No healthy community cat shall be impounded unless it:

(1) Damages the personal or private property of a person or legal entity that seeks its impoundment; or

(2) Creates unsanitary conditions, offensive or objectionable odors.

If a healthy community cat is impounded pursuant to this subsection (e), upon impoundment, it shall be transferred to a qualified adoption facilitator or disposed of by the county or its designee.

(e) An animal may be euthanized when it is determined that:

(1) At the scene of an accident an animal is injured beyond medical help, and no traceable form of identification is displayed on the animal;

(2) An animal presented to the animal service center without traceable form of identification is injured beyond medical help, or exhibits obvious signs of infectious disease or parasite infestation that would impose a health risk to animals housed in the animal service center; or

(3) A veterinarian has determined from all the circumstances that it would be inhumane not to euthanize a particular animal.

(f) The judge of any superior court of competent jurisdiction within the state may order the euthanasia of an animal if the court finds, after notice and opportunity for hearing, that the animal has seriously injured a human or presents a danger to humans not suitable for control under this chapter and:

(1) The owner or custodian of the animal has been convicted of a violation of any state criminal law and the crime was related to such animal; or

(2) Any local governmental authority has filed with the court a civil action requesting the euthanasia of the animal.

(g) A judge of the municipal or the superior court shall order the euthanasia of any animal if the court finds, after notice and the opportunity for hearing, that the animal has caused a serious injury to a human on more than one (1) occasion in the previous three years.
Sec. 4-20. - Right of entry.

A police officer or citizen may use any reasonable force necessary to remove any animal locked in a closed vehicle, domicile, building, or other enclosure if the animal exhibits distress, including but not limited to, excessive panting or drooling, seizures, state of unconsciousness, or hyperactivity. If property is damaged during such removal, neither the citizen, police officer, the police department, nor the City shall be liable for any damage caused.

Sec. 4-21. - Notice to owner of impounded animal.

(a) Upon impounding an animal with identification, the impounding officer shall make a prompt and reasonable effort to locate the animal's owner.

(b) When an impounded animal is released to the animal service center, the procedures for release or disposition of the animal shall be done in compliance with policies of the DeKalb County Animal Services (DCAS) or the governing authority of DeKalb County.

Sec. 4-22. - Ownership.

(a) It shall be unlawful for any person to abandon, sell, trade, swap or give away animals within the real property limits of buildings or surrounding grounds belonging to the City of Stone Mountain.

(b) It shall be unlawful for any person to give away or sell any animal on any public roadway in the City of Stone Mountain.

Sec. 4-23. - Sterilization.

(a) It shall be the duty of the owner of a dog or cat declared to be a classified animal by a court of competent jurisdiction to have the animal sterilized. Such sterilization must be performed by a licensed veterinarian within thirty (30) days of a final order of a court of competent jurisdiction finding that the dog or cat is a classified animal.

(b) Unowned, free-roaming cats may be vaccinated, sterilized and ear tipped as part of the community cat program. Cats brought into the community cat program are exempt from registration, licensing, and stray animal provisions of this chapter, shall not be deemed abandoned when returned to the location where captured, and as necessary and appropriate, may be exempt from other provisions of this Code applicable to owned animals.

Sec. 4-24. - Limitation on ownership.

(a) Any person who has been convicted of cruelty, neglect or abandonment of an animal as provided in this Code or state law, and has relinquished ownership of said animal, shall not be allowed to own a pet in their household in the City for five (5) years measured from the date of conviction.
(b) Any person who has been convicted of failure to keep an animal under restraint while on owner's property as provided in this Code, or has been ordered by a court to meet additional confinement requirements and has not complied with the court's order, shall not be allowed to own a pet in their household in the City for five (5) years measured from the date of conviction or court order.

Sec. 4-25. - Violations and enhanced penalties.

(a) Any person who does anything prohibited or fails to do anything required by this chapter, upon citation by an officer authorized to enforce this chapter and conviction of the violation in a court of competent jurisdiction may be subject to fine and/or imprisonment in accordance with Section 1-11 of this Code. Where any offense or violation continues from day to day, each day's continuance thereof shall be deemed a separate offense.

(b) A classified animal shall be immediately impounded by any City police officer, code enforcement officer, or DeKalb County animal enforcement officer if such animal or its owner has violated any of the requirements of this chapter. Any animal, whether classified or not, may be impounded if such officer believes the animal poses a threat to the public.

(c) The owner of a classified animal shall notify the police chief as soon as the owner discovers that the animal is on the loose, unconfined, or has attacked a human or another animal, and failure to so notify the police chief shall be a violation of this chapter by the owner of the animal.

(d) It shall be a violation of this chapter for any person to possess within the City a classified animal without a certificate of registration issued in accordance with the provisions of this chapter.

Sec. 4-26. - OCVI health certificate required.

(a) The owner of any cat or dog, sterilized or unsterilized, that is sold, or exchanged for valuable consideration is required to give the new owner a current, valid OCVI health certificate at the time of exchange or sale. The OCVI health certificate must be available for review by potential new owners at the time any dog or cat is offered for sale or exchange, for valuable consideration. A current OCVI health certificate must be presented to any animal control officer upon request for review.

(b) Qualified adoption facilitators, rescue groups, and animal shelters are exempt from the requirements of this section.

(c) Each animal found to be without an OCVI health certificate shall be considered a separate violation of this section by the owner of the animal. Animals shall not be subject to impoundment for violations of this section.

Sec. 4-27. - Classifications of animals in previous ordinances or jurisdictions.

Any animal classified dangerous or vicious prior to the adoption of this chapter, or classified by any other jurisdiction in the State of Georgia as a dangerous animal, shall be so classified as a
vicious animal under this chapter.

Sec. 4-28. - Limitation of liability and classification.

Any irregularity in classification proceedings shall not be a defense to any prosecution under this chapter so long as the owner of the animal received actual notice of the classification and did not pursue correction of the irregularity. Under no circumstances shall the City or any of its elected officials, employees, or officers be held liable for any damages to any person who suffers an injury inflicted by an animal as a result of a failure to enforce the provisions of this chapter.

Sec. 4-29. - Location of kennels, structures or property used as boarding or breeding kennels.

(a) All structures or property used as boarding or breeding kennels shall be located and activities conducted at least one hundred (100) feet from the property line of any property zoned or used for residential purposes.

(b) All noncommercial kennels shall be located on a site of not less than one (1) acre. All structures or property used as a noncommercial kennel shall be located at least one hundred (100) feet from the property line of any property zoned or used for residential purposes.

Sec. 4-30. – Prohibited Animals

(a) The keeping of hogs or pigs in the city is prohibited.

(b) It shall be unlawful to purchase, sell, own, possess, harbor or breed skunks, foxes, prairie dogs, raccoons, coyotes, wolves, hybrid wolves, any hybrid animal that is part wild animal, exotic cats or any other wildlife unless licensed by the respective federal or state department of agriculture to possess such animal.

Sec. 4-31. - Keeping of livestock.

Any person who keeps horses, mules, cattle, or other livestock within the corporate limits of the city shall carry the following restrictions:

(1) Livestock shall be permitted on parcels, or adjoining assemblage of parcels, totaling at least two acres in size. Livestock are not permitted in parcels zoned as, or adjacent to parcels zoned as, “Village Center Mixed-use.”

(2) All livestock shall be maintained at least one hundred (100) feet from the property line of any other property zoned or used for residential purposes.

(3) There shall be a minimum of 5,000 square feet of fenced lot area not covered by the principal building or structure for each livestock animal.

(4) All pastures must be kept in a sanitary condition.
(5) Live slaughter shall be prohibited.

Sec. 4.32. - Keeping of fowl and small domesticated animals—General regulations.

Small domesticated animals, such as rabbits and guinea pigs and fowl, such as chickens, ducks, geese, guineas, turkeys and the like may be kept within the City subject to the following regulations:

1. All such animals shall be provided with adequate and sanitary housing. Such houses, hutch, pens, stables, sheds, stalls and enclosures wherein domesticated animals, poultry or other fowl are kept shall have a solid floor as may be approved by a code compliance officer. All such houses, hutch, pens, stables, sheds, stalls and enclosures, wherever located, shall have a minimum floor space of four square feet per animal or bird over one month old.

2. All houses, hutch, pens, stables, sheds, stalls or enclosures where such livestock, poultry or other fowl are kept shall not be nearer to any houses wherein human beings reside, other than the residence of the person who is the owner of such animals, than a distance equal to the width of the lot upon which the animals are kept, or a minimum distance of 75 feet should the lot be 75 feet or more in width.

3. Every person owning or keeping chickens or any other domestic fowl in the city is hereby required to keep such fowl and chickens under fence and not allow such chickens or fowl to run on any property other than his own.

4. No such animals shall be kept in parcels zoned as “Village Center Mixed-use,” except as a permitted use.

5. Keeping of male chickens, or roosters, is prohibited.

6. Live slaughter shall be prohibited.

Sec. 4.33. - Same—Sanitary requirements.

It shall be unlawful for any person owning or having control of the use of any house, hutch, pen, stable, stall or enclosure or other place where domesticated animals, poultry or fowl are kept to allow the same to become filthy or unsanitary. Every person who owns or keeps such domesticated animals, poultry or fowl shall maintain in connection therewith a bin, pit or container in which the manure from such animals, poultry or fowl shall be placed pending removal. Such bin, pit or container shall be provided with covers or other devices, sufficient to prevent the ingress and egress of flies and other insect pests. All persons controlling such places where domesticated animals, poultry or fowl are kept shall remove all manure from such bins, pitts or containers before the same shall become malodorous or unsanitary. However, any such person may use such manure upon his premises for the purpose of enriching his own ground.
Sec. 4-34. - Same—Drainage of pens and other areas.

All places wherein livestock, poultry or fowl are kept shall have adequate drainage sufficient to prevent standing water in yards or pens. Drainage from pens shall not enter storm water drains, streams, or lakes.

Sec. 4-35. - Same—Use of lime or other chemicals required.

All yards or pens wherein livestock, poultry or fowl are kept shall be regularly covered with lime or other suitable chemical agents, as may be approved by the county health officer, to prevent bad odors or nuisances to neighbors.

Sec. 4-36. - Diseased animals.

It shall be unlawful for any person to have or keep within the City any animal, poultry or fowl infected with a disease, infestation, or condition which may contaminate people, other animals, poultry, or fowl.

Sec. 4-37. - Hoarding of Animals.

It shall be unlawful for any person to collect animals and fail to provide them with humane/adequate care; fail to dispose dead animals properly; or collect, house, or harbor animals in filthy, unsanitary conditions that constitute a health hazard to the animals being kept, and/or to the animals, residents, or residents of adjacent property.

Sec. 4-38. - Breeders.

It is unlawful for any person who does not hold a license from the Georgia Department of Agriculture to breed an animal if they are required by the Georgia Department of Agriculture to be licensed.

Sec. 4-39. - Beekeeping.

The purpose of this section is to establish sound beekeeping practices, so as to avoid issues that may otherwise be associated with the keeping of bees in an urban setting.

(a) Notwithstanding compliance with any other section of this chapter, it shall be unlawful for any beekeepers to keep any colony or colonies in such a manner or of such disposition as to cause any unhealthy condition, interfere with the normal use and enjoyment of human or animal life of others, or interfere with the normal use and enjoyment of any public property or property of others.

(b) Beekeeping is permitted provided the following requirements are met:
(1) Licensing requirement for commercial beekeepers. The Georgia Bee Law, O.C.G.A. § 2-14-40, requires that all beekeepers selling bees, queens, nuclei, etc. be licensed by the Georgia Commissioner of Agriculture. All other beekeepers (e.g. hobbyists, pollinators, honey producers) are not required to be licensed, but are subject to inspection by the Department of Agriculture.

(2) Fencing of flyways. Where a colony is located within 25 feet of a property line, as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a suitable flyway barrier in the vicinity of the apiary. Colonies should have the hive opening facing inward or toward the center of the property on which they are located.

(3) Water. Each beekeeper shall ensure that a convenient source of water is available to the bees at all times.

(4) Non-commercial colony densities. It shall be unlawful to keep more than the following number of non-commercial colonies on any parcel within the city:

(A) Less than one-half acre: two colonies;

(B) More than one-half acres but less than one acre tract size: four colonies;

(C) One acre or larger tract size: six colonies.

(5) Bees shall not be kept in parcels zoned as “Village Center Mixed-use,” except as a permitted use.

Sec. 4-40 - Targeted Grazing

The temporary keeping of goats and sheep on property otherwise not zoned for livestock, for the sole purpose of targeted grazing of vegetation, is permitted in the City of Stone Mountain under the following conditions:

(a) Target grazing may only be performed by an experienced goat and/or sheep herding vendor on any parcel, except those zoned as “Village Center Mixed-use.”

(b) Property owner or herding vendor shall secure a permit from the City Clerk prior to commencement of grazing. Before a permit shall be granted, the City Clerk shall ensure the property owner or herding vendor has at least $250,000.00 of general liability insurance to cover the targeting grazing activity. The permit request shall specify the location of grazing, the number of grazing animals, the number of guard animals, the duration of the grazing activity, 24-
hour contact information for the applicant, and a copy of the certificate of insurance. The fee for
a permit shall not exceed ten dollars ($10.00).

(c) Grazing animals are allowed to graze a parcel or portion thereof for no more than 28
continuous days. The City may halt grazing activity before 28 days if, in the opinion of a public
officer, the grazing is negatively affecting erosion, other environmental factors, or public safety.

(d) Grazing treatments for any parcel or portion thereof shall not occur within 45 days of a
previous treatment. No more than three (3) grazing treatments are allowed on a parcel or portion
thereof in a calendar year.

(e) Property owners or herding vendors shall install temporary pens or electric fencing to
encompass the area to be grazed in order to contain the animals. Warning signs should be placed
at least every fifteen (15) feet to warn of the animals and/or shock hazard. No tethering of
animals is permitted.

(f) Property owner or herding vendor shall ensure that objects or vegetation deemed harmful
to the animals is removed prior to grazing treatment.

(g) Property owner or herding vendor shall provide sufficient fresh water and any
supplemental nutrition the animals may require.

(h) The treatment area must be checked at least daily and kept cleaned or treated to ensure
the odor of animal waste does not create a nuisance to other nearby residents or businesses.

Sec. 4-41. – Fishing and the keeping of fish.

Fishing and the keeping of fish in ponds or lakes shall be regulated by the Georgia
Department of Natural Resources.

Sec. 4-42 – 4-49 – Reserved

Sec. 4-50. – Animal Nuisances

(a) The owner or person that is the custodian of animals or fowl shall be responsible
for correcting and abating any nuisance that may arise from the keeping of said
animals.

(b) It shall be unlawful for any person who possesses, harbors, or is in charge of any
animal not to immediately remove excrement deposited by any animal upon the common
thoroughfares, streets, sidewalks, trees, lawns, playground areas, parks, squares, and upon
other public premises and the failure to remove said excrement shall be deemed a public
nuisance and is prohibited.

Sec. 4-51. – Animal Noise Disturbance

No person shall allow any animal or fowl which howls, barks or emits audible sounds
that are unreasonably loud or disturbing and which are of such character, intensity and
duration as to disturb the peace and quiet of the neighborhood. For the purpose of this
article, for example, "barking dog" shall mean a dog that barks, bays, cries, howls
intermittently for sufficient time and noise level to be observed by law enforcement or
recorded by a citizen, day or night, regardless of whether the dog is physically situated on
or upon private property; provided, however, that dog shall not be deemed a "barking
dog" for purposes of this regulation, if, at the time the dog is barking or making any other
noise, a person is trespassing or threatening to trespass upon private property.

Sec. 4-52. - Liability of City and County.

Pursuant to state law, under no circumstances shall the City or any employee or official
of the City, or any person tasked with enforcement of animal ordinances in DeKalb
County, be held liable for any damages to any person who suffers an injury inflicted by a
animal as a result of a failure to enforce the provisions of this article.

PART II

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

PART III

This ordinance shall become effective on the _____ day of ____________, 2018

This ordinance was proposed by Council Member ___________________ with a motion to
adopt. Thereafter, the motion was seconded by Council Member _____________.
_____ Council Members voted in favor of the motion and _____ Council Members voted against
the motion.

__________________________   ____________________________
Mayor Patricia Wheeler       Alicia Daniels, Assistant City Clerk
ORDINANCE 2018-10

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF STONE MOUNTAIN, GEORGIA, CHAPTER 2, ARTICLE VI, SECTION 2-142, TO PROVIDE FOR AN APPROPRIATIONS ORDINANCE, A FISCAL YEAR AND A BUDGET FOR FISCAL YEAR 2019 AND FOR ALL OTHER LAWFUL PURPOSES

PART I

The Council of the City of Stone Mountain hereby ordains that the provisions of Chapter 2, Article VI, § 2-142 of The Code of the City of Stone Mountain, Georgia shall be deleted in its entirety and a new Section 2-142 shall be inserted in lieu thereof, which new section shall read as follows:

Sec. 2-142. Adoption of Current Budget

(a) The fiscal year shall be January 1, 2019 through December 31, 2019.

(b) The budget of revenues and appropriations for the year 2019, a copy of which is attached to this Appropriations Ordinance as Exhibit 1, is hereby adopted and the City Clerk is directed to publish and print such budget in accordance with those provisions set forth in Section 3.20 of the Charter of the City of Stone Mountain. The aforesaid copy of the budget of revenues and appropriations for the year 2017, labeled Exhibit 1, is incorporated by reference into this ordinance and expressly made a part hereof.

PART II

It is hereby declared to be the intention of the Mayor and City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and, if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

PART III

This ordinance was proposed by Council Member __________________________ with a motion to adopt. Thereafter, the motion was seconded by Council Member __________________________. Council Members voted in favor of the motion and ______ Council Members voted against the motion, this the ______ day of ______________________, 2018.

Mayor Patricia Wheeler

Alicia Daniels, Assistant City Clerk

Approved as to form:

City Attorney Joe Fowler

_________________________ First Read

_________________________ Second Read
ORDINANCE 2018-11

AN ORDINANCE BY THE GOVERNING AUTHORITY FOR THE CITY OF STONE MOUNTAIN, GEORGIA TO AMEND CHAPTER 3 ALCOHOLIC BEVERAGES, ARTICLE 1 – IN GENERAL, SECTION 3.9 TIMES FOR SALES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE, TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

PART I

The Council of the City of Stone Mountain hereby ordains that CHAPTER 3 ALCOHOLIC BEVERAGES of The Code of the City of Stone Mountain, Georgia be amended as follows:

1. To delete CHAPTER 3 – ALCOHOLIC BEVERAGES, ARTICLE I. – IN GENERAL, Section 3-9. Times for sales in its entirety;

2. To add new CHAPTER 3 – ALCOHOLIC BEVERAGES, ARTICLE I. – IN GENERAL, Section 3-9. Times for sales, as follows:

Sec. 3-9. - Times for sales.

(a) Retailers shall not engage in the sale of beer and wine in original packages for off-premises consumption except between the hours of 7:00 a.m. and 12:00 midnight, Monday through Saturday, and on Sundays between the hours of 12:30 p.m. and 11:30 p.m.

(b) Except as otherwise provided in this section, beer, wine and distilled spirits shall not be sold for consumption on the premises, except between the hours of 9:00 a.m. and 2:00 a.m., Monday through Friday, and on Saturdays from 9:00 a.m. until 12:00 midnight.

(c) Retailers who have Sunday sales permit may sell beer, wine, and distilled spirits for consumption on the premises from 12:30 11:00 a.m. until 12:00 midnight.

(d) The sale of alcoholic beverages on election days is permitted within the city in accordance with O.C.G.A. § 3-3-20.

PART II

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.
PART III

This ordinance shall become effective on the ____ day of ______________, 2018

This ordinance was proposed by Council Member ______________________ with a motion to adopt. Thereafter, the motion was seconded by Council Member _______________________. ____ Council Members voted in favor of the motion and ____ Council Members voted against the motion.

Mayor Patricia Wheeler

Alicia Daniels, Assistant City Clerk

Approved as to form:

City Attorney Joe Fowler

First read: ____________________  Second read: ____________________
RESOLUTION 2018-25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF STONE MOUNTAIN, GEORGIA, TO APPOINT AN ELECTION SUPERINTENDENT FOR THE YEAR 2018

The Mayor and City Council of the City of Stone Mountain hereby resolve that the Election Superintendent for the year 2019 is Alicia Daniels, whereas Ms. Daniels performs the duties of the City Clerk position. She shall exercise the powers and duties set forth in O.C.G.A. Section 21-2-70 and other applicable provisions of the Georgia Election Code.

I, Alicia Daniels do swear that I will as superintendent duly attest the ensuing election during the continuance thereof, that I will to the best of my ability prevent any fraud, deceit, or abuse in carrying on the same, that I will make a true and perfect return of the said election, and that I will at all times truly, impartially, and faithfully perform my duties in accordance with Georgia laws to the best of my judgment and ability.

Be it therefore resolved this _____ day of ____________________, 2018.

__________________________
Patricia Wheeler, Mayor

__________________________
Alicia Daniels, Assistant City Clerk
RESOLUTION 2018-26

WHEREAS, Sec. 20-73(a) of The Code of the City of Stone Mountain authorizes the establishment of holiday schedules by resolution of the Mayor and City Council;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Stone Mountain, Georgia, this ___ day of ____________, 2018, that the following holiday schedule be established:

Tuesday, January 1, 2019  New Year’s Day  Paid
Monday, January 21, 2019  Martin Luther King, Jr. Birthday  Paid
Monday, May 27, 2019  Memorial Day  Paid
Thursday, July 4, 2019  Independence Day  Paid
Monday, September 2, 2019  Labor Day  Paid
Monday, November 11, 2019  Veteran’s Day  Paid
Thursday, November 28, 2019  Thanksgiving Day  Paid
Friday, November 29, 2019  Day after Thanksgiving  Paid
Tuesday, December 24, 2019  Christmas Eve  Paid
Wednesday, December 25, 2019  Christmas Day  Paid

In addition to the designated schedule of holidays, each full time employee in the personnel system will be granted one (1) paid personal holiday each calendar year. The personal holiday may be taken at any time with the approval of the appropriate department head; provided, however, that the personal holiday must be taken within the calendar year in which it is granted, and shall not be carried forward to the next or any other succeeding calendar year.

Patricia Wheeler, Mayor  Alicia Daniels, Assistant City Clerk
RESOLUTION 2018-27


NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Stone Mountain, Georgia, this 4th day of December, 2018, that Joe Fowler is hereby appointed as the Prosecuting Attorney for the Municipal Court for the City of Stone Mountain, Georgia and within thirty (30) days of the effective date of this Resolution the City Clerk shall notify the Prosecuting Attorneys’ Council of the State of Georgia of this appointment as required under Georgia law; and

BE IT FURTHER RESOLVED that Otanya Clark is hereby appointed as the Assistant Prosecuting Attorney for the Municipal Court for the City of Stone Mountain, Georgia and within thirty (30) days of the effective date of this Resolution the City Clerk shall notify the Prosecuting Attorneys’ Council of the State of Georgia of this appointment as required under Georgia law.

Mayor Patricia Wheeler

ATTEST:

Assistant City Clerk Alicia Daniels