



CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1

Council Member Rob Turner- District 2

Council Member Jazzmin Cobble – District 3

Council Member George Turner- District 4

Vacant – District 5

CITY COUNCIL WORK SESSION

November 25, 2019

6:00 p.m.

3120 Stonecrest Blvd. Suite 190

Stonecrest, Georgia

- I. CALL TO ORDER:** Mayor Jason Lary
- II. AGENDA ITEMS:**
 - 1. FY 2019- Budget Amendment
 - 2. IGA- EHOST Remaining Proceeds
 - 3. IGA DeKalb CVB
- III. 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, Megan Reid, as soon as possible, preferably 2 days before the activity or event.



WORK SESSION AGENDA ITEM

SUBJECT: FY 2019 – Budget Amendment

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |

Work Session: 11/12/2019

SUBMITTED BY: Julian Jackson, Interim City Manager

PURPOSE: Budget Amendments need to be made from time to time according to the City Charter to maintain a Balanced Budget

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Approve at the November 25, 2019 Meeting

GENERAL FUND REVENUES	2019 Adopted Budget	2019 YTD 83%	2019 Amended Budget	Increase (Decrease)
31315 TITLE AD VALOREM TAX	0	152,911	200,000	200,000
31371 ATL GAS LIGHT (SOUTHERN CO.)	300,000	242,526	300,000	
31372 SSEM	400,000	335,451	400,000	
31373 COMCAST	554,000	399,250	554,000	
31374 AT&T	145,400	146,768	145,400	
31375 GEORGIA POWER	755,000	696,886	696,000	(59,000)
34200 ALCOHOLIC BEVERAGE EXCISE TAX	117,000	126,880	125,000	8,000
34300 LOCAL OPTION MIXED DRINK	3,000	18,588	20,000	17,000
39100 PEN & INT ON DELINQ TAX	1,000	0	0	(1,000)
31620 INSURANCE PREMIUM TAX	3,000,000	3,821,203	3,820,000	820,000
31630 FINANCIAL INSTITUTIONS TAXES	5,000	0	5,000	
32110 ALCOHOLIC BEVERAGES CURRENT YR	75,000	97,235	100,000	25,000
32111 ALCOHOLIC BEVERAGES FUTURE	0	6,050	6,000	6,000
32120 GEN BUSINESS LICENSE CURRENT Y	1,200,000	1,554,921	1,540,000	340,000
32121 GEN BUSINESS LICENSE FUTURE	0	868	0	
32200 BUILDING PERMITS	1,150,000	790,225	800,000	(350,000)
32202 DEVELOPMENT PERMITS	150,000	80,474	80,000	(70,000)
32205 ZONING APPLICATIONS	10,000	12,195	10,000	
33430 STATE GRANT CAPITAL-LMIG DIRECT	0	536,511	535,000	535,000
34119 OTHER FEES	0	1,621	0	
34120 FILM PERMITTING	7,500	8,932	7,500	
34930 BAD CHECK FEES	2,500	244	200	(2,300)
35100 COURT	12,000	19,727	19,000	7,000
37100 GENERAL CONTRIBUTION	0	875	0	
39120 TRANSFER FROM HOTEL	360,000	362,347	360,000	
39123 TRANSFER FROM MILLAGE FOR PARKS	500,000	0	0	(500,000)
39122 TRANSFER FROM RENTAL CAR	1,000	3,764	3,800	2,800
39124 PARKS & RECREATION FEES	20,000	0	0	(20,000)
39125 TRANSFER FROM MILLAGE FOR P/W	400,000	0	0	(400,000)
TOTAL General Fund Revenues	\$9,168,400	\$9,416,452	\$9,726,900	558,500
HOTEL/MOTEL FUND REVENUES				
31410 HOTEL/MOTEL EXCISE TAX	0	481,635	600,000	600,000
Total Hotel/Motel Fund Revenues	\$0	\$481,635	\$600,000	600,000
RENTAL MOTOR VEHICLE FUND REVENUES				
31440 RENTAL CAR EXCISE TAX	0	3,764	3,800	3,800
Total Rental Motor Vehicle fund Revenues	\$0	\$3,764	\$3,800	3,800
300 SPLOST FUND REVENUES				
30100 FUND BALANCE	0	0	4,209,000	4,209,000
33100 SPLOST	0	5,360,420	5,432,000	5,432,000
360 INTEREST EARNED	0	13,782	14,000	14,000
Total Splost Fund Revenues	\$0	\$5,374,202	\$9,655,000	9,655,000
Total All Funds	\$9,168,400	\$15,276,053	\$19,985,700	10,817,300

GENERAL FUND EXPENDITURES	Budget		Budget	(Decrease)
05110 CITY COUNCIL				
51110 REGULAR SALARIES	95,000	55,417	95,000	
51200 FICA/MEDICARE	8,000	4,239	8,000	
51210 GROUP INSURANCE	3,000	0	3,000	
51240 RETIREMENT	3,000	0	3,000	
51270 WORKERS COMP	2,000	0	2,000	
52105 UNIFORMS	1,000	178	1,000	
52120 PROFESSIONAL SERVICES	20,000	12,982	20,000	
52350 TRAVEL EXPENSE	0	23,003	25,000	25,000
52359 MAYOR TRAVEL EXPENSES	8,000	9,830	12,000	4,000
52370 EDUCATION & TRAINING	15,000	9,132	15,000	
52378 COUNCIL EDUCATION & TRAINING	0	0	0	
53100 OPERATING SUPPLIES	6,000	2,077	6,000	
53160 MAYOR EXPENSE	0	0	0	
53165 COUNCIL EXPENSE	0	0	0	
53168 COUNCIL ALLOWANCES	15,000	12,745	15,000	
53169 MAYOR ALLOWANCES	5,000	5,916	7,000	2,000
53170 COMMITTEE SUPPORT	2,500	0	2,500	
53175 CITY EVENTS	0	0	0	
53178 COUNCIL INITIATIVES	6,000	4,288	6,000	
Total City Council	189,500	139,807	220,500	31,000
05130 CITY MANAGER				
52121 CONTRACTUAL SVCS JACOBS	199,000	164,103	199,000	
52350 TRAVEL EXPENSE	500	0	500	
52360 DUES & FEES	500	0	500	
52370 EDUCATION & TRAINING	1,000	493	1,000	
53100 OPERATING SUPPLIES	1,000	838	1,000	
Total City Manager	202,000	165,434	202,000	
05131 CITY CLERK				
52112 ELECTIONS	50,000	0	50,000	
52121 CONTRACTUAL SVCS JACOBS	123,000	102,565	123,000	
52135 SOFTWARE/SERVICE CONTRACTS	5,000	0	5,000	
52330 ADVERTISING	5,000	4,908	6,000	1,000
52350 TRAVEL EXPENSE	250	0	250	
52360 DUES & FEES	400	0	400	
52370 EDUCATION & TRAINING	1,000	275	1,000	
53100 OPERATING SUPPLIES	1,000	1,731	3,000	2,000
53101 POSTAGE	0	65	200	200
54240 COMPUTER/SOFTWARE	15,000	4,900	15,000	
Total City Clerk	200,650	114,444	203,850	3,200
05135 PUBLIC WORKS				
51300 TECHNICAL SERVICES	15,000	0	15,000	
52120 PROFESSIONAL SERVICES	579,000	1,500	579,000	
52121 CONTRACTUAL SVCS JACOBS	305,000	254,360	305,000	
52330 ADVERTISING	6,000	4,750	6,000	
52350 TRAVEL EXPENSE	4,000	710	4,000	
52360 DUES & FEES	4,250	0	0	-4,250
52370 EDUCATION & TRAINING	4,750	1,405	4,750	
53100 OPERATING SUPPLIES	4,250	1,596	4,250	
54140 TRANS INFRASTRUCTURE LMIG	0	536,511	535,000	535,000
Total Public Works	922,250	800,832	1,453,000	530,750

GENERAL FUND EXPENDITURES	2019 Adopted Budget	2019 YTD 83%	2019 Amended Budget	Increase (Decrease)
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05136 PUBLIC SAFETY				
52120 PROFESSIONAL SERVICES	24,000	0	24,000	
52370 EDUCATION & TRAINING	500	0	500	
53100 OPERATING SUPPLIES	500	0	500	
Total Public Safety	25,000	0	25,000	
05151 FINANCE ADMINISTRATION				
52110 AUDIT SERVICES	60,000	44,420	60,000	
52120 PROFESSIONAL SERVICES	120,000	42,831	120,000	
52121 CONTRACTUAL SVCS JACOBS	385,000	320,001	385,000	
52135 SOFTWARE/SERVICE CONTRACTS	20,000	2,670	20,000	
52350 TRAVEL EXPENSE	2,000	787	2,000	
52360 DUES & FEES	1,500	628	1,500	
52370 EDUCATION & TRAINING	3,000	1,640	3,000	
53100 OPERATING SUPPLIES	500	440	500	
54240 COMPUTER/SOFTWARE	25,000	4,280	25,000	
Total Finance Administration	617,000	417,697	617,000	
05153 LEGAL SERVICES DEPARTMENT				
52120 PROFESSIONAL SERVICES	20,000	0	20,000	
52122 ATTORNEY FEES/CITY ATTORNEY	300,000	370,116	550,000	250,000
52130 ATTORNEY FEES/OTHER	50,000	67,436	50,000	
Total Legal Services Department	370,000	437,552	620,000	250,000
05155 ECONOMIC DEVELOPMENT				
34120 FILM PERMITTING	5,000	0	5,000	
52120 PROFESSIONAL SERVICES	50,000	48,928	50,000	
52121 CONTRACTUAL SVCS JACOBS	128,000	106,667	128,000	
52132 MARKETING	15,000	17,912	15,000	
52360 DUES & FEES	2,000	25	2,000	
52370 EDUCATION & TRAINING	2,500	888	2,500	
52371 DEVELOPMENT AUTHORITY	12,000	177	12,000	
52372 LEGAL SVCS (DEVELOPMENT AUTH)	10,000	122	10,000	
52373 ECONOMIC DEVELOPMENT PLAN	100,000	0	100,000	
53100 OPERATING SUPPLIES	500	126	500	
Total Economic Development	325,000	174,845	325,000	
05156 FACILITIES & BLDG/ CITY HALL				
51300 TECHNICAL SERVICES	25,000	22,519	25,000	
52120 PROFESSIONAL SERVICES	1,000	350	1,000	
52200 REPAIRS & MAINTENANCE	2,500	1,552	2,500	
52210 SANITATION (RECYCLE/SHRED)	2,000	0	2,000	
52301 REAL ESTATE RENTS/LEASES	205,000	191,703	260,000	55,000
53102 PEST CONTROL	1,500	260	1,500	
53123 ELECTRICITY	30,000	16,138	30,000	
53161 SMALL EQUIPMENT	2,500	0	2,500	
54130 BUILDINGS & IMPROVEMENTS	20,000	579	20,000	
54230 FURNITURE AND FIXTURES	10,000	2,639	10,000	
54250 OTHER EQUIPMENT	2,500	111	2,500	
Total Facilities & Bldg/ City Hall	302,000	235,851	357,000	55,000

	2019 Adopted	2019 YTD 83%	2019 Amended	Increase
GENERAL FUND EXPENDITURES	Budget	Budget	Budget	(Decrease)

05157 COMMUNICATIONS				
52120 PROFESSIONAL SERVICES	25,000	10,056	25,000	
52121 CONTRACTUAL SVCS JACOBS	325,000	270,770	325,000	
52340 PRINTING	500	587	500	
52370 EDUCATION & TRAINING	1,500	0	1,500	
53100 OPERATING SUPPLIES	1,000	656	1,000	
53161 SMALL EQUIPMENT	5,000	1,399	5,000	
54250 OTHER EQUIPMENT	2,000	497	2,000	
Total Communications	360,000	283,965	360,000	
05158 IT/GIS				
52120 PROFESSIONAL SERVICES	10,000	1,504	10,000	
52121 CONTRACTUAL SVCS JACOBS	350,000	287,181	350,000	
52135 SOFTWARE/SERVICE CONTRACTS	11,000	19,522	25,000	14,000
53100 OPERATING SUPPLIES	6,000	123	6,000	
53161 SMALL EQUIPMENT	12,000	16,098	18,000	6,000
54240 COMPUTER/SOFTWARE	18,000	16,360	18,000	
54250 OTHER EQUIPMENT	4,000	1,192	4,000	
Total It/Gis	411,000	341,980	431,000	20,000
05159 GENERAL OPERATIONS				
52120 PROFESSIONAL SERVICES	15,000	0	15,000	
52121 CONTRACTUAL SVCS JACOBS	105,000	86,154	105,000	
52135 SOFTWARE/SERVICE CONTRACTS	20,000	0	20,000	
52200 REPAIRS & MAINTENANCE	2,000	80	2,000	
52232 EQUIPMENT LEASE	20,000	22,700	25,000	5,000
52310 GENERAL LIABILITY INSURANCE	25,000	20,883	25,000	
52340 PRINTING	5,000	2,309	5,000	
52360 DUES & FEES	15,500	50,434	55,000	39,500
52361 BANK FEES	2,000	937	2,000	
52370 EDUCATION & TRAINING	500	0	500	
53100 OPERATING SUPPLIES	20,000	29,804	30,000	10,000
53101 POSTAGE	8,500	2,371	8,500	
53103 OFFICE SUPPLIES	0	60	100	100
53105 INTERNET/PHONES	33,000	21,272	33,000	
53161 SMALL EQUIPMENT	3,000	0	3,000	
54230 FURNITURE AND FIXTURES	5,000	0	5,000	
54231 SIGNS	2,000	0	2,000	
54240 COMPUTER/SOFTWARE	40,000	19,530	40,000	
54250 OTHER EQUIPMENT	2,500	840	2,500	
Total General Operations	324,000	257,374	378,600	54,600
05160 MUNICIPAL COURT				
52120 PROFESSIONAL SERVICES	20,000	12,427	20,000	
52121 CONTRACTUAL SVCS JACOBS	25,000	20,513	25,000	
52135 SOFTWARE/SERVICE CONTRACTS	2,000	844	2,000	
52140 SOLICITOR	25,000	26,983	30,000	5,000
52150 PUBLIC DEFENDER	1,000	0	1,000	
52160 PROBATION SERVICES	2,500	0	2,500	
52170 COURT CLERK	1,000	0	1,000	
52180 SECURITY	4,500	4,560	5,000	500
52351 ADMINISTRATION EXPENSES	3,000	2,497	3,000	
52370 EDUCATION & TRAINING	4,000	675	4,000	
54240 COMPUTER/SOFTWARE	2,000	724	2,000	
Total Municipal Court	90,000	69,223	95,500	5,500

GENERAL FUND EXPENDITURES	2019 Adopted Budget	2019 YTD 83%	2019 Amended Budget	Increase (Decrease)
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06210 PARKS

52105 UNIFORMS	1,000	406	1,000	
52120 PROFESSIONAL SERVICES	125,000	4,319	125,000	
52121 CONTRACTUAL SVCS JACOBS	450,000	369,232	450,000	
52135 SOFTWARE/SERVICE CONTRACTS	5,000	0	5,000	
52200 REPAIRS & MAINTENANCE	500,000	113,098	500,000	
52330 ADVERTISING	4,000	4,950	6,000	2,000
52360 DUES & FEES	1,000	475	1,000	
52370 EDUCATION & TRAINING	4,000	600	4,000	
53100 OPERATING SUPPLIES	50,000	40,119	50,000	
53124 UTILITIES	30,000	0	30,000	
53125 PARKS ACQUISITION	300,000	103,523	300,000	
53126 SUMMER PROGRAMS	100,000	0	100,000	
54240 COMPUTER/SOFTWARE	10,000	1,162	10,000	
Total Parks	1,580,000	637,884	1,582,000	2,000

07210 COMMUNITY DEVELOPMENT				
52105 UNIFORMS	1,000	59	1,000	
52120 PROFESSIONAL SERVICES	0	120	200	200
52121 CONTRACTUAL SVCS JACOBS	525,000	438,976	525,000	
52135 SOFTWARE/SERVICE CONTRACTS	8,000	25,500	30,000	22,000
52180 SECURITY	600	120	600	
52200 REPAIRS & MAINTENANCE	200	0	200	
52330 ADVERTISING	26,000	23,161	30,000	4,000
52340 PRINTING	4,000	808	4,000	
52360 DUES & FEES	200	52	200	
52370 EDUCATION & TRAINING	4,000	342	4,000	
53100 OPERATING SUPPLIES	2,000	614	2,000	
53161 SMALL EQUIPMENT	2,000	0	2,000	
54240 COMPUTER/SOFTWARE	10,000	4,000	10,000	
54250 OTHER EQUIPMENT	2,000	0	2,000	
Total Community Development	585,000	493,752	611,200	26,200

07220 BUSINESS DEVELOPMENT				
52120 PROFESSIONAL SERVICES	1,000	197	1,000	
52121 CONTRACTUAL SVCS JACOBS	112,000	90,257	112,000	
52132 MARKETING	24,000	45,906	50,000	26,000
52350 TRAVEL EXPENSE	2,000	0	2,000	
53100 OPERATING SUPPLIES	2,500	0	2,500	
Total Business Development	141,500	136,360	167,500	26,000

07330 COMMUNITY & CULTURAL AFFAIRS				
52121 CONTRACTUAL SVCS JACOBS	120,000	98,462	120,000	
52330 ADVERTISING	2,500	0	2,500	
52340 PRINTING	2,000	1,756	2,000	
52350 TRAVEL EXPENSE	500	128	500	
53100 OPERATING SUPPLIES	2,500	470	2,500	
53178 COUNCIL INITIATIVES	19,500	9,309	19,500	
Total Community & Cultural Affairs	147,000	110,125	147,000	

GENERAL FUND EXPENDITURES	2019 Adopted Budget	2019 YTD 83%	2019 Amended Budget	Increase (Decrease)
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08210 CODE ENFORCEMENT				
52105 UNIFORMS	2,500	1,511	2,500	
52121 CONTRACTUAL SVCS JACOBS	905,000	754,875	905,000	

52180 SECURITY	500	420	500	
52340 PRINTING	2,000	1,167	2,000	
52360 DUES & FEES	1,000	0	1,000	
52370 EDUCATION & TRAINING	2,000	0	2,000	
53100 OPERATING SUPPLIES	3,000	753	3,000	
53161 SMALL EQUIPMENT	2,200	0	2,200	
54250 OTHER EQUIPMENT	2,300	1,175	2,300	
Total Code Enforcement	920,500	759,901	920,500	
09210 BUILDING				
52105 UNIFORMS	2,500	802	2,500	
52120 PROFESSIONAL SERVICES	500	0	500	
52121 CONTRACTUAL SVCS JACOBS	890,000	738,465	890,000	
52135 SOFTWARE/SERVICE CONTRACTS	2,500	0	2,500	
52340 PRINTING	2,000	0	2,000	
52360 DUES & FEES	1,000	209	1,000	
52370 EDUCATION & TRAINING	2,000	0	2,000	
53100 OPERATING SUPPLIES	3,000	1,860	3,000	
54250 OTHER EQUIPMENT	2,500	0	2,500	
Total Building	906,000	741,336	906,000	
57902 RESERVE CONTINGENCY	550,000	\$0	104,250	(445,750)
Total General Fund Expenditures	\$9,168,400	\$6,318,362	\$9,726,900	558,500
HOTEL/MOTEL EXPENDITURES				
07500 ECONOMIC DEVELOPMENT				
61100 TRANSFER TO GENERAL FUND	0	288,981	360,000	360,000
75400 DISCOVER DEKALB	0	192,654	240,000	240,000
Total Hotel/Motel Fund Expenditures	\$0	\$481,635	\$600,000	600,000
RENTAL MOTOR VEHICLE FUND				
61100 TRANSFER TO GENERAL FUND	0	3,764	3,800	3,800
Total Rental Motor Vehicle Fund Expenditures	\$0	\$3,764	\$3,800	3,800
SPLOST EXPENDITURES				
52361 BANK FEES	0	212	0	
05135 PUBLIC WORKS				
54140 TRANS INFRASTRUCTURE IMPROVEME	5,364,000	2,450,180	4,200,000	(1,164,000)
05156 FACILITIES & BLDG/ CITY HALL				
54140 TRANS INFRASTRUCTURE IMPROVEME	1,080,000	18,750	5,100,000	4,020,000
06210 PARKS ADMINISTRATION				
54140 TRANS INFRASTRUCTURE IMPROVEME	756,000	2,500	355,000	(401,000)
Total Splost Expenditures	\$7,200,000	\$2,471,642	\$9,655,000	2,455,000
Total Expenditures All Funds	\$16,368,400	\$9,275,403	\$19,985,700	3,617,300



WORK SESSION AGENDA ITEM

SUBJECT: IGA EHOST Remaining Proceeds

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Work Session: 11/25/2019

SUBMITTED BY: Plez Joyner, Deputy City Manager

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Approve at the November 25, 2019 Meeting

**INTERGOVERNMENTAL AGREEMENT FOR THE DISTRIBUTION
OF EQUALIZED HOMESTEAD OPTION SALES TAX PROCEEDS**

THIS AGREEMENT for the distribution of Equalized Homestead Option Sales and Use Tax proceeds (the “Agreement”) is made and entered into this _____ day of _____, _____ by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter the “County”), and the City of Atlanta, the City of Avondale Estates, the City of Brookhaven, the City of Chamblee, the City of Clarkston, the City of Decatur, the City of Doraville, the City of Dunwoody, the City of Lithonia, the City of Pine Lake, the City of Stonecrest, the City of Stone Mountain, and the City of Tucker, municipal corporations of the State of Georgia (hereinafter collectively the “Municipalities” and, individually, as the context requires, “Municipality”).

WITNESSETH:

WHEREAS, the parties to this Agreement consist of the County and the Municipalities;

WHEREAS, the County and Municipalities are authorized to enter into this Agreement by Georgia law, specifically Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia;

WHEREAS, pursuant to O.C.G.A. § 48-8-109.1 *et seq.* (the “Act”), a referendum election was held in DeKalb County, Georgia on November 7, 2017 in which voters approved suspending the one percent Homestead Option Sales and Use Tax (“HOST”) and replacing the tax with a one percent Equalized Homestead Option Sales and Use Tax (“EHOST”), for the purpose of applying one-hundred percent of the proceeds collected from EHOST toward reducing ad valorem property tax millage rates within the County and Municipalities;

WHEREAS, pursuant to the Act, the State Revenue Commissioner of the Georgia Department of Revenue (“Revenue Commissioner”) must disburse EHOST proceeds to the County and Municipalities; first to reduce and eliminate if possible, county ad valorem property tax line items levied uniformly throughout the county on homestead properties; then, any remaining EHOST proceeds must be used to reduce homestead property taxes, at an equal and uniform rate, across both county millage rates levied only in unincorporated portions of the county on homestead properties and municipal millage rates levied in every municipality located either wholly or partially in the county on homestead properties;

WHEREAS, the County and Municipalities, having reviewed the applicable law, have agreed upon a specific method to request the Revenue Commissioner to disburse proceeds collected from EHOST and also agreed on a method to calculate the equalized homestead exemption applicable to county and municipal homestead property tax millage rates;

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

- (A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
- (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia; and
 - (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
 - (iii) This Agreement is a valid, binding, and enforceable obligation of the County.
- (B) Each of the Municipalities, on its own behalf, makes the following representations and warranties, which may be specifically relied upon by all parties as a basis for entering this Agreement:
- (i) The Municipality is a municipal corporation duly created and organized under the laws of the State of Georgia; and
 - (ii) The governing authority of the Municipality is duly authorized to execute, deliver and perform this Agreement; and
 - (iii) This Agreement is a valid, binding, and enforceable obligation of the Municipality; and
 - (iv) The Municipality is located in part or entirely within the geographic boundaries of the special tax district created in the County.
- (C) It is the intention of the County and Municipalities to comply in all applicable respects with O.C.G.A. § 48-8-109.1 *et seq.* and all provisions of this Agreement shall be construed in light of the applicable provisions found in O.C.G.A. § 48-8-109.1 *et seq.*
- (D) The County and Municipalities agree to maintain thorough and accurate records concerning their respective receipt and expenditure of EHOST proceeds.

Section 2. Conditions Precedent

The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the collection of the EHOST tax by the Revenue Commissioner and transferring same to the County and Municipalities in conformity with this Agreement and the applicable provisions of O.C.G.A. § 48-8-109.1 *et seq.*

Section 3. Definitions

- (A) Remaining Proceeds: the amount of EHOST proceeds disbursed by the Revenue Commissioner in the previous year remaining after rolling back and eliminating the millage rates for the County Hospital Fund and General Fund taxes in the current year.
- (B) Gross Homestead Digest: the total assessed value of all qualified homestead property located in DeKalb County.
- (C) Unincorporated Homestead Digest Percentage: the percentage of the Gross Homestead Digest applicable to unincorporated DeKalb County.
- (D) Municipal Homestead Digest Percentage: the percentage of the Gross Homestead Digest applicable to a Municipality.
- (E) Remaining Proceeds Credit: the Remaining Proceeds amount divided by the Gross Homestead Digest value for the current year.

Section 4. Distribution of EHOST Proceeds

- (A) The parties agree, in accordance with O.C.G.A. § 48-8-109.5, that EHOST proceeds collected by the Revenue Commissioner shall be disbursed as follows:
 - (i) One percent of EHOST proceeds shall be paid by the Revenue Commissioner into the general fund of the state treasury in order to defray the costs of administration.
 - (ii) After one percent of EHOST proceeds are subtracted to defray the cost of administration, the Revenue Commissioner shall disburse EHOST proceeds to the County. If in any given year there are Remaining Proceeds, the Revenue Commissioner shall disburse Remaining Proceeds to the County and Municipalities according to subsection (iv) below. If there are no Remaining Proceeds for any given year, the Revenue Commissioner shall disburse all EHOST proceeds to the County only.
 - (iii) In any year in which there are Remaining Proceeds, the County must provide written notification of such proceeds to the Revenue Commissioner and the Municipalities by no later than September 1st of the year. The County's notification must certify the following information:
 - (a) The amount of Remaining Proceeds for the current year.
 - (b) The Gross Homestead Digest value for the current year.
 - (c) The Unincorporated Homestead Digest Percentage and each Municipal Homestead Digest Percentage for the current year.
 - (d) Any Municipality that does not levy a municipal ad valorem property tax.

- (iv) If the Revenue Commissioner receives a notice of Remaining Proceeds from the County, the Revenue Commissioner shall disburse the Remaining Proceeds amount to the County and each Municipality according to the Unincorporated Homestead Digest Percentage and each respective Municipal Homestead Digest Percentage. Except, for any Municipality that does not levy a municipal ad valorem property tax, the Revenue Commissioner shall disburse such Municipality's respective share of the Remaining Proceeds to the County. All other EHOST proceeds for such years shall be disbursed to the County.

Section 5. Use of EHOST Proceeds

EHOST proceeds disbursed to the County and Municipalities shall be utilized as follows:

- (A) First, to roll back, and eliminate if possible, the millage rates for the County general and hospital tax funds.
- (B) Then, if there are Remaining Proceeds, the Remaining Proceeds Credit shall be applied to the millage rates for any county ad valorem property tax line items levied only in the unincorporated portions of the county on homestead properties, commonly referred to as the County Police and Designated Funds; and shall also be applied to the millage rates for any municipal ad valorem property tax line items levied in each individual municipality located wholly or partially in the county on homestead properties. For any Municipality that does not levy a municipal ad valorem property tax, the Remaining Proceeds Credit shall be applied to the millage rates for any county ad valorem property tax line items levied within the boundaries of the Municipality.

Section 6. Effective Date and Term of this Agreement

This Agreement shall commence upon the date of its execution and shall terminate on the date on which EHOST is no longer levied in DeKalb County or fifty (50) years from the date of its execution, whichever is earlier.

Section 7. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to the distribution and use of EHOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said EHOST taxes. No representation oral or written not incorporated in this Agreement shall be binding upon the County or the Municipalities.

Section 8. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the County and the Municipalities.

Section 9. Severability, Non-Waiver, Applicable Law, 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 provision of this Agreement require judicial interpretation, it is agreed that the arbitrator or 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.

Section 10. Compliance with Law

During the term of this Agreement, the County and each Municipality shall comply with all State law applicable to the use of EHOST proceeds, specifically O.C.G.A. § 48-8-109.1 *et seq.*

Section 11. Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- (A) Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$500,000, in which case the dispute shall be heard by a panel of three arbitrators. Where the claim is to be heard by single arbitrator, the arbitrator shall be selected pursuant to the list process provided for in the Commercial Arbitration Rules unless the parties to the arbitration are able to select an arbitrator independently by mutual agreement. The arbitrator shall be a lawyer with at least 10 years of active practice in commercial law and/or local government law. Where the claim is to be heard by a panel of three arbitrators, selection shall occur as follows. Within 15 days after the commencement of arbitration, the city or cities party to the arbitration shall select one person to act as arbitrator and the County shall select one person to act as an arbitrator. The two selected arbitrators shall then select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. This third arbitrator shall be a former judge in the State or Superior Courts of Georgia or a former federal district judge.

- (B) The arbitration shall be governed by the laws of the State of Georgia.
- (C) The standard provisions of the Commercial Rules shall apply.
- (D) Arbitrators will have the authority to allocate the costs of the arbitration process among the parties but will only have the authority to allocate attorneys' fees if a particular law permits them to do so, specifically including O.C.G.A. § 9-15-14.
- (E) The award of the arbitrators shall be accompanied by a written opinion that includes express findings of fact and conclusions of law.

Section 12. No Consent to Breach

No consent to or waiver of the right to enforce, express or implied, by any party to this Agreement, any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future right to enforce a breach of the same.

Section 13. 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.

[The Remainder of This Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

DEKALB COUNTY, GEORGIA

MICHAEL L. THURMOND
Chief Executive Officer (SEAL)

ATTEST:

BARBARA SANDERS-NORWOOD, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM AND
LEGAL VALIDITY:**

ZACHARY L. WILLIAMS
Chief Operating Officer

VIVIANE H. ERNSTES
County Attorney

**CITY OF ATLANTA,
GEORGIA**

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM AND
LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

**CITY OF AVONDALE ESTATES,
GEORGIA**

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM AND
LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF BROOKHAVEN, GEORGIA

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF CHAMBLEE, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF CLARKSTON, GEORGIA

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF DECATUR, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF DORAVILLE, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF DUNWOODY, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF LITHONIA, GEORGIA

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF PINE LAKE, GEORGIA

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

**CITY OF STONE MOUNTAIN,
GEORGIA**

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

CITY OF STONECREST, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

May 16, 2018

CITY OF TUCKER, GEORGIA

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney



WORK SESSION AGENDA ITEM

SUBJECT: IGA DeKalb CVB

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Work Session: 11/25/2019

SUBMITTED BY: Julian Jackson and Clarence Boone

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

**AGREEMENT BETWEEN
CITY OF STONECREST, GEORGIA, AND
DEKALB CONVENTION & VISITORS BUREAU, INC.**

THIS AGREEMENT by and between the City of Stonecrest, Georgia, a political subdivision of the State of Georgia, acting by and through its duly elected City Council (hereinafter sometimes referred to as the "City"), and the DeKalb Convention & Visitors Bureau, Inc., a non-profit corporation, chartered in the State of Georgia, acting by and through its duly elected Board of Directors (hereinafter sometimes referred to as "Corporation").

W I T N E S S E T H:

WHEREAS, the City Council of the City of Stonecrest, Georgia, has levied a tax of 5% pursuant to the provisions of O.C.G.A. § 48-13-51(a)(3) (the "Tax"); and

WHEREAS, the provisions of O.C.G.A. § 48-13-51(a)(3) requires that the amount of the Tax in excess of 3% (the "Expenditures") be expended for certain purposes stated therein, including but not limited to, promoting tourism, conventions, and trade shows; and

WHEREAS, the provisions of O.C.G.A. § 48-13-51(a)(3) further require that the Expenditures be made only through a contract or contracts with certain entities stated therein, including but not limited to, destination marketing organizations and private sector nonprofit organizations; and

WHEREAS, the Corporation is a destination marketing organization and a private sector nonprofit organization as defined in O.C.G.A. § 48-13-50.2(1) and (3) and meets all other necessary and reasonable requirements to qualify as an appropriate entity to make the Expenditures of the Tax; and

WHEREAS, the Corporation has covenanted and agreed that it shall make the Expenditures of the Tax in accordance with an established budget of the funds (the "Budgeted Funds") which budget and any amendments or modifications thereof shall be subject to the prior approval of the City.

NOW, THEREFORE, for and in consideration of the mutual obligations herein assumed, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I.

City hereby agrees that the Corporation shall make Expenditures of the Tax in the amounts approved by the City as Budgeted Funds, and the Corporation hereby agrees to receive and make the Expenditures of the Tax in accordance with the terms and conditions hereinafter set forth. The general nature of the Corporation's activities shall be as set forth in Exhibit A attached hereto and incorporated herein by this reference.

II.

No later than August 1, 2017 and each December 1 thereafter during the term of this Agreement, Corporation agrees to submit a budget acceptable to the City showing the planned expenditure of any funds to be received from the City and to maintain accurate records of the expenditure and disposition of such funds, such records to be maintained in accordance with

generally accepted accounting principles and in accordance with the requirements of O.C.G.A. § 48-13-51(a)(9). All such records will be made available for inspection and audit by the City, upon its request.

III.

Corporation shall be responsible from the time of signing this Agreement, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from its work or the work of any subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them, to persons or property, including employees and property of the City. Corporation shall exonerate, indemnify, and save harmless the City from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with its performance of this Agreement or the work of any subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them or by conditions created thereby or arising out of or in any way connected with work performed under this Agreement and shall assume and pay for, without cost to the City, the defense of any and all claims, litigation, and actions based on, or arising out of, any act or omission of Corporation, or any subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The Corporation expressly agrees to defend against any claims brought or actions filed against the City where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

IV.

Corporation shall furnish the following to the City:

- A. Certificates of Insurance from companies doing business in Georgia and acceptable to City covering:
 - 1. Statutory Workers' Compensation Insurance, or proof that Corporation is not required to provide such coverage under state law.
 - 2. Comprehensive Liability Insurance covering all operations and automobiles:
 - a. With limit of \$300,000 for each occurrence of bodily injury - general liability coverage, and with limits of \$100,000 for each person and \$300,000 for each occurrence - automobile liability coverage.
 - b. With limit of \$100,000 for each occurrence of property damage - general liability coverage and automobile liability coverage.

- c. "Umbrella" or "Excess" coverage cannot be used to reach the limits stated in subparagraphs "a" and "b" above.

B. Certificates of Insurance must be executed in accordance with the following provisions:

- 1. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- 2. Certificates to contain the locations and operations to which the insurance applies;
- 3. Certificates to contain Corporation's protective coverage for any Subcontractor's operations;
- 4. Certificates to contain Corporation's contractual insurance coverage;
- 5. Certificates are to be issued to:

City of Stonecrest, Georgia
3120 Stonecrest Blvd
Stonecrest, GA 30038

- 6. Certificates referred to in subparagraph "5." above must be mailed to:

City of Stonecrest, Georgia
3120 Stonecrest Blvd
Stonecrest, GA 30038

C. Corporation shall be wholly responsible for obtaining certificates of insurance showing coverage as set forth above for all Subcontractors who are engaged in work covered by this Agreement.

D. Corporation agrees to carry statutory Workers' Compensation Insurance and to have all Subcontractors likewise carry statutory Workers' Compensation Insurance, or provide proof that such coverage is not required under state law.

V.

The City agrees that it will pay to Corporation an amount equal to the Tax collected in excess of 3%. Corporation will be paid within fifteen (15) calendar days following the end of the

month in which the money is collected. The City will retain an administrative charge of three percent (3%) of each total monthly payment. Any penalties assessed against hotel-motels for late payment of the Tax will be retained by the City.

VI.

With respect to the revenues anticipated to be received by the Corporation from DeKalb County and from the cities of Tucker, Doraville, Chamblee, ~~Dunwoody~~^{Lawrenceville}, Stonecrest, and Brookhaven, Corporation agrees to expend such revenues in an equitable fashion and within the purpose and intent of O.C.G.A. § 48-13-50, et. seq., to promote, attract, stimulate, and develop conventions, tourism, and trade shows in the county and municipalities in accordance with the revenues received from each such jurisdiction.

VII.

The City designates its City Manager as its point of contact, coordinator, and liaison person with Corporation in the execution of the terms of this Agreement.

VIII.

Subject to Paragraph X below, this Agreement may be modified or amended by mutual agreement of the parties; provided, however, that no waiver, modification, or amendment of any term, condition, or provision of this Agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies, and properly executed by the parties' authorized representatives. Renewal of this Agreement may be accomplished through the process of amendment or modification of any of the terms of this Agreement as provided for herein.

VIII.

Subject to Paragraph X below, this Agreement may be terminated with or without cause by either party hereto by the giving of ninety (90) days prior written notice of such termination.

IX.

This Agreement will remain in effect from April 1, 2017 until midnight of December 31, 2017, unless it shall sooner have been terminated, modified, or amended in the manner set forth in it. Thereafter, this Agreement shall be automatically renewed on January 1 of each succeeding calendar year during which the Tax is collected by the City unless a party to it delivers written notice to the other party of such party's intent not to renew this Agreement at least ninety (90) days prior to the end of a calendar year. Except to the extent specifically agreed upon by the parties, any modification or termination of this Agreement in the manner set forth above or any other modification or termination of this Agreement for whatever cause or under whatever circumstances, shall not relieve or impair the obligations of either party arising prior to the effective date of any such modification or termination. Without limiting the generality of the foregoing, the provisions of Paragraphs I, II, III, V, and VI of this Agreement shall survive its termination until the accomplishment of all the requirements imposed by those paragraphs existing as of the date of termination of this Agreement. By way of illustration, the Corporation shall continue to be obligated to devote any and all non-expended funds received from the City, and not returned to the City in accordance with the provisions of this Agreement, for the

purposes provided in this Agreement and the City shall continue to be obligated to advance funds under Paragraph V of this Agreement for the payment of actual costs incurred or committed to by Corporation prior to the termination of this Agreement.

X.

This Agreement shall be executed in an original and two (2) copies, any one of which may be used for any purpose for which the original may be used.

XI.

For the purposes of this Agreement, any notices required to be sent to the parties to it shall be mailed to the following respective addresses:

CORPORATION

DeKalb Convention & Visitors
Bureau, Inc.
1957 Lakeside Parkway, Suite 510
Tucker, Georgia 30084

CITY

City of Stonecrest
3120 Stonecrest Blvd
Stonecrest, GA 30038
Attention: Mayor

XII.

It is the intent of the parties that nothing contained in this Agreement shall be interpreted to assign to Corporation any status under this Agreement other than that of an independent contractor.

XIII.

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action based on, or arising out of, this Agreement shall be brought in the Courts of DeKalb County, Georgia.

XIV.

The parties agree that the validity and interpretation of, and all rights and obligations created by, this Agreement shall be governed, controlled, and defined by and under the laws of the State of Georgia.

The parties hereto have affixed their hands and seals this 21st day of August, 2017.

[Signature page follows]

DEKALB CONVENTION & VISITORS
BUREAU, INC.

BY: James Simons
President

ATTEST:

Kathryn H. Johnson
Secretary

(SEAL)

CITY OF STONECREST

BY: Paul W. King
Title: Mayor

ATTEST:

Dhenda B. James
City Clerk

(SEAL)

APPROVED AS TO FORM:

Ilkum
City Attorney

EXHIBIT A

PURPOSE AND NATURE OF AGREEMENT

City Purpose. The City wishes to promote tourism, conventions, and trade shows and wishes to advertise, promote, and encourage the use of all facilities and businesses relating to convention, tourism, and trade shows, both public and private within the City, thereby increasing the City's revenue and creating employment opportunities within the City.

Corporation Purpose. The Corporation is a nonprofit organization under the Georgia Nonprofit Corporation Code and has been recognized as exempt from income taxation under Section 501(c)(6) of the Internal Revenue Code. Through its activities, it is anticipated that the Corporation will plan, conduct, or participate in programs of information and publicity designed to attract or advertise tourism, conventions, or trade shows to and within the City. Such activities are expected to be broad-based and to benefit a wide range of businesses and are not to benefit the City's government per se. Such activities are related to and consistent with the performance of the Corporation's tax exempt activities.

Nature of Expenditures. It is understood and agreed that the Expenditures are to be made by the Corporation in strict compliance with the provisions of O.C.G.A. § 48-13-50, et seq., and for the purpose of promoting conventions, tourism, and trade shows within the City. The activities of the Corporation under this Agreement do not constitute the rendition of services to the City, but rather the Agreement constitutes the specified manner of compliance with the above statute for the levying of the Tax and the making of the Expenditures.

Intentions of the Parties. It is the understanding of the parties that the Hotel/Motel tax funds when received by the Corporation will not be taxable income under either the United States Internal Revenue Code or the Income Tax Code of the State of Georgia. The Corporation agrees to notify the Internal Revenue Service and the Georgia Department of Revenue (if necessary) of this agreement and to seek confirmation of this understanding. If necessary, the parties agree to amend and modify this agreement in order to preserve the tax exempt status of the Corporation and the tax exempt status of the funds covered by this agreement.

STATEMENT OF SERVICES

Corporation agrees to operate a convention and visitors bureau which will enable DeKalb County, the cities within DeKalb County, and the hotels and motels therein to market the county as a destination for specific inbound groups, increase the occupancy rate of hotel and motel rooms, and promote the development of facilities designed to enhance the growth of the travel, tourism, convention, and trade show industry in DeKalb County and its cities. Corporation shall also perform the following:

1. Corporation will hire and direct staff members whose duties will include the following:
 - a. Develop and implement marketing plans for convention, tourism, and trade show sales.

- b. Produce and distribute publications in support of facilities and attractions in the City, DeKalb County, and its other cities.
 - c. Implement a tourism program to increase tourist visitation and spending in the City, DeKalb County, and its other cities.
 - d. Make contact with meeting planners and other groups to provide them with information about facilities located in the City, DeKalb County, and its other cities that are available to host their events and make appropriate referrals of such groups to such facilities.
2. Corporation will require and assure performance of its Annual Marketing Plan, which is on file with the Corporation and which is incorporated herein by this reference.
 3. Corporation will (a) submit monthly programmatic and financial progress reports indicating its accomplishment of the above to the City not later than the 15th day of each month for the preceding month and (b) report its accomplishment of the above in the Corporation's annual report and provide copies of all such publications to designated City personnel and to the City Council.
 4. Corporation will use its best efforts to ensure that all funds received under this Agreement are expended for the purposes set forth in this Agreement.

* * * *