

BOARD OF REGISTRATION AND ELECTIONS SCHEDULED MEETING

July 20, 2023 4:30 PM VRE AB Area

- 1. SWEARING-IN OF BOARD MEMBERS
- 2. ELECTION OF OFFICERS
 - A. Election of Chair
 - B. Election of Vice-Chair
- 3. APPROVAL OF AGENDA
- 4. APPROVAL OF MINUTES
 - A. June 8, 2023 Scheduled Meeting (p. 2)
- 5. PUBLIC COMMENTS
- 6. ITEMS FOR DISCUSSION
 - A. Director's Report (p. 5)
- 7. ITEMS FOR DECISION
 - A. Agreements to Conduct Municipal Elections (p. 8)
 - B. Polling Place Changes (p. 40)
 - C. Resolution on Language Access
- 8. BOARD COMMENTS
- 9. ADJOURNMENT

DeKalb County Board of Registration and Elections Meeting Minutes

June 8, 2023

Start Time: 4:40 p.m. End Time: 5:37 p.m.

Board Attendees: Chair Dele Lowman

Vice-Chair Nancy Jester

Anthony Lewis Susan Motter Karli Swift

Other Attendees: Keisha Smith, Executive Director

Terry Phillips, Deputy County Attorney

Irene Vander Els, Senior Assistant County Attorney

APPROVAL OF AGENDA

Chair Lowman called the meeting to order at 4:40 p.m. Ms. Austin read the roll by calling each board member by name. All members were in attendance.

Motion by Vice-Chair Jester, seconded by Ms. Motter, to approve the agenda. The motion carried unanimously.

APPROVAL OF MINUTES

Motion by Vice-Chair Jester, seconded by Mr. Lewis, to approve the minutes of the May 11 meeting. The motion carried unanimously.

PUBLIC COMMENTS

Ms. Austin read the rules for public comment:

Public comments may be made in person or submitted by sending an email of one printed page or less at a minimum font of 12 to electionspubliccmnt@dekalbcountyga.gov which must be received between 35 and 5 minutes before the scheduled start of the meeting. The body of your email must include your first and last name. Abusive, profane, or derogatory language will not be permitted. By submitting an email for public comment, you agree to have your name and the email broadcast on the UStream and entered into the record and minutes. The DeKalb Board of Registration and Elections reserves the right, at the DeKalb Board of Registration and Elections' sole discretion, to (1) add your email to the record/minutes without reading any of it into the broadcast or (2) read all or a portion of your email into the record/minutes.

The following citizens provided public comment:

- Gail Lee
- Liz Throop

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ITEMS FOR DISCUSSION

A) Director's Report

Director Smith provided updates on registration, inventory, and records retention activities; plans to allow community organizations to adopt polling places; the hiring of a Warehouse Manager and a Registration Technician; and a training series for staff. She provided an update on the budget. She announced the creation of the electionsorr@dekalbcountyga.gov email address dedicated to open records requests. She discussed communications activities.

Director Smith saluted Chair Lowman and her tenure serving the voters of DeKalb County.

Ms. Motter asked when the fiscal year began. Director Smith responded that the budget covered the calendar year. Ms. Motter asked about the reclassification of \$500,000 from temporary personnel services to election expenses. Mr. Daniel provided details about that transfer. Ms. Motter asked if the voting hubs would be covered by a supplemental request. The Director responded that it would.

Vice-Chair Jester asked exactly what dates the budget report covered. Director Smith responded that it covered January 1 through May 31. The Vice-Chair asked about the budget amendment. The Director responded that she would be requesting an amendment before the midyear process.

Ms. Motter commented that she hoped the county would be able to resolve problems paying Board members' stipends.

Ms. Motter asked about the Other Rentals category in the budget. Mr. Daniel responded that they covered truck rentals.

Ms. Swift asked for details about the Adopt a Precinct project. Director Smith responded that there would be a series of town hall meetings with community organizations to increase awareness of the opportunity. Chair Lowman commented that nonprofit volunteers would be able to donate their poll worker pay to their organizations.

ITEMS FOR DECISION

A) Voting Hubs

Director Smith requested approval to sign an agreement to purchase voting hubs.

Motion by Ms. Swift, seconded by Vice-Chair Jester, to open discussion.

Ms. Swift asked if the purchase included new ballot marking devices. Director Smith responded that the hubs would contain the department's existing BMDs. Ms. Swift asked how the quantities had been determined. The Director responded that it was based on the number of units currently sent to each precinct. Ms. Swift asked if the department had space to house the hubs. The Director responded that the county had provided new space in the current building. Ms. Swift asked how the cost of delivery would change. The Director responded that she did not anticipate the cost changing overall.

Vice-Chair Jester asked how it was determined how many of each type of hub to buy. The Director responded that most hubs contained four touchscreens and that the smaller hubs would be used to round out the allocations for each precinct.

Motion by Ms. Motter, seconded by Vice-Chair Jester, to authorize the purchase of 688 voting hubs from Runbeck Election Services, Inc. at a price of \$2,241,925, plus associated costs, and authorize the

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Executive Director to execute all necessary documents in a form approved by the County Attorney. The motion carried unanimously.

B) Scott/Clairemont East Precinct Boundary Change

Director Smith requested a precinct boundary change relating to an annexation which had been approved since the last meeting.

Motion by Ms. Motter, seconded by Vice-Chair Jester, that the Board of Registration and Elections petition the County's Governing Authority to approve the staff's proposed alterations and changes to precinct boundaries in compliance with the law, noting that any alterations or changes to precincts approved by the Governing Authority shall not become effective for the next election unless approved more than 60 days prior to a general election or 30 days prior to a special election, and to authorize staff to take any other actions to ensure compliance with the law, including publication of the proposed changes and filing any approved changes. The motion carried unanimously.

BOARD COMMENTS

Chair Lowman reflected on her time on the Board and shared her thanks.

The other Board members commemorated the Chair's service.

ADJOURNMENT

The meeting was adjourned at 5:37 p.m.



Director's Report

July 20, 2023 Keisha L. Smith, MPA Executive Director Voter Registration and Elections (VRE)

Topic 1: General Operations Updates

- Registration Totals (June/July)
- Elections Activities

Notes:

Topic 2: Administrative/Finance Updates

- Personnel
- Budget Activities and Report

Notes:

Topic 3: Stakeholder Engagement Updates

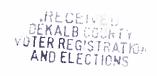
- Key Stakeholder Meetings
- General Communications

Notes:

		Encum		Funds Avail		Unexpen		Cur
ObjCls Object	Budget \$	brance \$	Actual \$	Bal	Exp/Enc%	ded Bal	Exp %	Month \$
51 - P€ 511101 - SALARIES	1,798,533	0	547,547	1,250,986	30.4%	1,250,986	30.4%	1,495
511199 - SALARIES - ADJUSTMENTS	27,044	0	0	27,044	0.0%	27,044	0.0%	0
511200 - SALARIES - TEMPORARY	0	213,204	450	-213,654	0.0%	-450	0.0%	0
511300 - SALARIES - OVERTIME	190,008	0	2,971	187,037	1.6%	187,037	1.6%	0
512100 - COUNTY MATCH - GROUP INSURANCE	0	0	56,346	-56,346	0.0%	-56,346	0.0%	0
512101 - COUNTY MATCH - GRP INS - REVER	4,488	0	-56,345	60,833	-1255.5%	60,833	-1255.5%	0
512102 - COUNTY MATCH - GRP INS - ALLOC	417,375	0	208,686	208,689	50.0%	208,689	50.0%	0
512200 - COUNTY MATCH - FICA	137,588	0	41,010	96,578	29.8%	96,578	29.8%	114
512400 - COUNTY MATCH - PENSION	0	0	327	-327	0.0%	-327	0.0%	325
512402 - 401(a) EMPLOYER CONTRIBUTION	42,105	0	11,742	30,363	27.9%	30,363	27.9%	44
512700 - WORKERS COMPENSATION	11,915	0	5,958	5,957	50.0%	5,957	50.0%	0
512904 - ALLOWANCE - AUTOMOBILE	4,029	0	4,500	-471	111.7%	-471	111.7%	0
51 - Personal Services and Employee Benefits Total	2,633,085	213,204	823,193	1,596,688	39.4%	1,809,892	31.3%	1,978
52 - Pt 521101 - BOARD MEMBER SERVICES	12,000	400	7,000	4,600	61.7%	5,000	58.3%	0
521104 - TEMPORARY PERSONNEL SERVICES	1,292,000	201,272	434,242	656,486	49.2%	857,758	33.6%	13,722
521105 - SECURITY SERVICES	0	100,000	0	-100,000	0.0%	0	0.0%	0
521209 - OTHER PROFESSIONAL SERVICES	1,405,181	469,321	222,294	713,566	49.2%	1,182,887	15.8%	40,937
522201 - MAINTENANCE & REPAIR SERVICES	167,924	41,568	0	126,356	24.8%	167,924	0.0%	0
522311 - RENTAL OF REAL ESTATE	408,504	500	247,667	160,337	60.8%	160,837	60.6%	0
522321 - RENTAL OF EQUIPMENT	24,252	0	757	23,495	3.1%	23,495	3.1%	72
522322 - LEASE PURCHASE OF EQUIPMENT	50,004	0	12,450	37,554	24.9%	37,554	24.9%	0
522329 - OTHER RENTALS	33,948	17,077	12,221	4,650	86.3%	21,727	36.0%	4,695
523201 - POSTAGE	399,996	52,379	177	347,440	13.1%	399,819	0.0%	0
523202 - POSTAGE - CENTRAL SERVICES	27,552	0	5	27,547	0.0%	27,547	0.0%	0
523203 - TELEPHONE SERVICE	5,340	0	0	5,340	0.0%	5,340	0.0%	0
523204 - TELEPHONE - LONG DISTANCE	2,208	0	69	2,139	3.1%	2,139	3.1%	0
523206 - INTERNET SERVICES	5,640	0	0	5,640	0.0%	5,640	0.0%	0
523207 - TELEPHONE - WIRELESS	408,768	0	106,671	302,097	26.1%	302,097	26.1%	17,884
523301 - ADVERTISING SERVICES	3,980	0	4,314	-334	108.4%	-334	108.4%	534
523401 - PRINTING SERVICES	25,488	5,099	3,898	16,491	35.3%	21,590	15.3%	0
523501 - MILEAGE - PERSONAL VEHICLE	3,000	0	451	2,550	15.0%	2,550	15.0%	0
523505 - TRAVEL - PER DIEM	5,000	0	1,404	3,596	28.1%	3,596	28.1%	864
523701 - TRAINING & CONFERENCE FEES - E	30,000	0	8,680	21,320	28.9%	21,320	28.9%	0
523702 - TRAINING & CONFERENCE FEES - I	552	0	300	252	54.3%	252	54.3%	0
523906 - ELECTION EXPENSES	507,872	1,774	489,531	16,568	96.7%	18,341	96.4%	-1,000
52 - Purchased / Contracted Services Total	4,819,209	889,390	1,552,131	2,377,689	50.7%	3,267,078	32.2%	77,709

		Encum		Funds Avail		Unexpen		Cur
ObjCls Object	Budget \$	brance \$	Actual \$	Bal	Exp/Enc%	ded Bal	Exp %	Month \$
53 - St 531101 - OPERATING SUPPLIES	305,000	88,949	42,124	173,927	43.0%	262,876	13.8%	194
531199 - FREIGHT	0	0	20	-20	0.0%	-20	0.0%	0
53 - Supplies Total	305,000	88,949	42,144	173,907	43.0%	262,856	13.8%	194
54 - Ca 542201 - COMPUTER EQUIPMENT	40,004	21,298	5,674	13,032	67.4%	34,330	14.2%	0
542202 - COMPUTER SOFTWARE and TECHNOLO	54,996	93	48,698	6,206	88.7%	6,299	88.5%	0
542309 - OTHER EQUIPMENT > \$5,000	1,200,000	0	1,120,963	79,038	93.4%	79,038	93.4%	0
54 - Capital Outlays Total	1,295,000	21,390	1,175,334	98,276	92.4%	119,666	90.8%	0
55 - In 551104 - VEHICLE MAINTENANCE CHARGE	3,364	0	0	3,364	0.0%	3,364	0.0%	0
551105 - VEHICLE REPLACEMENT CHARGE	3,048	0	1,524	1,524	50.0%	1,524	50.0%	0
551107 - VEHICLE INSURANCE CHARGE	500	0	252	248	50.4%	248	50.4%	0
551141 - VEHICLE MAINT - FUEL	600	0	1,050	-450	175.1%	-450	175.1%	0
551142 - VEHICLE MAINT - PREV MAINT	0	0	35	-35	0.0%	-35	0.0%	0
551143 - VEHICLE MAINT - REPAIRS	0	0	264	-264	0.0%	-264	0.0%	0
551144 - VEHICLE MAINT - OVERHEAD	2,095	0	1,050	1,045	50.1%	1,045	50.1%	0
55 - Interfund / Interdepartmental Charges Total	9,607	0	4,175	5,432	43.5%	5,432	43.5%	0
70 - Re 707009 - COUNTY PENSION ALLOCATION	215,785	0	107,892	107,893	50.0%	107,893	50.0%	0
70 - Retirement Services Total	215,785	0	107,892	107,893	50.0%	107,893	50.0%	0
Grand Total	9,277,686	1,212,933	3,704,869	4,359,884	53.0%	5,572,817	39.9%	79,881

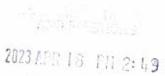
As per the Agreement previou	usly approved, THE C	TITY OF Atlanta	
hereby requests that DeKalb	County conduct its <u>A</u>	BE/APS Genera	Election on
November 7, 2023,	. The last day to re	egister to vote in this ele	ection is
October 10, 2023,	. The Absentee/Ad	lvance Voting Poll will l	be located at
4380 Memorial Drive, Decatu	r, GA 30032.		
This 12th	_ _{day of} June	, ₂₀ 23	
J. Vanessa W Muhicipal Clerk	ald	(SEAL)
	nessa Waldon Inicipal Clerk		
The DeKalb County Board of	f Registrations and El	ections agrees to conduc Election on	
This	day of	, 20	
			(SEAL)
Election Supervisor DeKalb County Board of Reg	gistrations and Electio	ns	



2023 HAY -8 PM 2: 00

As per the Agreement pre-	viously approved, THE C	ITY OF AVONDALE	STATES.
hereby requests that DeKa	alb County conduct its	GENERAL	Election on
Nov. 1th	, 2023. The last day to re	egister to vote in this el	ection is
Oct. 10th	, 2023 The Absentee/Ad	vance Voting Poll will	be located at
4380 Memorial Drive, Dec	atur, GA 30032.		
This 2814	day of MAPELL	, 20 <u>23</u>	
Ama Him		- ** - **	SEAL)
Municipal Clerk		У	
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			STYD OF
The DeKalb County Board	l of Registrations and Ele	ctions agrees to conduc	et the CITY OF
		Election on	
This	day of	, 20	
			(CD 41)
Election Supervisor			(SEAL)
DeKalb County Board of I	Registrations and Election	ıs	

City of Brookhaven 4362 Peachtree Road Brookhaven, GA 30319



As per the Agreement previously approved, THE CITY OF Brookh hereby requests that DeKalb County conduct its General	Special Refer
November 7, 2023 The last day to register to vote in this e	lection is
October 10, 2023 The Absentee/Advance Voting Poll will	be located at
4380 Memorial Drive, Decatur, GA 30032.	
This	(SEAL)
The DeKalb County Board of Registrations and Elections agrees to conduElection on	
This	
Election Supervisor	(SEAL)
DeKalb County Board of Registrations and Elections	

As per the Agreement pr	reviously approved, THE	CITY OF _	Chamble	,
hereby requests that Del	Kalb County conduct its _	Municipal C	General	Election on
November 7	, 20 <u>23</u> . The last day to	register to vo	ote in this el	ection is
October 10	, 20 <u>2</u> 3 The Absentee/A	Advance Voti	ng Poll will	be located at
4380 Memorial Drive, D	ecatur, GA 30032.			
This 79 to	day ofJune		20 <u>13</u> .	
Chumor Bo	day of June	_		OF CALL
Municipal Clerk				SEAT E
			18	
			**	MANAGEE, GA
The DeKalb County Boa	ard of Registrations and E	lections agre	es to condu	ct the CITY OF
	- ;	Electi	ion on	, 20
This	day of	, 2	20	
				(SEAL)
Election Supervisor DeKalb County Board of	f Registrations and Electi	ons		

As per the Agreeme	nt previously approved, THE C	TY OF <u>CLARKSTON</u>	,
hereby requests that	t DeKalb County conduct its 20	23 November General	Election or
Novem	ber 7 , 20 <u>23</u> . The last day to re	gister to vote in this elec	tion is
Octol	per 10, 2023. The Absentee/Ad	vance Voting Poll will be	located at
4380 Memorial Driv	re, Decatur, GA 30032.		
This <u>17th</u>	day of <u>March</u>	, 20 <u>23</u>	
haile .	R M. An. M		
Municipal Clerk	1. I YULCHULL	(SI	EAL)
(Marail			
The DeKalb County	Board of Registrations and Elec		
		Election on	, 20
This	day of	, 20	
Election Supervisor			(SEAL)
_	rd of Registrations and Election	S	

As per the Agreement p	reviously approved, T	HE CITY OF Decatur	
hereby requests that De	Kalb County conduct i	itsGeneral and Special	Election on
November 7	, 20 <u>23</u> . The last day	y to register to vote in this e	lection is
October W	, 20 <u>2</u> 2. The Absent	tee/Advance Voting Poll will	be located at
4380 Memorial Drive, D	ecatur, GA 30032.		
m : 13th	Jan & More	h 2022	CAT
This 13th	day ofMarci	<u>, 2023</u> .	DECATUR
mercu	enkone	K	(SIBAL) A CO
Municipal Clerk		_	City of Decatur
			1823
			023
The DeKalb County Bo	ard of Registrations ar	nd Elections agrees to condu	
		Election on	, 20
This	day of	, 20	
		_	(SEAL)
Election Supervisor	of Degistrations and El	lections	

As per the Agreement executed on July 23, 2014, THE CITY OF DUNWOODY hereby requests that DeKalb County conduct its Bond Election on November 7, 2023. The last day to register to vote in this election is October 10, 2023. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This 22 nd	day of May, 202	3.			
Sharon Municipal Clerk	Howery	(SEAL)			
The DeKalb Coun OF DUNWOODY	ity Board of Reg BondElection	istrations and Elections on November 7, 2023	agrees to	conduct t	he CITY
1 V					
This	_day of	, 2023 .			
Vojako I. Smith		(SEAL)			
Keisha L. Smith Executive Director					

Executive Director
DeKalb County Board of Registrations and
Elections

As per the Agreement pro	eviously approved,	THE CITY OF _	口村	tonly.
hereby requests that DeK	alb County conduc	et its General	Munici	pal Election or
NOVEMBER 7	_, 20 <u>23</u> . The last d	lay to register to	vote in this	election is
NOVEMBER 7 OCTOBER 10	_, 20 <u>23</u> . The Abse	ntee/Advance Vo	ting Poll wi	ll be located at
4380 Memorial Drive, De				
This 974 Municipal Clerk	day ofM	OFFICIAL CITY SEAL	NONA	(SEAL)
The DeKalb County Boar	d of Registrations a	•		uct the CITY OF, 20
This	day of	,	20	
Election Supervisor	D	——————————————————————————————————————		(SEAL)
DeKalb County Board of	Registrations and I	Liections		

KEISHA L. SMITH EXECUTIVE DIRECTOR VOTER REGISTRATION & ELECTIONS (404) 298-4020 FAX (404) 298-4038

Board of Registration and Elections 4380 Memorial Drive, Suite 300 Decatur, Georgia 30032

BOARD MEMBERS

NANCY JESTER
ANTHONY LEWIS
DELE LOWMAN SMITH
SUSAN MOTTER
KARLI SWIFT

As per Agreement previously approved, THE CITY OF Pine Lake Georgia, he that DeKalb County conduct its General Election on November 7th, 2023. Tregister to vote in this election is October 10th, 2023. The absentee/Advance will be located at 4380 Memorial Drive, Decatur, GA 30032.	reby requests The last day to Oting Poll
This 28th day of March Chaffino M. Shandow Corp. State Corp. State Corp.	, 20 23. Municipal Clerk ORATE AL S ORATE AL ORA
The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF General Election on, 20	
This day of	,20
Election DeKalb County Board of Registration	n Superintendent

As per the Agreement previously approved, THE CITY OF STONE MOUNTAIN, hereby requests that DeKalb County conduct its General Municipal Election on November 7, 2023. The last day to register to vote in this election is October 10, 2023. The Absentee/ Advance Voting Poll will be located at 4380 Memorial Drive, Decatur, GA 30032.

This5#	day of July	,2023_	<u>.</u>
Municipal Clerk	Domondoon	(SEAL)	GEORGIA
The DeKalb Count	ty Board of Registrations and		duct the CITY OF, 20
This	day of	, 20	_•
Election Superviso DeKalb County Bo	or Dard of Registrations and Elect	tions	(SEAL)

As per the Agreement	previously approved, THE	CITY OF _	STONECRES	<u>st</u> ,
hereby requests that I	PeKalb County conduct its _	2023 Gene	ral Municipal	Election on
November 7	, 20_23. The last day to	register to	vote in this elec	ction is
October 10	, 20_23. The Absentee/A	dvance Vo	ting Poll will b	e located at
4380 Memorial Drive,	Decatur, GA 30032.			
This 14th	day ofApril	,	20 23 .	
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Municipal Clerk	boom	San City	RPOR4	EAL)
Widnicipal Clerk		S	EAL	
		THE CONTRACT OF STREET	2017	
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The DeKalb County B	oard of Registrations and El	ections agr	ees to conduct	the CITY OF
		Elec	tion on	, 20
This	day of		20	
· 				
Election Supervisor				(SEAL)
-	of Registrations and Electio	ns		

As per the Agreement p	reviously approved, TH	ECITY OF <u>Tucker</u>	
hereby requests that De	Kalb County conduct its	General Municipa	Election or
November 7	, 20 <u>23</u> . The last day	to register to vote in this elec	ction is
October 10	, 20 <u>23</u> . The Absented	e/Advance Voting Poll will b	e located at
4380 Memorial Drive, D			
This 3/5+	day of	rch .20 23.	
Ω			
Municipal Clerk		(S	EAL)
Tyunicipai Cici k			
The DeKalb County Boa	rd of Registrations and	Elections agrees to conduct	the CITY OF
		Election on	, 20
This	day of	, 20 .	
	-		
Election Supervisor			(SEAL)
DeKalb County Board of	f Registrations and Elec	tions	

A RESOLUTION BY THE CITY OF DUNWOODY, GEORGIA APPOINTING DEKALB COUNTY BOARD OF REGISTRATIONS AND ELECTIONS TO CONDUCT THE CITY OF DUNWOODY NOVEMBER 7, 2023, GENERAL ELECTION AND IF NECESSARY, TO CONDUCT A CITY OF DUNWOODY RUNOFF ELECTION TO BE HELD ON DECEMBER, 2023; AND FOR OTHER LAWFUL PURPOSES.

- WHEREAS, the City of Dunwoody, Georgia (the "City") in accordance with O.C.G.A. §21-2-9(c) will hold a General Municipal Election on Tuesday, November 7, 2023 ("General Election"); and
- WHEREAS, the City, in accordance with O.C.G.A. § 21-2-501, may have need to hold additional City elections, including a runoff election on December 5, 2023, in addition to the General Election, collectively ("Elections"); and
- WHEREAS, the Dunwoody City Council is hereby in agreement that it would be in the best interest of its citizens, pursuant to O.C.G.A. §21-2-45(c), to allow the DeKalb County Board of Registrations and Elections staff equipment and expertise to conduct the City of Dunwoody 2023 Elections; and
- **WHEREAS**, the City and DeKalb County executed an Intergovernmental Agreement for the provision of Election Services between DeKalb County and the City of Dunwoody ("IGA"); and
- WHEREAS, the City wishes to execute an agreement in conjunction with the IGA to allow the DeKalb County Board of Registrations and Elections to conduct the Elections; and
- WHEREAS, individual duties and responsibilities of both the City and DeKalb County staff shall be set forth in more detail in the IGA; and
- **WHEREAS**, the City agrees to pay all costs associated with such Elections in a manner provided in the IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF DUNWOODY, GEORGIA:

- That in accordance with O.C.G.A. §21-2-45(c) the City is authorized to enter into an agreement appointing DeKalb County Board of Registrations and Elections to Conduct the City of Dunwoody November 7, 2023, General Municipal Election and if necessary, to conduct a City of Dunwoody Runoff Election to be held on December 5, 2023.
- Section 2. That the City Attorney is hereby directed to prepare an agreement with DeKalb County Board of Registrations and Elections for execution by the City clerk in a substantially similar form to the agreement set forth in **Exhibit A** attached hereto. Amendment becomes effective immediately upon adoption of this resolution.
- Section 3. That the City shall pay DeKalb County all costs incurred in conducting the General Municipal Election specifically enumerated in the Intergovernmental Agreement

STATE OF GEORGIA CITY OF DUNWOODY

ATTEST:

(SEAL)

RESOLUTION 2023-06-11

for the provision of Election services between DeKalb County and the City of Dunwoody attached hereto as **Exhibit B**.

Section 4. That the agreement with DeKalb County Board of Registrations and Elections shall not become binding on the City and the City shall incur no liability upon same until such agreement has been executed by the Municipal Clerk and delivered to the contracting party.

SO RESOLVED this 12th day of June 2023.

CITY OF DUNWOODY, GEORGIA

Lynn P. Deutsch, Mayor

APPROVED AS TO FORM:

Ken Bernard, City Attorney

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN DEKALB COUNTY, GEORGIA and THE CITY OF DUNWOODY, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 23 day of July , 2014, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Dunwoody, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; 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, both parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a city may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the DeKalb County Board of Registrations and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections supervisor and the selection, appointment, and training of poll workers in elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 CONDUCT OF ELECTIONS

- 1.1 This Agreement will govern the conduct of any and all elections (hereinafter referred to as "City Election") which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements.
- 1.2 For each City Election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City Election which was the subject of the request.
- 1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2063, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services:

- 3.1 Upon receipt of request to perform a City Election, the BRE and/or the County Election Supervisor, or their designee(s) shall be responsible for:
 - a) Designating early and advance voting sites and hours;
 - b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
 - c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
 - d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.
- f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and
- k) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

- a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 et seq., now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- g) Performing filing officer duties as required by the State of Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;
- i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;
- j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;
- k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;
- Providing the County with an electronic copy of referendums that must be placed on a ballot;
- m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;
- n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

Pursuant to this Agreement and O.C.G.A. § 21-2-2-45(c) now and as it may be amended hereafter, the City shall pay to the County all costs incurred in performing the functions agreed upon herein. City agrees to pay County the actual costs incurred by County in conducting City Elections as stated on the County's invoice. City shall remit said funds to County within thirty (30) days of receipt of invoice.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, or if any City Election is contested, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with

any City Election held pursuant to this Agreement. If the County utilizes members of the County Attorney's Office to defend said claims against the agents or employees of the County, the BRE or the Elections Supervisor, the cost to the City shall be equivalent to the average of the then current hourly rate that the County pays to retain outside counsel for transactional matters. Until further notified, the current rate will be \$200.00 per hour. However, this rate is subject to change over the lifetime of the Agreement. If the County determines that it is necessary to employ outside counsel to assist with the litigation, the County and the City shall make a joint determination on who to retain or whether such defense can be done by the City Attorney's Office in conjunction with the County Attorney's Office. The County and the City shall also agree on the cost of said additional or outside counsel and the distribution of liability of said cost between the City and the County. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

- 5.2 If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement, with the exception that if the necessity for a second election is due to the negligence or improper performance of duties by any County employee or agent, BRE Agent or the Elections Superintendent, said second election shall be conducted without additional expense to the City.
- 5.3 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.
- 5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

- 6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.
- 6.2 All County personnel assigned under this Agreement are and will continue to be part of the DeKalb County Voter Registrations and Elections and under the supervision of the Elections Supervisor.
- 6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

- 7.1 The County Voter Registrations and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq., O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.
- 7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9 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. Future changes in address shall be effective upon written notice being given by the City to the County Elections Supervisor 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:

Elections Supervisor

4380 Memorial Drive

Suite 300

Decatur, Georgia 30032

With a copy to:

County Attorney

1300 Commerce Drive, 5th Floor

Decatur, Georgia 30030

If to the City:

City Manager

City of Dunwoody

41 Perimeter Center East

Suite 250

Dunwoody, Ga 30346 770-396-4705 (facsimile) With a copy to:

City Attorney
City of Dunwoody
41 Perimeter Center East
Suite 250
Dunwoody, Ga 30346
770-396-4705 (facsimile)

ARTICLE 10 NON-ASSIGNABILITY

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

ARTICLE 11 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12 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.

ARTICLE 13 BINDING EFFECT

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

ARTICLE 14 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.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA

Dir. (SEAL)

1/23/2014 Interim Chief Executive Officer

DeKalb County, Georgia

BARBARA H. SANDERS, CCC

Clerk to the Board of Commissioners and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

Director

DeKalb County Board of Registrations

and Elections

CITY OF DUNWOODY, GEORGIA

MICHAEL G. DAVIS

Mayor

APPROYED AS TO FORM:

Senior Assistant County Attorney

Municipal Clerk

DeKalb County
Contract No. 14-8013

(SEAL)

APPROVED AS TO SUBSTANCE:

WARREN HUTMACHER

City Manager

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

As per the Agreement executed on July 23, 2014, THE CITY OF DUNWOODY hereby requests that DeKalb County conduct its General Municipal Election on November 7, 2023. The last
day to register to vote in this election is October 10, 2023. The absentee poll will be located at 4380
Memorial Drive, Decatur, Georgia, 30032.
This 12 th day of June 2023.
Municipal Clerk (SEAL)
The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF DUNWOODY General Municipal Election on November, 20
This day of, 20
(SEAL)
Elections Supervisor
DeKalb County Board of Registrations and Elections

A RESOLUTION TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE OF CITY OF DUNWOODY GENERAL OBLIGATION BONDS; TO PROVIDE FOR THE DATE, MAXIMUM RATE OF INTEREST AND SCHEDULE OF MATURITIES THAT SAID BONDS SHALL BEAR; TO PROVIDE FOR THE LEVY AND COLLECTION OF TAXES TO SERVICE SAID BONDED INDEBTEDNESS, IF SO AUTHORIZED; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Dunwoody, Georgia (the "City") has caused a thorough study to be made of the need for capital projects for the City, including parks and recreational areas, greenspace, and trails (collectively, the "Projects"), and such investigation discloses the urgent need for such Projects; and

WHEREAS, the City Council has determined that the most feasible plan for providing funds to finance the costs of the Projects is for the City to issue its general obligation bonds in an aggregate principal amount not to exceed \$60,000,000 (the "Bonds") pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, under the Constitution and laws of the State of Georgia, it is necessary to submit to the qualified voters of the City the question of whether or not the Bonds should be issued for the purpose of financing the Projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council, and it is hereby resolved by authority of the same, as follows:

Section 1. <u>Call for Election.</u> There is hereby called an election to be held in all the election districts in the City on November 7, 2023 (the "Election") for the purpose of submitting to the qualified voters of the City the question of whether the Bonds should be issued for the purpose of financing the Projects, the costs of issuing the Bonds and capitalized interest on the Bonds. The Bonds, if so authorized, may be issued in whole or in part and in one or more series. The Bonds shall be dated the first day of the calendar month in which the Bonds are issued or the day the Bonds are issued and shall bear interest at rates not exceeding 8% per year (based upon a 360-day year comprised of twelve thirty-day months). The principal shall mature (by scheduled maturity or by mandatory redemption) in the years and amounts, as follows:

<u>Year</u>	Amount	
2025	\$1,815,000	
2026	1,905,000	
2027	2,000,000	
2028	2,100,000	
2029	2,205,000	
2030	2,315,000	
2031	2,430,000	
2032	2,555,000	
2033	2,680,000	
2034	2,815,000	
2035	2,955,000	
2036	3,105,000	
2037	3,260,000	
2038	3,420,000	
2039	3,595,000	
2040	3,775,000	
2041	3,960,000	
2042	4,160,000	
2043	4,365,000	
2044	4,585,000	

The Bonds may be made subject to redemption prior to maturity upon the terms and conditions to be determined by the City Council in a supplemental resolution.

Section 2. Form of Ballot. The ballot to be used in the Election shall be substantially in the form set forth in Notice of Election attached as Exhibit A hereto (the "Notice of Election"). The caption of the ballot shall be "SHALL THE CITY OF DUNWOODY ISSUE GENERAL BONDS FOR CERTAIN CAPITAL PROJECTS."

Section 3. Manner of Election. The Election shall be held in accordance with the election laws of the State of Georgia and any other applicable laws (the "Election Laws"). The returns of the Election shall be made to the City and the Dekalb County Board of Registrations and Elections (the "Elections Board"), who shall, in the presence of and together with the several managers of the polls, bring up the returns, consolidate the returns and declare the results of the Election in the manner required by law.

Section 4. Publication of Call and Notice of Election. A Call of the Election substantially in the form attached as Exhibit B hereto (the "Call") shall be published in The Dunwoody Crier and The Champion (the "Legal Organs") as soon as practicable, but no less than 30 days prior to the Election. The Notice shall be published in the Legal Organs at least 30 days preceding the Election and once a week thereafter up to and including the week before the Election.

- Section 5. <u>Notice to Elections Board</u>. The City Clerk is hereby ordered and directed to forthwith furnish the Elections Board with a duly certified copy of this resolution with a request that the Elections Board join in the call of the Election and take any and all actions required to hold the Election in accordance with the Election Laws.
- Section 6. Millage Cap. To the extent that the 3.04 millage cap contained in Section 1.03(b)(37) of the City Charter (the "Millage Cap") is applicable to the issuance of the Bonds, this resolution shall constitute a recommendation by the City Council that the ad valorem property tax levy referred to in Section 7 below be in addition to the Millage Cap. Furthermore, the authorization of the issuance of the Bonds by the qualified voters of the City shall constitute the approval of the property tax levy referred to in Section 7 below and the increase of the Millage Cap only to the extent necessary to repay the Bonds.
- **Section 7.** <u>Tax Levy</u>. Should the Bonds be authorized by the requisite number of qualified voters, the City Council shall levy a tax upon all the property subject to taxation for general obligation bond purposes within the City sufficient in amount to pay the principal of and the interest on the Bonds as the same shall become due.
- Section 8. <u>Brochures.</u> Any brochures, listings or other advertisements issued by the City or any other person, firm, corporation or association with the knowledge and consent of the City, shall be deemed to be a statement of intention of the City concerning the use of the proceeds of the Bonds; and such statement of intention shall be binding on the City in the expenditure of any such Bond funds or interest received from such Bond funds which have been invested.
- **Section 9. Bond Audit Waiver.** The City Council waives the independent performance audit or performance review referred to in O.C.G.A. §36-82-100.
- **Section 10.** General Authority. The proper officers, employees and agents of the City are hereby authorized to take any and all further actions as may be required in connection with the Election.
- **Section 11.** Repealer. Any and all resolutions or parts thereof in conflict with this resolution this day passed be and they are hereby repealed.
- Section 12. <u>Effective Date.</u> This resolution shall take immediate effect upon its adoption.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED this 22nd day of May, 2023.

CITY COUNCIL OF THE CITY OF DUNWOODY, GEORGIA

By: Mover

Attect.

Clerk

NOTICE OF BOND ELECTION

TO THE QUALIFIED VOTERS OF THE CITY OF DUNWOODY, GEORGIA

YOU ARE HEREBY NOTIFIED that on November 7, 2023, an election will be held in all of the election districts of the City of Dunwoody, Georgia (the "City"), at which election there will be submitted to the qualified voters of the City the question of whether the City should issue general obligation bonds in an aggregate principal amount not to exceed \$60,000,000 (the "Bonds") for the purpose of financing the capital projects listed in the form of the ballot below, the costs of issuing the Bonds and capitalized interest on the Bonds.

The Bonds, if so authorized, may be issued in whole or in part and in one or more series. The Bonds shall be dated the first day of the calendar month in which the Bonds are issued or the day the Bonds are issued and shall bear interest at rates not exceeding 8% per year (based upon a 360-day year comprised of twelve thirty-day months). The principal shall mature (by scheduled maturity or by mandatory redemption) in the years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	
2025	\$1,815,000	
2026	1,905,000	
2027	2,000,000	
2028	2,100,000	
2029	2,205,000	
2030	2,315,000	
2031	2,430,000	
2032	2,555,000	
2033	2,680,000	
2034	2,815,000	
2035	2,955,000	
2036	3,105,000	
2037	3,260,000	
2038	3,420,000	
2039	3,595,000	
2040	3,775,000	
2041	3,960,000	
2042	4,160,000	
2043	4,365,000	
2044	4,585,000	

The principal of and interest on the Bonds shall be payable in lawful money of the United States of America at a bank or banks to be designated later.

Voters desiring to vote for the issuance of the Bonds shall do so by voting "YES" and voters desiring to vote against the issuance of the Bonds shall do so by voting "NO" as to the question propounded substantially as follows:

"Shall the City of Dunwoody, Georgia (the "City") issue general obligation bonds in an aggregate principal amount not to exceed \$60,000,000 for the purpose of financing (a) the acquisition, construction, installation, improvement and equipping of (i) parks and recreational areas, (ii) greenspace and (iii) trails, (b) the costs of issuing the bonds and (c) capitalized interest on the bonds? Such approval shall also constitute an approval of the increase in the City's current millage cap of 3.04 only to the extent necessary to repay the bonds."

The several places for holding said election shall be in the regular and established election districts of the City, and the polls will be open from 7:00 A.M. to 7:00 P.M. on the said date fixed for the election. Those qualified to vote at said election shall be determined in all respects in accordance and in conformity with the laws of the State of Georgia.

The last day to register to vote in this election shall be October 10, 2023.

Those residents qualified to vote at said election shall be determined in all respects in accordance with election laws of the State of Georgia.

Any brochures, listings or other advertisements issued by the City or by any other person, firm, corporation or association with the knowledge and consent of the City, shall be deemed to be a statement of intention of the City concerning the use of the proceeds of the Bonds; and such statement of intention shall be binding on the City in the expenditure of any such Bond funds or interest received from such Bond funds which have been invested.

Pursuant to O.C.G.A. Section 36-82-100, the City notifies all interested parties that no independent performance audit or performance review (the "Bond Audit") will be conducted with respect to the Bonds. However, the City will continue to ensure that Bond proceeds are expended efficiently and economically, as intended by the Bond Audit.

This notice is given pursuant to a resolution of the City Council and an intergovernmental agreement between the City and the Dekalb County Board of Registrations and Elections.

CITY OF DUNWOODY, GEORGIA

Ву:___

Its Municipal Elections Superintendent

EXHIBIT B

NOTICE OF CALL OF BOND ELECTION

TO THE QUALIFIED VOTERS OF THE CITY OF DUNWOODY, GEORGIA

YOU ARE HEREBY NOTIFIED THAT the City of Dunwoody, Georgia (the "City") has called an election in all of the election districts of the City, to be held on November 7, 2023, at which election there will be submitted to the qualified voters of the City the question of whether the City should issue general obligation bonds in an aggregate principal amount not to exceed \$60,000,000 (the "Bonds") for the purpose of financing (a) the acquisition, construction, installation, improvement and equipping of (i) parks and recreational areas, (ii) greenspace and (iii) trails, (b) the costs of issuing the Bonds and (c) capitalized interest on the Bonds. Such approval shall also constitute an approval of the increase in the City's current millage cap of 3.04 only to the extent necessary to repay the bonds.

The several places for holding said election shall be in the regular and established election districts of the City, and the polls will be open from 7:00 A.M. to 7:00 P.M. on the said date fixed for the election. Those qualified to vote at said election shall be determined in all respects in accordance and in conformity with the laws of the State of Georgia.

The last day to register to vote in this election shall be October 10, 2023.

Those residents qualified to vote at said election shall be determined in all respects in accordance with election laws of the State of Georgia.

This notice is given pursuant to a resolution of the City Council and an intergovernmental agreement between the City and the Dekalb County Board of Registrations and Elections.

CITY OF DUNWOODY, GEORGIA

By: Nunicipal Elections Superintendent

CLERK'S CERTIFICATE

The undersigned Clerk of the City of Dunwoody, Georgia (the "City") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution passed by the Council of the City at a meeting duly held on May 22, 2023, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears of record in the Minute Book of the City, which is in my custody and control.

Witness my hand and seal of the City, this 22nd day of May, 2023.

Clerk



KEISHA L. SMITH EXECUTIVE DIRECTOR VOTER REGISTRATION & ELECTIONS (404) 298-4020 FAX (404) 298-4038 BOARD MEMBERS

NANCY JESTER
ANTHONY LEWIS
DELE LOWMAN
SUSAN MOTTER
KARLI SWIFT

Board of Registration and Elections 4380 Memorial Drive, Suite 300 Decatur, Georgia 30032

NOTICE OF PROPOSED POLLING PLACE CHANGES

The DeKalb County Board of Registration and Elections (the BRE) hereby gives notice to the voters of DeKalb County that it is considering the following polling place changes for the November 7, 2023, General Election. These changes will become effective following the second publication of this notice unless the BRE receives public comment in opposition to such changes, in which case the BRE will hold a special called meeting to consider public comments received and further action on the proposed changes.

Precinct	Precinct Name	Previous Location	Proposed Location
ID			
BE	Briarwood	Briarwood Recreation Center	Montclair Elementary
		2235 Briarwood Way NE	1680 Clairmont Place, NE
		Atlanta, GA 30329	Atlanta, GA 30329
CV	Clairemont East	Decatur Recreation Department	First Baptist Church
	(Dec)	231 Sycamore St	of Decatur
		Decatur, GA 30030	308 Clairemont Avenue
			Decatur, GA 30030
IB	Indian Creek	Indian Creek Baptist Church	Indian Creek Elementary
		3901 Rockbridge Road	724 N Indian Creek Drive
		Stone Mountain, GA 30083	Clarkston, GA 30021
MK	Montreal	Lawrenceville Road United Methodist	Living Grace Lutheran
		Church	Church
		3142 Lawrenceville Hwy	1812 Cooledge Road
		Tucker, Ga 30084	Tucker, GA 30084
WF	Winnona Park	Decatur Legacy Park Cochran Building	Columbia Theological
		500 S Columbia Drive	Seminary
		Decatur, GA 30030	701 South Columbia Dr.
			Decatur, GA 30030

A complete list of polling locations can be found at https://www.dekalbcountyga.gov/voter-registration-elections/current-election-information. Any comments on the proposed change may be directed to the DeKalb County Board of Registration & Elections at 4380 Memorial Drive, Suite 300, Decatur, GA 30032 or via email at Voterreg@dekalbcountyga.gov.

On this 22nd day of June 2023

Keisha L. Smith Executive Director, DeKalb County Voter Registration & Elections