

COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2021, by and between the **CITY OF STONECREST, GEORGIA**, a political subdivision of the State of Georgia (“City”), and the **EAST METRO DEKALB COMMUNITY IMPROVEMENT DISTRICT (“CID”)**.

WHEREAS, the DeKalb County Community Improvement Act of 2008, Ga. L. 2008, P. 3817, as amended by Ga. L. 2016, P. 3956 (“Act”), provided for the creation of the CID; 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 would 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%) of all real property within said CID, and which would 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 DeKalb County Board of Commissioners (“BOC”) created the CID by Resolution approved May 13, 2014, and expanded the CID by Resolution approved April 28, 2015; and

WHEREAS, Section 1322 of the Act requires that “services and facilities provided pursuant hereto will be provided for in a cooperation agreement executed jointly by the board and by the governing authority of DeKalb County if any of the district is in the unincorporated area of the county, *and by any municipalities within which the district is partially located*” (emphasis supplied); and

WHEREAS, subsequent to the CID’s creation, the City of Stonecrest has been incorporated, a portion of which includes real property within the CID boundaries; 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 Act;

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.

2.

Both parties acknowledge that the CID is authorized to exercise the following powers:

- Levy taxes, fees, and assessments within the district only on real property used non-residentially, specifically excluding all property exempt from ad valorem taxation under the Constitution or laws of the State of Georgia; all property used for residential, agricultural, or forestry purposes; and all tangible personal property and intangible property;
- Equitably apportion taxes so levied among the properties subject to such taxes, fees, and assessments according to the need for governmental services and facilities created by the degree of density of development of each such property;
- Use levied taxes only for the purpose of providing governmental services and facilities which are specially required by the degree of density of development within the district and not for the purpose of providing those governmental services and facilities provided to the county or municipality as a whole;
- Collect taxes so levied by DeKalb County in the same manner as taxes, fees, and assessments are levied by DeKalb County.

CID is authorized to exercise all other powers not mentioned above granted under the Act as may be reasonably necessary to provide, supplement, and enhance various aspects of the CID.

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.

4.

At the beginning of each calendar year, the City shall advise the CID of the City's plan for improvements and services within the CID, and the CID shall advise the City of the CID's plan to enhance and supplement the services provided within the City. Any plans proposed by the CID shall be compatible with adopted City policies and planning for the CID's area. Each of the parties hereto shall endeavor to act in such manner so as 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.

5.

(a) The CID shall be responsible for providing written notice of its regular meetings and minutes thereof to an individual designated by the City. Such individual shall be the City Manager, whose address is City of Stonecrest, 3120 Stonecrest Boulevard, Stonecrest, GA 30038, unless the City notifies the CID of a replacement. Such notice of its regular meetings shall be sent at least seven (7) calendar days prior to the meetings.

(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, and by making copies of the meeting agenda upon request 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 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 DeKalb County Tax Commissioner ("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 fifty (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.

EAST METRO DEKALB
COMMUNITY IMPROVEMENT DISTRICT

CITY OF STONECREST, GEORGIA

By: _____
Chairman, CID

By: _____
George Turner, Mayor Pro Tem

Attest: _____
Secretary, CID

(OFFICIAL SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Attorney for CID

City Attorney