

**STONECREST / LITHONIA INDUSTRIAL PARK
COMMUNITY IMPROVEMENT DISTRICT
COOPERATION AGREEMENT
with the
CITY OF STONECREST, GEORGIA**

THIS AGREEMENT is made and entered into this _____ day of _____ 2026, by and between the **CITY OF STONECREST, GEORGIA**, a political subdivision of the State of Georgia (“City”), and the **STONECREST/LITHONIA INDUSTRIAL PARK COMMUNITY IMPROVEMENT DISTRICT (“CID”)**.

WHEREAS, by Section 1.06 of the Charter of the City of Stonecrest, 2016 Ga. Laws p. 3538 (2015-2016 Reg. Session, S.B. 208, eff. April 21, 2016) , as amended by 2021 Ga. Laws (2021-2022 Reg. Session, S.B. 21, eff. April 1, 2021) (“Charter”) the General Assembly provided for the creation of the CID in City; and

WHEREAS, the CID is intended to create a means to provide, supplement, and enhance various planning and improvements within the boundary of the CID; and

WHEREAS, a majority of the owners of real property within the CID which will be subject to taxes, fees and assessments levied by the CID consented in writing to the creation of the CID; and

WHEREAS, the owners of the real property within the CID which constitutes at least seventy-five percent (75%) by value of all real property within said CID which will be subject to taxes, fees, and assessments levied by the CID according to the most recently approved County ad valorem tax digest, consented in writing to the creation of the CID; and

WHEREAS, the DeKalb Tax Commissioner certified said consents in accordance with the Charter; and

WHEREAS, the governing authority of the City created the CID by Resolution No. 2026-05-01 approved May 18, 2026; and

WHEREAS, Section 1.06 (h) of the Charter requires that the “services and facilities provided pursuant to this section shall be provided for in a cooperation agreement executed jointly by the CID board and by the City of Stonecrest”; and

WHEREAS, the City and the CID desire to enter into a cooperation agreement to effectuate the organization and operation of the CID in accordance with the Charter; and

NOW, THEREFORE, in consideration of the mutual covenants and benefits flowing to the parties, the City and the CID agree as follows:

1.

~~This Agreement shall in no way limit the authority of the City to provide services or facilities within the CID. The City shall retain full and complete authority over the provision of governmental services and over any of its facilities located within the CID.~~

It is the understanding and expectation of the parties to this Agreement that the relationship between the CID and the City is and be one of cooperative partnership, with both parties working together with the common goal of improving and benefitting the CID, although nothing herein shall limit the authority of the City to provide services or facilities within the CID, and the City shall retain authority and control over any City-owned facilities located within the CID, including but not limited to the modification of, access to, and degree and type of services provided through or by facilities of the City, and over the regulation of zoning, land use and development within the CID.

2.

~~Both parties acknowledge that the CID is authorized to exercise such powers as granted under the Charter as may be reasonably necessary to provide, supplement, and enhance various aspects of the CID.~~

It is the understanding between the City and the CID that the CID's provision of some or all of the services and facilities above is meant to be in addition to and supplemental of a baseline of these services and facilities currently provided by the City within the District. The parties to this Cooperation Agreement hereby acknowledge and agree that the CID's exercise of its powers to provide some or all of the foregoing services and facilities, and to utilize CID funds (whether obtained through taxes, fees and assessments levied within the District on non-exempt real property or otherwise) therefor, shall neither impose any obligation on the CID to provide baseline City services and facilities, nor operate to shift any obligations or responsibilities of the City as to governmental functions related to the CID and/or the delivery and furnishing of

governmental services and facilities within the District, onto the CID. The City shall remain responsible for the provision of municipal services and facilities within the CID, with the CID, by and through the CID Board, working in cooperation with the City to provide additional or supplemental services for the benefit of the CID. To the extent of any overlap between the parties with respect to the provision of some or all of the services and facilities set forth in this Section 3, the parties shall cooperatively coordinate with one another and work in good faith to share information about their respective actions for the maximum benefit and improvement of the CID, and each shall endeavor to maximize efficiency. This Agreement does not affect the authority of the City to increase or decrease the level of any particular service provided in the course of its operations and within the scope of those powers granted or conferred to it under any 2, applicable law.

3.

The CID shall not have any power or authority to contract in the name of, encumber, or create debt for or on behalf of the City. Each party acknowledges that the CID Board is authorized to exercise its powers for the provision of the following services and facilities:

- 1) Street and road construction and maintenance, including curbs, sidewalks, street lights, and devices to control the flow of traffic on streets and roads;
- 2) Parks and recreation areas and facilities;
- 3) Stormwater and sewage collection and disposal systems;

- 4) Development, storage, treatment, purification and distribution of water;
- 5) Public Transportation;
- 6) Terminal and dock facilities and parking facilities; and
- 7) Such other services and facilities as may be provided for by general law.

4.

a) At a meeting of the City's TIPS Committee no later than September 30, 2026, and at meetings of the TIPS Committee in January of each calendar year thereafter, the City shall advise the CID, and the CID shall advise the City, of their respective proposals to improve infrastructure and services within the CID.

b) Each of the parties hereto shall endeavor to coordinate actions for the maximum improvement of the CID and each shall endeavor not to duplicate services and actions so as to obtain efficiency of effort. To further facilitate coordination and cooperation between the City and the CID, the City Manager and the City's planning and zoning, economic development, engineering and code enforcement staff shall meet monthly with the CID to discuss issues regarding the CID. The CID shall provide by email a list of proposed agenda topics to the City Manager no later than five (5) business days prior to the meeting.

5.

(a) The CID shall be responsible for providing written notice by email of its regular meetings thereof to the City Manager. ~~whose address is City of Stonecrest, 3120 Stonecrest Boulevard, Stonecrest, GA 30038,~~ Such notice of its regular meetings shall be sent at least seven (7) calendar days prior to the meetings. **If to the City the CID must email cyturner@stonecrestga.gov, unless the City notifies the CID of a replacement for the City Manager..**

(b) The CID shall be responsible for providing public written notice of its regular meetings and caucuses of electors by publishing notices thereof at least seven (7) calendar days prior to the meetings in a conspicuous place available to the public at the regular place of the CID meeting as well as on the CID's website at such time as the CID has a website, and by making copies of the meeting agenda and agenda packet available to the public upon request after the board meeting has concluded.

6.

The CID shall levy and tax the millage as provided by law each calendar year and shall notify the DeKalb County Tax Commissioner (the "Tax Commissioner") of the amount of the levy, in writing, so that the levy may be included on the regular County ad valorem tax bills.

7.

The City shall not be required to send out any special bills. Any tax, fee or assessment levied by the CID shall be collected by the Tax Commissioner in the same manner as other property taxes levied and collected by the City.

8.

The Tax Commissioner shall retain a fee equal to one percent (1%) of the proceeds of taxes, fees and assessments levied by the CID, or \$25,000 per calendar year, whichever is less in accordance with the Act to cover the costs of collection. The remaining proceeds shall be transmitted by the Tax Commissioner on behalf of the City to the CID within the thirty (30) days after collection so as to be expended by the CID for the purposes stated herein.

9.

This Agreement shall expire (50) years from the date last signed below or upon the dissolution of the CID. This Agreement shall not be modified except by formal written action of all parties.

10.

Either party may terminate the Agreement with thirty (30) days notice to the other party.

WHEREFORE, the parties have made and executed this Cooperation Agreement the day and year first above written.

STONECREST/LITHONIA

CITY OF STONECREST, GEORGIA

INDUSTRIAL PARK

COMMUNITY IMPROVEMENT DISTRICT

By: _____

Chairman, CID

By:

Jazzmin Cobble, Mayor

Attest: _____

Secretary, CID

(OFFICIAL SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney for CID

City Attorney