



CITY OF STONECREST, GEORGIA

CITY COUNCIL SPECIAL CALLED MEETING – AGENDA

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, March 14, 2022 at 5:30 PM

Council Member Tara Graves – District 1 Council Member Rob Turner – District 2

Mayor Pro Tem George Turner – District 4 Council Member Tammy Grimes – District 5

Citizen Access: [Stonecrest YouTube Live Channel](#)

I. CALL TO ORDER: George Turner, Mayor Pro-Tem

II. ROLL CALL: Sonya Isom, City Clerk

III. AGENDA ITEMS

a. For Decision - Panola Road Study IGA with DeKalb County - *Hari Karikaran*

b. For Decision - Setting Number of Municipal Court Judges - *Mayor Pro Tem George Turner - 2nd Read*

IV. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)

V. ADJOURNMENT

Americans with Disabilities Act

The City of Stonecrest does not discriminate on the basis of disability in its programs, services, activities and employment practices.

If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator, Sonya Isom, as soon as possible, preferably 2 days before the activity or event.



CITY COUNCIL AGENDA ITEM

SUBJECT: Panola Road Study

AGENDA SECTION: *(check all that apply)*

- ☐ PRESENTATION ☐ PUBLIC HEARING ☐ CONSENT AGENDA ☐ OLD BUSINESS
☒ NEW BUSINESS ☐ OTHER, PLEASE STATE: [Click or tap here to enter text.](#)
-

CATEGORY: *(check all that apply)*

- ☐ ORDINANCE ☐ RESOLUTION ☐ CONTRACT ☐ POLICY ☐ STATUS REPORT
☒ OTHER, PLEASE STATE: **Intergovernmental Agreement**
-

ACTION REQUESTED: ☒ DECISION ☐ DISCUSSION, ☐ REVIEW, or ☐ UPDATE ONLY

Previously Heard Date(s): 11/8/21 02/28/22

Current Work Session: Monday, March 14, 2022

Current Council Meeting: [Click or tap to enter a date.](#)

SUBMITTED BY: Hari Karikaran, City Engineer

PRESENTER: Hari Karikaran

PURPOSE: Discuss a joint study between the City and County to improve Panola Road from Browns Mill Road to Fairington Road.

FACTS: The Panola Road Improvement Project started as a County project in 2016. It was listed in the Atlanta Regional Commission's Transportation Improvement Program (TIP) with DeKalb as a sponsor. The project was initially a two- to four-lane widening but was reduced in scope to a three-lane (one lane in each direction and a center turn lane). The project also included bike lanes, sidewalks, and intersection upgrades. Preliminary plans were developed and approved, but the project was dropped before the right-of-way phase could be started. Once the project became inactive, the outside funding shown in the TIP was pulled and is now shown as locally funded. Due to the length of inactivity on the project, the concept studies (traffic analysis, environmental, etc.) will need to be redone and reapproved as well as right-of-way plans to be updated. The County has presented a draft IGA and study scope for the City's review.



CITY COUNCIL AGENDA ITEM

OPTIONS: Discussion only Click or tap here to enter text.

RECOMMENDED ACTION: Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - Draft IGA and Study Scope of Work
- (2) Attachment 2 – Fee Proposal

**INTERGOVERNMENTAL AGREEMENT
BETWEEN DEKALB COUNTY, GEORGIA
AND THE CITY OF STONECREST, GEORGIA
FOR A SCOPING STUDY FOR FUTURE TRANSPORTATION
IMPROVEMENTS ON PANOLA ROAD**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is entered into by and between DeKalb County, Georgia ("County") and the City of Stonecrest, Georgia ("City"). The County and the City may be referred to herein as a “Party” or collectively as the “Parties.” The County and the City are executing this Agreement with respect to the following matters:

Recitals

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia;

WHEREAS, the City of Stonecrest is a municipality created by the 2016 Georgia General Assembly pursuant to Senate Bill 208; and

WHEREAS, the County previously sponsored a project with the Georgia Department of Transportation (“GDOT”) for certain transportation improvements along Panola Road in what is now the City of Stonecrest; and

WHEREAS, the County and City desire to work cooperatively to effectuate a scoping study by the County to evaluate and prioritize future possible transportation improvements along Panola Road from I-20 to Browns Mill Road (“the scoping study”); and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the County and the City desire to collaborate in maintaining a mutually beneficial and efficient system of roadways that are conducive for safe travel between the County and City for the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises, terms, mutual obligations and conditions set forth below, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

Section 1. Scope of Work

The scoping study will consist of the services described in the scope of work attached hereto as Exhibit A, and incorporated herein, and shall be performed by Arcadis US, Inc., the County’s on-call engineering firm. Any changes to the scope of work shall require the approval of both the County and the City.

Section 2. Responsibilities and Payment

- 2.1 The County shall be responsible for managing the scoping study and shall pay all required costs up to an amount not to exceed \$400,000.00, which will be partially reimbursed by the City pursuant to Section 2.2. The Deputy Public Works Director, as the Designated County Representative, will work closely with the City to ensure the City has input regarding which two (2) alternatives to study, and the preferred alternative during the course of the scoping study.
- 2.2 The City shall be responsible for reimbursing the County for fifty percent (50%) of the cost of the scoping study, in an amount not to exceed \$200,000.00 ("City Reimbursement Cap"). The County will pay Arcadis US, Inc. on a monthly basis based on progress and provide a reimbursement request to the City each month ("County's Monthly Reimbursement Request") for 50% of the total paid in the previous month. The County's Monthly Reimbursement Request will include invoice(s) for the work the County paid for, proof of payment by the County, and the amount to be reimbursed by the City. The City shall make reimbursement payments to the County no later than 30 days after submittal of the County's Monthly Reimbursement Request. The County's Monthly Reimbursement Request shall be sent to:

Finance Director
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, GA 30328

Notwithstanding the foregoing or any other term or provision in this Agreement, the Parties acknowledge and agree that the total amount of costs, expenses or payments for which the City shall be obligated to reimburse the County for the scoping study shall not exceed the City Reimbursement Cap.

Section 3. Time and Termination

- 3.1 This Agreement shall commence upon full execution of this Agreement and shall continue for two years, with an automatic renewal for an additional year at the end of the two-year term, if the scoping study has not been completed and finalized.
- 3.2 This Agreement may be extended beyond the term delineated herein by mutual written consent of both Parties so long as such extension is approved by official action of the City Council and approved by official action of the County Governing Authority.
- 3.3 This Agreement will automatically terminate upon completion of the scoping study and payment by the City of all amounts due for reimbursement to the County.
- 3.4 In addition to the termination of this Agreement pursuant to the terms of Section 3.3 of this Agreement, either Party may elect to terminate the Agreement prior to a renewal period by delivering a written notice of termination, at the address listed in the Notices section of this Agreement, specifying the effective date of termination. Such notice shall be delivered to

the terminated party at least fourteen (14) calendar days prior to the effective date of termination.

Section 4. Notices

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The Parties agree to give each other non-binding duplicate facsimile notice. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen (14) days before such notice is sent. Future changes in address shall be effective upon written notice being given by the City to the County's Chief Operating Officer or by the County to the City Manager via certified first-class U.S. mail, return receipt requested. Notices shall be addressed to the Parties at the following addresses:

If to the County: Chief Operating Officer
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030
Fax: 404-687-3585

With a copy to: County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
Fax: 404-371-3024

If to the City: City Manager
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
Fax: 770-299-4214

With a copy to: City Attorney
Fincher Denmark, LLC
100 Hartsfield Centre Pkwy
Ste. 400
Atlanta, Georgia 30354
Fax: (770) 471-9948

Section 5. Non-Assignability

Neither Party shall assign any of the obligations or benefits of this Agreement.

Section 6. Entire Agreement

This Agreement constitutes the sole Agreement between the City and the County. The terms, conditions, and requirements of this Agreement may not be modified, except by Amendment. No verbal agreement or conversation with any officer, agent, or employee of either the County or the City, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be

binding on the Parties unless expressly incorporated herein. No Amendment shall be enforceable unless approved by official action of the City and County as provided by law or in this agreement.

Section 7. Severability, Venue, and Enforceability

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as such of the original words, terms, purpose and intent as shall be permitted by law.

Section 8. Binding Effect

This Agreement shall inure to the benefit of and be binding upon the respective parties' successors.

Section 9. Mediation

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be first negotiated in good faith by the parties via mediation. Mediation shall be held at the DeKalb County Dispute Resolution Center, with a mediator selected by the parties. Mediation must be held prior to either party initiating formal legal action.

Section 10. Third Party Beneficiaries

This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action hereunder for any cause whatsoever.

Section 11. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

WITNESS WHEREOF, DeKalb County, Georgia and the City of Stonecrest have executed this Agreement in three (3) counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.

DEKALB COUNTY, GEORGIA

ATTEST:

MICHAEL L. THURMOND

Chief Executive Officer
DeKalb County, Georgia

Date: _____

BARBARA H. SANDERS-NORWOOD

Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

DAVID W. PELTON P.E.

Deputy Public Works Director
Transportation Division

Assistant County Attorney
DeKalb County, Georgia

CITY OF STONECREST, GEORGIA

ATTEST:

_____(SEAL)

GEORGE TURNER

Mayor Pro Tem

Date: _____

SONYA ISOM

City Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

JANICE ALLEN JACKSON

City Manager

City Attorney

ARCADIS*Panola Road Scoping Study***Engineering
Cost Proposal**

Summary

Task	Estimated Cost
Phase I - Traffic Analysis and Report	\$101,266.00
Phase II - Public Involvement	\$18,938.00
Phase III - Concept Design	\$168,789.00
Totals	\$288,993.00

ARCADIS

Panola Road Scoping Study

Engineering Cost Proposal

Hour Estimate

Phase I - Traffic Analysis and Report

#	Item/Task Description	No. of Dwgs.	Sr. P.M.	Proj. Mgr.	Proj Eng.	Design Eng.	Tech	Cler.	Total
0	Coordination with roadway				12				12
1	Collect crash data and analyze crash rates				8	28			36
2	Coordinate field traffic counts				8				8
3	Develop existing year traffic volumes				16	32			48
4	Conduct growth rate analysis				8	16			24
5	Project Open/Design Year No-Build & Build traffic volumes				12	16			28
6	Prepare traffic volume diagrams				8	16			24
7	Develop existing year traffic models				8	16			24
8	Develop Open/Design Year No-Build traffic models				6	12			18
9	Conduct ICE Analysis for up to 12 intersections				24	60			84
10	Develop Open/Design Year Build traffic models				8	24			32
11	Summarize Existing/Open/Design Year traffic analysis				8	16			24
12	Project Benefit Analysis				8	8			16
13	Prepare Traffic Engineering Study Report				20	40			60
14	QAQC			40					40
Total				40	154	284			478

ARCADIS

Panola Road Scoping Study

**Engineering
Cost Proposal**

Cost Estimate

Phase I - Traffic Analysis and Report

DIRECT LABOR				
Personnel	Est. Hours	Rate/Hour	Cost (\$)	Totals
Civil Design				
Senior Project Manager		\$ 245.00	\$ -	
Project Manager	40	\$ 195.00	\$ 7,800.00	
Project Engineer	154	\$ 165.00	\$ 25,410.00	
Design Engineer	284	\$ 134.00	\$ 38,056.00	
Drafter/Technician		\$ 108.00	\$ -	
Clerical		\$ 82.00	\$ -	
Total Direct Labor	478		\$ 71,266.00	\$ 71,266.00
Overhead (Indirect Cost on Labor Above)				
Labor x Overhead Rate = Overhead (\$)				\$ -
Total Direct Labor plus Overhead				\$ 71,266.00
Direct Costs (Specify)				
Reproduction		<i>Sheets/set</i>	<i>Cost/sheet</i>	
CADD Mylars			\$9.00	\$ -
Roll Plots (Color)			\$4.50	\$ -
Blacklines			\$0.60	\$ -
Blacklines - Half size			\$0.30	\$ -
Photocopies		<i>copies x</i>	\$0.15	\$ -
Color Copies		<i>copies x</i>	\$1.50	\$ -
Supplies, Postage, Communication				
Travel		<i>miles x</i>	\$0.580	\$ -
Subcontractors (List)				
Traffic Count Vendor				\$ 30,000.00
Other Direct Expenses (List)				
Total Direct Costs				\$ 30,000.00
Total Estimated Costs				\$ 101,266.00
Profit (Labor only)				\$ -
Maximum Amount of Contract Proposal				\$ 101,266.00

ARCADIS

Panola Road Scoping Study

Engineering Cost Proposal

Hour Estimate

Phase II - Public Involvement

#	Item/Task Description	No. of Dwgs.	Sr. P.M.	Proj. Mgr.	Proj Eng.	Design Eng.	Tech	Cler.	Total
1.1	Organize Stake Holder Meetings		2	3	2				7
1.2	Prepare for and Attend Stake Holder Meetings (3-Meetings)		12	24	36	12			84
1.3	Prepare Stakeholder Summary Memo (3 - meetings)		2	2	9				13
Total			16	29	47	12			104

ARCADIS

Panola Road Scoping Study

**Engineering
Cost Proposal**

Cost Estimate

Phase II - Public Involvement

DIRECT LABOR				
Personnel	Est. Hours	Rate/Hour	Cost (\$)	Totals
Civil Design				
Senior Project Manager	16	\$ 245.00	\$ 3,920.00	
Project Manager	29	\$ 195.00	\$ 5,655.00	
Project Engineer	47	\$ 165.00	\$ 7,755.00	
Design Engineer	12	\$ 134.00	\$ 1,608.00	
Drafter/Technician		\$ 108.00	\$ -	
Clerical		\$ 82.00	\$ -	
Total Direct Labor	104		\$ 18,938.00	\$ 18,938.00
Overhead (Indirect Cost on Labor Above)				
Labor x Overhead Rate = Overhead (\$)				\$ -
Total Direct Labor plus Overhead				\$ 18,938.00
Direct Costs (Specify)				
Reproduction		<i>Sheets/set</i>	<i>Cost/sheet</i>	
CADD Mylars			\$9.00	\$ -
Roll Plots (Color)			\$4.50	\$ -
Blacklines			\$0.60	\$ -
Blacklines - Half size			\$0.30	\$ -
Photocopies		<i>copies x</i>	\$0.15	\$ -
Color Copies		<i>copies x</i>	\$1.50	\$ -
Supplies, Postage, Communication				
Travel		<i>miles x</i>	\$0.580	\$ -
Subcontractors (List)				
Other Direct Expenses (List)				
Total Direct Costs				\$ -
Total Estimated Costs				\$ 18,938.00
Profit (Labor only)				\$ -
Maximum Amount of Contract Proposal				\$ 18,938.00

ARCADIS

Panola Road Scoping Study

Engineering Cost Proposal

Hour Estimate

Phase III - Concept Design

#	Item/Task Description	No. of Dwgs.	Sr. P.M.	Proj. Mgr.	Proj. Eng.	Design Eng.	Tech	Cler.	Total
	Concept Design								
1.1	Develop plan view roadway improvement concept - 2 alternatives for 2.5 mile roadway with 2 roundabouts (Assume Single lane roundabouts, West Fairington & Panola Mill Dr. require a dual lane roundabout)		10	8	40	140	184		382
1.2	Determine Preferred alternative		1	2	4	4			11
2.1	Coordinate & Review Project Phasing and Prioritization plan with traffic group		2	6	6				14
2.2	Prepare initial cost estimate for cost/benefit analysis (2 alternatives)				6		32		38
3.1	Prepare Concept Display for Preferred Alternative with 2 - Roundabouts (2.5 mi Roadway)		4		40	120	160		324
3.2	Prepare Typical Sections for Preferred Alternative with 2 - Roundabouts (2.5 mi Roadway)				4	8	24		36
3.3	Prepare Concept Report			6	40	24	16		86
4.1	Prepare project cost estimates for preferred alternative			2	4	8	16		30
4.2	Subdivide project cost estimates for preferred alternative by 5 segments (Include PE, Construction, ROW, Utility, Mitigation)				2	16	40		58
5.1	Prepare Project Justification Statement			4					4
5.2	MS4 Concept Report Summary			4	26	48			78
6.0	Environmental Survey Screening					20		8	28
6.1	Field Visit				8		8		16
6.2	Meetings			8	8				16
6.4	QA / QC		12	4	8				24
6.5	Respond to County & City Comments					8	8		16
6.6	Project Management & Coordination		20	40				20	80
Total			49	84	196	396	488	28	1241

ARCADIS

Panola Road Scoping Study

Engineering Cost Proposal

Cost Estimate

Phase III - Concept Design

DIRECT LABOR				
Personnel	Est. Hours	Rate/Hour	Cost (\$)	Totals
Civil Design				
Senior Project Manager	49	\$ 245.00	\$ 12,005.00	
Project Manager	84	\$ 195.00	\$ 16,380.00	
Project Engineer	196	\$ 165.00	\$ 32,340.00	
Design Engineer	396	\$ 134.00	\$ 53,064.00	
Drafter/Technician	488	\$ 108.00	\$ 52,704.00	
Clerical	28	\$ 82.00	\$ 2,296.00	
Total Direct Labor	1241		\$ 168,789.00	\$ 168,789.00
Overhead (Indirect Cost on Labor Above)				
Labor x Overhead Rate = Overhead (\$)				\$ -
Total Direct Labor plus Overhead				\$ 168,789.00
Direct Costs (Specify)				
Reproduction		<i>Sheets/set</i>	<i>Cost/sheet</i>	
CADD Mylars			\$9.00	\$ -
Roll Plots (Color)			\$4.50	\$ -
Blacklines			\$0.60	\$ -
Blacklines - Half size			\$0.30	\$ -
Photocopies		<i>copies x</i>	\$0.15	\$ -
Color Copies		<i>copies x</i>	\$1.50	\$ -
Supplies, Postage, Communication				
Travel		<i>miles x</i>	\$0.580	\$ -
Subcontractors (List)				
Other Direct Expenses (List)				
Total Direct Costs				\$ -
Total Estimated Costs				\$ 168,789.00
Profit (Labor only)				\$ -
Maximum Amount of Contract Proposal				\$ 168,789.00



CITY COUNCIL AGENDA ITEM

SUBJECT: Setting Number of Judges in Stonecrest Municipal Court

AGENDA SECTION: *(check all that apply)*

☐ PRESENTATION ☐ PUBLIC HEARING ☐ CONSENT AGENDA ☒ OLD BUSINESS
☐ NEW BUSINESS ☐ OTHER, PLEASE STATE: Click or tap here to enter text.

CATEGORY: *(check all that apply)*

☒ ORDINANCE ☐ RESOLUTION ☐ CONTRACT ☒ POLICY ☐ STATUS REPORT
☐ OTHER, PLEASE STATE: Click or tap here to enter text.

ACTION REQUESTED: ☒ DECISION ☐ DISCUSSION, ☐ REVIEW, or ☐ UPDATE ONLY

Previously Heard Date(s): 02/28/22 & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, March 14, 2022

SUBMITTED BY: Janice Allen Jackson, City Manager

PRESENTER: George Turner, Mayor Pro Tempore

PURPOSE: Second reading of the ordinance determining the total number of judges desired for the court. Currently, there are five judges. For most of the City's existence, there have been two judges.

FACTS: City Charter, Section 4.02 Judges, reads in part that "The compensation and number of judges shall be fixed by the city council."

OPTIONS: Choose an item. Click or tap here to enter text.

RECOMMENDED ACTION: Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - Ordinance Fixing Number of Municipal Court Judges
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO FIX THE NUMBER OF THE MUNICIPAL COURT JUDGES; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES ALLOWED BY LAW.

WHEREAS, the City of Stonecrest, Georgia (the “City”) is a municipal corporation created under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City is the Mayor and City Council (“City Council”) thereof; and

WHEREAS, the City Charter Section 4.01 authorizes the establishment of a court to be known as the Municipal Court of the City of Stonecrest (“Municipal Court”); and

WHEREAS, the Municipal Court shall have jurisdiction and authority to try offenses against the laws and ordinances of such city and to punish for a violation of the same; and

WHEREAS, Pursuant to the City Charter Section 4.02(a) the Mayor, subject to approval by the city council, shall appoint a chief judge and judges to the Municipal Court; and

WHEREAS, Pursuant to the City of Stonecrest City Charter Section 4.02(a) the City Council shall fix the number of the judges for the Municipal Court; and

WHEREAS, the City Council finds that it is within the best interests of the City and the public to fix the number of judges.

**THE CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA, HEREBY
ORDAINS, AS FOLLOWS:**

Section 1. As provided by law the City Council of the City of Stonecrest, Georgia shall fix the
number of Municipal Court Judges.

Section 2. That the number of Municipal Court Judges shall be set at _____.

Section 3. That the _____ Judges of the Municipal Court shall include the Municipal Court's
Chief Judge and other Judges.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that, to the
greatest extent allowed by law, each and every section, paragraph, sentence, clause
or phrase of this Ordinance is severable from every other section, paragraph,
sentence, clause or phrase of this Ordinance.

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

(c) In the event that any phrase, clause, sentence, paragraph or section of this
Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional
or otherwise unenforceable by the valid judgment or decree of any court of
competent jurisdiction, it is the express intent of the Mayor and Council that such
invalidity, unconstitutionality or unenforceability shall, to the greatest extent
allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
of the remaining phrases, clauses, sentences, paragraphs or sections of this
Ordinance and that, to the greatest extent allowed by law, all remaining phrases,

48 clauses, sentences, paragraphs and sections of this Ordinance shall remain valid,
49 constitutional, enforceable, and of full force and effect.

50 **Section 5.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
51 repealed.

52 **Section 6.** The effective date of this Ordinance shall be the date of its adoption by the Mayor
53 and Council unless otherwise stated herein.

54 **Section 7.** The Ordinance shall be codified in a manner consistent with the laws of the State
55 of Georgia and the City of Stonecrest.

56 **Section 8.** It is the intention of the governing body, and it is hereby ordained that the
57 provisions of this Ordinance shall become and be made part of the Code of
58 Ordinances, City of Stonecrest, Georgia.

59
60 **SO ORDAINED, this ____ day of _____ 2022.**

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CITY OF STONECREST, GEORGIA

George Turner, Mayor Pro Tem

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney