



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

Council Member Tammy Grimes – District 5

CITY COUNCIL MEETING AGENDA

VIRTUAL MEETING

May 11, 2020

7:00 p.m.

- I. CALL TO ORDER:** Mayor Jason Lary
- II. ROLL CALL:** Megan Reid, City Clerk
- III. INVOCATION**
- IV. PLEDGE OF ALLEGIANCE**
- V. APPROVAL OF THE COUNCIL AGENDA**
- VI. MINUTES:**
 - a. Approval of the April 27, 2020 City Council Meeting Minutes
- VII. PRESENTATIONS:**
- VIII. APPOINTMENTS:**
- IX. PUBLIC COMMENTS**

(since this meeting will be conducted virtually, the public comments received via email in advance of the meeting will be read into the minutes by the City Clerk)
- X. PUBLIC HEARINGS:**
 - a. Purchase Sales Agreement for Trammel Crow Road Development in Lithonia Industrial Park

(since this meeting will be conducted virtually, only those public hearing comments received via email in advance of the meeting will be read by the City Clerk)

XI. NEW BUSINESS:

- a. Purchase Sales Agreement (PSA) for Trammel Crow Road Development in Lithonia Industrial Park

XII. OLD BUSINESS:

- a. Contract for External Auditing Services for FY 2019
- b. Contract for Internal Auditing Services for FY 2020
- c. Stonecrest Annexation Plan
- d. Strategic Revenue Enhancement & Development Proposal from Fincher Denmark LLC
- e. Transportation Master Plan
 - i. Transportation Summit Update
- f. City of Stonecrest State of Emergency for City Employees and Facilities (expires on May 11, 2020)

XIII. EXECUTIVE SESSION:

WHEN AN EXECUTIVE SESSION IS REQUIRED, ONE WILL BE CALLED FOR THE FOLLOWING ISSUES: 1) PERSONNEL, 2) LITIGATION, 3) REAL ESTATE

XIV. CITY MANAGER COMMENTS

XV. CITY ATTORNEY COMMENTS

XVI. MAYOR AND COUNCIL COMMENTS

XVII. 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.

VI. MINUTES:

- a. Approval of the April 27, 2020 City Council Meeting Minutes



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

Tammy Grimes – District 5

CITY COUNCIL MEETING MINUTES

April 27, 2020

7:00 p.m.

Virtual Meeting Available to the Public via YouTube Live

I. CALL TO ORDER: Mayor Jason Lary

II. ROLL CALL: All members present.

III. INVOCATION: Invocation was led by Council Member Rob Turner.

IV. PLEDGE OF ALLEGIANCE

V. APPROVAL OF THE COUNCIL AGENDA:

Motion 1- was made by Council Member Rob Turner to approve the agenda and was seconded by Council Member George Turner.

Motion passed unanimously.

VI. MINUTES:

a. March 9, 2020 Minutes Special Called Meeting Minutes

Motion 2- was made by Council Member George Turner to approve the March 9, 2020 Minutes and was seconded by Council Member Jimmy Clanton.

Motion passed unanimously.

b. April 6, 2020 Special Called Meeting Minutes

Motion 3- was made by Council Member Rob Turner to approve the minutes from April 6, 2020 and was seconded by Council Member George Turner.

Motion passed unanimously.

c. April 13, 2020 City Council Minutes

Motion 4- was made by Council Member George Turner to approve the minutes from April 13, 2020 and was seconded by Council Member Jimmy Clanton.

Motion passed unanimously.

d. April 22, 2020 Special Called Meeting Minutes

Motion 5- was made by Council Member Rob Turner to approve the minutes from April 22, 2020 and was seconded by Council Member George Turner.

Motion passed unanimously.

VII. PRESENTATIONS:

- a. Rhonda Taylor- Candidate for GA State House District 91
- b. Dr. Cynthia Elliott- Coronavirus COVID-19 Update

VIII. APPOINTMENTS:

- a. None

IX. PUBLIC COMMENTS

Dave Marcus- Submitted via email to City Clerk Megan Reid and read aloud by City Clerk Megan Reid during the meeting

X. PUBLIC HEARING

None.

XI. NEW BUSINESS

- a. **Letter of Intent for Trammel Crow Development in Lithonia Industrial Park**
Council Discussed this and will make a decision at the next meeting on May 11, 2020.
- b. **RFP for External Auditing Services for FY 2019**
Council discussed and will execute a contract at the next meeting on May 11, 2020
- c. **RFP for Internal Auditing Services for FY 2020**
Council discussed and will execute a contract at the next meeting on May 11, 2020

- d. **Hiring of Finance Director per City Budget**
Council discussed hiring a Finance Director and came to a consensus to discuss at a later meeting with Wayne Wright, Regional Business Manager, Operations Management and Facilities Services from Jacobs Engineering Inc.
- e. **Hiring of Procurement Officer per City Budget**
Council discussed hiring a Procurement Officer and came to a consensus to discuss at a later meeting with Wayne Wright, Regional Business Manager, Operations Management and Facilities Services from Jacobs Engineering Inc.
- f. **Revenue Retrieval & Enhancement Proposal from Fincher Denmark LLC**
Presentation made by Marshall Mitchell, Fincher and Denmark LLC, and Council discussed agreeing to a contract at the next Meeting on May 11, 2020.

XII. OLD BUSINESS

- a. Transportation Master Plan
 - i. Project Update
 - ii. Transportation Summit
 Council listened to the update and presentation.
- b. City of Stonecrest State of Emergency
(ends on May 11, 2020)

Mayor Lary and Plez Joyner, Deputy City Manager, addressed the council and reassured them that the City Hall ordered face masks, gloves, thermometers, and sanitizer. At this point there is not an official date for City Hall to reopen.

EXECUTIVE SESSION

None.

XIII. CITY MANAGER UPDATE

Deputy City Manager Plez Joyner- Thanked everyone for another great virtual meeting. Stated that Stonecrest Cares delivered 5000 masks to Hillandale Hospital along with Council Member Rob Turner, Council Member Jimmy Clanton and Mayor Lary. Planning on delivering more to first responders and some retail establishments. Thanked Iris Settle and Lillian Lowe for organizing Stonecrest Cares.

XIV. CITY ATTORNEY

None.

XV. MAYOR AND COUNCIL UPDATES

Council Member Jimmy Clanton- None

Council Member Rob Turner- Virtual Meeting for the Film Committee was a success and thanked Adrion Bell, Communications Director for setting up the meeting and thanked Myor Lary, Council Member Jazzmin Cobble and Clarence Boone, Economic Development Director for attending the meeting.

Council Member Jazzmin Cobble- Reiterated Council Member Rob Turners comments regarding the Film Committee Meeting. Thanked Dr. Elliott for her presentation on COVID-19 and advised everyone to remain safe.

Council Member George Turner- Virtual Town Hall Meeting to discuss 2020 Census Meeting on May 7 at 6:30pm.

Council Member Tammy Grimes- Is collecting masks to distribute along with Delta Sigma Theta to distribute at the Traditions Nursing Home. Please notify her if you can donate.

Mayor Jason Lary- Thanked On Common Ground for keeping the citizens up to date on the news in the City. Also thanked all the hard work of Stonecrest Cares

XVI. ADJOURNMENT

Motion 6- was made by Council Member Jazzmin Cobble to adjourn and was seconded by Council Member George Turner.

Motion passed unanimously.

Read and adopted in the regular meeting of the City Council held on this _____ day of _____, 2020.

Mayor Jason Lary

ATTEST:

Megan P. Reid, City Clerk

XI. NEW BUSINESS:

a. Purchase Sales Agreement (PSA) for Trammel Crow Road Development in Lithonia Industrial Park

**AGREEMENT FOR THE PURCHASE
AND
SALE OF REAL PROPERTY**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into as of _____, 2020 ("Effective Date"), by and between TC Stonecrest Venture, LLC, a Delaware limited liability company (hereinafter referred to as "Seller") and the City of Stonecrest, Georgia, a municipal association validly organized and existing under the laws of the State of Georgia (hereinafter referred to as "Buyer" or "City");

WITNESSETH:

WHEREAS, Seller is under contract to purchase on or about March , 2020, certain unimproved real property located in the City of Stonecrest, DeKalb County, Georgia which property includes the property depicted on project drawing attached hereto as **Exhibit 1** (the "Land") (and which, together with any and all improvements thereon, including the Roadway Improvements described below, all appurtenances thereto, and all other rights described in this Agreement, less and except the "Easement" as defined below, is referred to as the "Property"), and which **Exhibit 1** shall be amended to reflect the updated and correct legal description prepared as part of the Survey discussed in Section 3.2 below at such time as said Survey is completed;

WHEREAS, the parties hereto desire to enter into an Agreement providing for the purchase and sale of the Property as described above and of reducing that Agreement to writing;

WHEREAS, the City has determined that it is the best interest of the City and its residents that the City own the Property, so as to encourage the development of the Land and the adjacent real properties.

WHEREAS, Seller desires to build the Roadway Improvements on the Land to standards acceptable to the City as described in **Exhibit 2** (the "Road Standards") which Roadway Improvements will be located approximately as shown on **Exhibit 3** which is attached hereto and incorporated herein;

WHEREAS, the City wishes to purchase the Property;

WHEREAS, the parties hereto desire to enter into an Agreement providing for the purchase and sale of the Property as described above and of reducing that Agreement to writing;

WHEREAS, the City was created by Senate Bill 208, passed in the Georgia General Assembly during the 2016 Session and subsequently confirmed by referendum;

WHEREAS, Section 1.03(b)(42) of the City Charter grants the City the power to exercise and enjoy all other powers, functions and rights necessary or desirable to promote the general welfare of the City and its inhabitants;

WHEREAS, O.C.G.A. § 48-8-110 et seq. (the "Act"), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST") for the use and benefit of the County and qualified municipalities within the County;

WHEREAS, pursuant to the Act, a tax authorized under this part which is submitted to the voters for approval in connection with an equalized homestead option sales tax pursuant to [**Part 2 of Article 2A**] is to be used for transportation purposes which shall include roads, bridges, public transit, rails, airports, buses, seaports, and including without limitation road, street, and bridge purposes pursuant to paragraph (1) of subsection (b) of O.C.G.A. 48-8-121;

WHEREAS, pursuant to O.C.G.A. § 48- 8- 109.2, the referendum election to determine whether to impose an EHOST must be held in conjunction with the referendum election to approve a SPLOST, and unless both sales and use taxes are approved, neither shall become effective and HOST will continue without interruption;

WHEREAS, on September 15, 2017, the Governing Authority of DeKalb County, Georgia (the "County") passed a resolution wherein it suspended HOST and imposed an EHOST to apply 100% of the proceeds collected from the tax to reduce ad valorem property tax millage rates; and further imposed a one percent SPLOST in a special district made up of the County to raise approximately \$ 636, 762, 352 over six (6) years for the purpose of funding certain County and Municipal capital outlay projects (the "2017 SPLOST");

WHEREAS, pursuant to O.C.G.A. § 32-3-3 the City is authorized to acquire the Property from Seller, and the City and Seller desire to ensure the continuity of SPLOST funded projects within the City;

WHEREAS, the City desires to purchase the Property owned by Seller with respect to transportation projects (the "Projects") to be developed by the City funded through proceeds of the Special Purpose Local Option Sales Tax ("SPLOST") approved by the voters of the City and the County on November, 2017; and

WHEREAS, the City Council by Resolution 2020 RES-___ dated _____ 2020 voted to purchase the Property from Seller and authorized the relevant City officials to consummate the transaction described in this Agreement.

NOW THEREFORE, FOR AND IN CONSIDERATION of the covenants, agreements, premises and TEN and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto intending to be legally bound hereby, do covenant and agree as follows:

1. PURCHASE AND SALE. By execution of this Agreement, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase the Property. Buyer and Seller agree that the description of the Property attached hereto as **Exhibit 1**, shall be sufficient to make this a legally valid and binding contract and shall be amended pursuant to the legal description from the Survey (as defined in Section 3.2 below) for the Limited Warranty Deed at Closing.

2. PURCHASE PRICE; EARNEST MONEY.

2.1. The purchase price ("Purchase Price") for the conveyance of the Property to be paid by Buyer to Seller shall be the fixed sum of Two Million Dollars and No/100 cents (\$2,000,000.00). The Purchase Price for the Property will be paid to Seller at Closing.

2.2. At the time of the completed execution of this Agreement by Buyer and Seller, Buyer shall deposit with Escrow Agent One Thousand and 00/100 Dollars (US \$1,000.00) (the "Earnest Money") to be held by Escrow Agent in escrow and applied in accordance with the terms set forth below. _____ shall serve as Escrow Agent for purposes of this Agreement. The Earnest Money shall be applied as a part payment of the Purchase Price of the Property in accordance with Section 2.1 above or otherwise disbursed in accordance with the terms hereof. In the event the purchase of the Property is not closed for any reason except for Buyer's default, Seller shall retain One Hundred and No/100 Dollars (US \$100.00) of the Earnest Money as consideration for this Agreement and the remainder of the Earnest Money shall be returned to Buyer. Furthermore, should this Agreement be terminated by Buyer, for any reason authorized herein, Seller shall retain One Hundred and No/100 Dollars (US \$100.00) of the Earnest Money as consideration for this Agreement and the remainder of the Earnest Money shall be returned to Buyer.

3. WARRANTY OF TITLE; TITLE EXAMINATION; SURVEY.

3.1. Seller hereby represents and warrants to Buyer that upon Seller's acquisition of the Land, record title to the Land will be vested in the name of Seller and the Seller will be the record owner of fee simple title to the Land. Seller shall convey good and marketable fee simple title to the Land to Buyer pursuant to a recordable Limited Warranty Deed. "Good and marketable fee simple title", as used herein, shall mean ownership which, when acquired by Buyer, will be insurable by First American Title Insurance Company or another national title insurance company (the "Title Company"), under a standard title insurance policy at standard rates and is free and clear of all liens, encumbrances, except for: (i) ad valorem taxes and special assessments not yet due and payable with respect to the Land, (ii) zoning ordinance, if any, affecting the Land; (iii) easements for the installation or maintenance of public utilities located within the Land, (iv) the title exceptions listed on **Exhibit 3.1** attached hereto, (v) title encumbrances which do not adversely affect the use of the Land as a roadway, (vi) all matters on the public record, (vii) all matters disclosed on the Survey, and (viii) such other survey or title matters as expressly permitted by Buyer in writing or deemed waived pursuant to this Agreement (collectively "Permitted Exceptions").

3.2. On or before Closing, Seller shall have prepared, at Seller's expense, an accurate survey of the Land by a surveyor registered and licensed under the laws of the State of Georgia selected by Buyer who is reasonably acceptable to Seller (hereinafter referred to as the "Survey"). The Survey shall be certified to Buyer and such other parties as Buyer may request and shall depict the metes and bounds of the Land and the improvements constructed on the Land including the Roadway Improvements. Upon completion of the Survey, Seller shall deliver a copy of the Survey to Buyer.

3.3. Notwithstanding anything to the contrary herein, upon written notice to Seller, Seller shall evaluate and remove all mortgages, deeds to secure debt, liens, security interests and similar encumbrances of a monetary nature (the "Monetary Liens") unless Seller disputes the validity of such Monetary Liens (not including taxes not yet due and payable), in order for the Closing to occur. In the event that Seller fails to cure all the matters described in the immediately preceding sentence, whether those matters are disputed or otherwise, Buyer shall have the right to remove the Monetary Liens and deduct the cost of such removal from the Purchase Price payable at Closing or, if the cost to remove the Monetary Liens exceeds the Purchase Price, to terminate this Agreement and receive a refund of its Earnest Money. Seller acknowledges that the Monetary Liens do not and shall not constitute Permitted Exceptions hereunder.

4. ACCESS; INSPECTION.

4.1. Upon the execution of this Agreement and during the term hereof, up to and including the date of Closing (unless this Agreement is earlier terminated pursuant to other provisions of this Agreement), Buyer and its respective agents, employees, independent contractors, engineers, surveyors and other representatives shall have access to the Property for the purpose of inspecting the Property and confirming that the Roadway Improvements are being completed in accordance with the "Approved Plans." The "Roadway Improvements" and the "Approved Plans" are more particularly described in **Exhibit 4.1** attached hereto. Upon completion of the Roadway Improvements pursuant to the Approved Plans, Seller shall deliver a notice of such completion (the "Roadway Improvement Completion Notice") to Buyer which notice shall be accompanied by a certification from Buyer's engineer, _____, that the Roadway Improvements have been completed in all material respects in accordance with the Approved Plans. In order to minimize disruption of Seller's development of the Property and the adjacent property, Buyer shall coordinate its inspections through Seller or Seller's Agent. If Buyer wishes to engage in any testing that may damage any portion of the Property, Buyer shall obtain Seller's prior consent thereto, which shall not be unreasonably refused or delayed.

4.2. Seller has provided Buyer with a copy of its environmental assessment of the Property (the "Environmental Site Assessment") which Environmental Site Assessment has been reviewed and approved by Buyer. On or before Closing, Seller shall, at Seller's expense, obtain a reliance letter granting Buyer the right to rely on the Environmental Assessment following its acquisition of the Property. **[Note that in commissioning the ESA, the Buyer will need the ESA to be dated no more than 180 days before Closing.]**

5. EASEMENT OR ACCEPTANCE.

5.1. At closing, the Buyer shall grant Seller and all persons located on Seller's adjacent property, an easement of ingress and egress to Seller's adjacent property, which easement shall be approved by Seller, which easement approval shall not be unreasonably withheld, conditioned or delayed (the "Easement"), or accept by resolution the Road Improvements as a city street or road to be maintained and owned by the Buyer (the "Acceptance Resolution").

6. CLOSING AND POST-CLOSING.

6.1. Unless otherwise agreed in writing between Buyer and Seller, the closing ("Closing") of the purchase and sale of the Property shall be conducted as an escrow closing through the Escrow Agent on the date which is not more than ____ (__) days following Seller's delivery to Buyer of the Roadway Improvement Completion Notice (the "Closing Date"). The Closing shall occur by delivery or transmission of applicable closing documents by hand or overnight delivery to the Escrow Agent to be held in escrow by the Escrow Agent and not to be released until the consummation of the Closing on the date scheduled therefore in accordance with the terms of this Agreement. Buyer shall have the right to extend the Closing Date for one (1) period of thirty (30) calendar days by notifying Seller in writing thereof prior to the initial Closing Date. **[Same note as 4.2 above.]**

6.2. At Closing:

6.2.1. Buyer shall pay to Seller, subject to the adjustments and prorations hereinafter provided for, the Purchase Price.

6.2.2. Seller shall execute and deliver to Buyer a limited warranty deed in the form attached hereto as **Exhibit 6.2.2(a)** and incorporated herein by this reference (the "Limited Warranty Deed") conveying, in accordance with all applicable laws and ordinances, fee simple and marketable title to the Property using the legal description based upon the survey which shall be attached to the Limited Warranty Deed, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever except for the Permitted Exceptions, if any. Seller shall also deliver an affidavit of Seller's residence in the form of **Exhibit 6.2.2(c)** attached hereto and incorporated herein by this reference.

6.2.3. Seller shall assign and transfer to Buyer, to the extent assignable, all right, title and interest of Seller, if any, in and to any approvals, permits, entitlements, plans and plats associated with the Property. Seller shall cooperate with Buyer, prior to and after Closing as reasonably necessary, to effect the assignment and transfer contemplated hereby including, but not limited to, executing documentation required by a governmental authority.

6.2.4. Real property ad valorem taxes applicable to the Property for the calendar year in which the Closing occurs shall be prorated as of the date of the Closing between the Seller and the Buyer, and said proration will be based upon the most recently available tax information and valuation with respect to the Property or upon the actual tax bills if they have been prepared and issued. Buyer and Seller shall make adjustments between themselves post-Closing, if necessary, based on the actual tax bills for the Property, to correct the proration of taxes at Closing. Seller shall be responsible for all recapture, rollback, deferred and similar taxes, assessments or penalties resulting from any agricultural, conservation or other use classification, covenant or restriction (the "Tax Classification") affecting the Property which Tax Classification results in the Property being taxed and assessed at a lower value or rate. The aforesaid taxes, assessments and penalties shall be payable by Seller at Closing based upon the most recent information available from the office of applicable taxing authority. Buyer and Seller shall make

adjustments between themselves post-Closing, if necessary, based on the actual assessments for such taxes and penalties for the Property.

6.2.5. Seller shall be responsible for all charges or assessments incurred against the Property up to and including the date of Closing. Except as otherwise set forth herein, Buyer shall be responsible for all charges or assessments with respect to the Property arising after the date of Closing.

6.2.6. To the extent due and payable under applicable law, Seller shall pay for the State of Georgia transfer tax due and required to be paid in connection with the recording of the Limited Warranty Deed from Seller to Buyer. Buyer shall pay for its costs of Closing and for the recording fees incurred in connection with the recording of the Limited Warranty Deed from the Seller. Escrow and closing fees of any third party closing or Escrow Agent shall be paid by the Buyer. Each party shall bear its own attorney's fees.

6.2.7. Seller and Buyer shall execute and deliver such other documents and instruments as are helpful or necessary to evidence or effectuate the transactions contemplated hereby including, without limitation, an owner's affidavit to be executed by the Seller in the form attached hereto as **Exhibit 6.2.7** and incorporated herein by this reference, and any other instruments required by Buyer's title insurance company or necessary or helpful to consummate this transaction and to evidence the authority of Seller to convey the Property and the Buyer to acquire title to the Property.

7. CONTINGENCIES. This Agreement is contingent upon and subject to those matters specifically set forth hereinafter in this Section 7. Any contingencies specifically set forth hereinafter may be waived or otherwise removed from this Agreement by written notification from the party in whose favor such contingency is drawn to the other party hereto.

7.1. Notwithstanding anything to the contrary in this Agreement, Buyer shall not be obligated to consummate the transaction contemplated by this Agreement unless and until Seller has completed the Roadway Improvements and delivered the Roadway Improvements Completion Notice to Buyer.

7.2. Notwithstanding anything to the contrary in this Agreement, Buyer shall not be obligated to consummate the transaction contemplated by this Agreement unless and until Seller delivers the Limited Warranty Deed and other closing documentation that Seller is obligated to deliver pursuant to the provisions of this Agreement.

7.3. Notwithstanding anything to the contrary in this Agreement, Seller shall not be obligated to consummate the transaction contemplated by this Agreement unless and until Buyer delivers the Purchase Price, the Easement or the "Acceptance Resolution", defined in Section 5 above, and other closing documentation that Buyer is obligated to deliver pursuant to the provisions of this Agreement.

7.4 The Parties further agree that the obligations of the Buyer pursuant to this Agreement are conditioned upon the City's appropriation policy referenced in the City Charter.

[NEED A COPY OF THE CITY CHARTER REFERENCE TO THE APPROPRIATION'S POLICY AND A COPY OF THE APPROPRIATION POLICY ITSELF.]

8. ACKNOWLEDGEMENT. The Seller acknowledges that the source of the Buyer's funding is a part of the City's share of the revenue from the 2017 SPLOST and that such funding must be spent in accordance with the Act.

9. SELLER'S AND BUYER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

9.1. Seller hereby makes the following representations and warranties to Buyer. Seller shall remake the following representations and warranties to Buyer as of the date of Closing. The remaking of such representations and warranties as of the date of Closing shall be deemed made by Seller's acceptance of the Purchase Price and shall not require further evidence thereof. The preceding two (2) sentences shall survive Closing.

9.1.1. Seller has entered into the Underlying Contract for the purchase of property which includes the Land;

9.1.2. This Agreement constitutes a valid and binding obligation of the Seller and is enforceable against Seller in accordance with its terms;

9.1.3. The execution and delivery of all instruments and documents required hereunder to be obtained or authorized by the Seller in order to consummate this transaction have been or will be obtained and authorized as so required;

9.1.4. To Seller's knowledge, there are no actions, suits, claims, demands or proceedings of any kind or nature, legal or equitable, affecting the Property or any portion thereof;

9.1.5. To Seller's knowledge, there are no persons or entities who are in possession of the Property or who have any rights to acquire, possess, occupy or use the Property or have any rights or claims therein or thereto or for any portion thereof except as may appear of public record;

9.1.6. To Seller's knowledge, there are no outstanding state or federal tax liens, claims or demands against the Seller which constitute or will constitute a lien against the Property;

9.1.7. Seller has received no notification, written or otherwise, from any governmental agency, bureau or authority which pertains to or concerns the environmental condition of the Property;

9.1.8. To Seller's knowledge, without duty of inquiry, except as set forth on the Environmental Assessment, (i) there presently does not exist and there has never existed

on, above, or under the Property any Hazardous Materials (as hereinafter defined), and neither Seller, (ii) no part of the Property has ever been used as a manufacturing, storage or dump site for Hazardous Materials, (iii) no part of the Property is affected by any Hazardous Materials Contamination, (iv) there are no underground storage tanks located on the Property, and (v) no portion of the Property has ever been used for a garbage dump, landfill or service station or other business selling petroleum or petroleum products;

"Hazardous Materials" shall mean: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 *et seq.*), as amended from time to time, and the Superfund Amendments and Reorganization Act of 1986, as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) petroleum, petroleum by-products or petroleum constituents; (f) any substance the presence of which is prohibited by any governmental requirement; and (g) any other substance which by any governmental requirement requires special handling in its collection, storage, treatment or disposal;

"Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of any improvements, facilities, soil, ground water, ambient air, subsurface strata, biota or other elements on, or of, the Property by Hazardous Materials, or the contamination of any improvements, facilities, soil, ground water, ambient air, subsurface strata, biota or other elements on, or of, any other property as a result of Hazardous Materials emanating from the Property;

9.1.9. Neither Seller nor any of its affiliates, nor any of their respective partners, members, shareholder or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

9.2. It shall be a condition to Buyer's obligation to close its purchase of the Property that Seller's representations and warranties in Section 9.1 be true and correct in all material respects as of the Closing Date. In the event any of the representations, warranties or covenants contained in Section 8.1 above are not true in all material respect on the date of Closing, Buyer, at Buyer's election, shall be entitled to terminate this Agreement and receive a refund of the Earnest Money.

9.3. Buyer makes the following representations, warranties and covenants, as of the Date of this Agreement, which representations, warranties and covenants shall be reaffirmed as of the Closing Date:

9.3.1. The City Council at a meeting duly called and noticed adopted Resolution _____ 2020 RES 2020 _____ approving this Agreement and authorizing the relevant City officials to make the following representations, warranties and covenants and consummate the transaction contemplated by this Agreement.

9.3.2. The appropriation and expenditure of SPLOST or City funds for the purchase of the Property as provided in this Agreement are consistent with the City's appropriation policy and the Intergovernmental Agreement regarding SPLOST funds dated _____.

9.3.3. This Agreement constitutes the valid and binding obligation of Buyer and is fully enforceable against Buyer in accordance with the terms hereof, subject to all rules of law and principles of equity generally applicable to the enforceability of legal obligations, including without limitation, bankruptcy, reorganization and other debtor relief laws.

9.3.4. All requisite approvals, other than City approvals, have been obtained by Buyer in order to consummate this transaction.

9.3.5. The execution, delivery and performance of this Agreement has been duly and effectively authorized by and on behalf of the Buyer, and no further action is necessary in respect hereto, nor is the consent of any person required in order for the Buyer to consummate the transactions provided for herein, except as set forth in this Agreement.

9.3.6. To the extent permitted by law, and in accordance with the Open Meetings Act and the public records requirements, any and all information, in whatever form, made available to or ascertained by Buyer, relative to this Agreement, shall be strictly confidential, and not disclosed to any third party except for Seller's or Buyer's counsel, accountants, brokers, and advisors, without prior approval of Seller. This covenant shall survive closing and/or expiration/termination of this Agreement.

10. CONDEMNATION.

10.1. If prior to the Closing of the purchase and sale of the Property, all or any part of the Property is condemned or in the reasonable judgment of Buyer is in danger of being condemned through the exercise of the power of eminent domain or inverse condemnation, then Buyer, at Buyer's election, may:

10.1.1. Consummate the transaction and Closing contemplated by this Agreement and receive any condemnation proceeds paid or payable as a result of any such condemnation or threat of condemnation. In the event that Buyer elects to consummate the Closing, then Seller hereby agrees to transfer and assign any and all rights which it may have in and to any proceeds of such condemnation or threatened condemnation to the Buyer in conjunction with and at the time of Closing; or

10.1.2. Provided the Buyer is not the condemning authority, terminate the transaction by written notice to Seller, whereupon no party to this Agreement shall have any rights, obligations, or liabilities hereunder.

11. BROKER AND COMMISSION. Seller and Buyer each hereby represent to the other that they have had no dealings with any brokers, agents or other intermediaries in connection with the transaction contemplated by this Agreement that would result in an obligation to pay a brokerage commission, finder's fee or similar fee. Seller and Buyer shall each indemnify and hold the other harmless from and against all costs, expenses, and claims in connection with the untruthfulness of the representation by Seller or Buyer, respectively, pursuant to the immediately preceding sentence.

12. DEFAULT AND REMEDIES.

12.1. Default; Liquidated Damages Buyer. Buyer acknowledges that if all conditions precedent to Buyer's obligation to consummate the purchase of the Property have been waived by Buyer or satisfied, and if Seller has performed its covenants and agreements hereunder, but Buyer has breached obligation to purchase the Property and fails to cure such breach within thirty (30) calendar days of receipt of notice of such breach from Seller, then the Escrow Agent shall pay the interest, if any, earned on the Earnest Money to Seller and Seller shall have the right to seek damages from Buyer in the amount of One Thousand Dollars (\$1,000) for Buyer's breach of this Agreement. The amount of the Earnest Money paid to Seller shall be deducted from the damages payable by Buyer for its breach of this Agreement. Notwithstanding above, Seller waives any right to specific performance against Buyer.

12.2. Default; Liquidated Damages Seller. If Seller has breached its covenants and agreements under this Agreement and has failed, refused or is unable to consummate any purchase and sale contemplated herein by the date of Closing, then Escrow Agent, promptly upon request by Buyer, shall return the Earnest Money and any interest earned thereon to Buyer; provided, however, that such return shall not limit Buyer's right, at its sole election, to terminate this Agreement and/or to maintain an action for breach of this Agreement, specific performance or any other legal or equitable relief as may now or hereafter be as may now or hereafter be available to Buyer. Notwithstanding anything to the contrary provided herein, in no event shall Buyer have the right to seek damages in excess or the lesser of (i) Buyer's out-of-pocket expenses incurred in connection with this transaction, or (ii) One Thousand Dollars (\$1,000.00).

13. NOTICES.

13.1. Any notices which may be permitted or required under the terms and provisions of this Agreement to Buyer or Seller shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time the same are received by the parties to whom the notices are sent. Such notices shall be deemed received upon hand delivery or by Federal Express or equivalent courier and evidenced by a notation on the records of that courier that such notices were delivered to the parties at the following addresses, or by email, upon receipt of electronic confirmation of delivery; provided, however as to notice by

email, that such notice is also delivered by another means described above within three (3) business days of such email notice. All notices sent by email shall have the following language in all capital letters in the subject line: "RE: TC/CITY OF STONECREST REAL PROPERTY PURCHASE AGREEMENT:"

To Seller: TC Stonecrest Venture, LLC
Attn: Mark Dishaw
3280 Peachtree Road, Suite 1400
Atlanta, GA 30305
Email: mdishaw@trammellcrow.com

With a copy to: Arnall Golden Gregory LLP
Attn: Scott Fisher
171 17th Street, N.W., Suite 2100
Atlanta, GA 30363
Email: scott.fisher@agg.com

To Buyer: City of Stonecrest
Attn: Mayor Jason Lary
3120 Stonecrest Blvd.
Stonecrest, GA 30354
Email: jlary@stonecrestga.gov

With a copy to: Fincher Denmark LLC
Attn: Winston A. Denmark
100 Hartsfield Center Parkway
Atlanta, Georgia 30326
Email: wdenmark@fincherdenmark.com

14. MISCELLANEOUS PROVISIONS.

14.1. Possession. Possession of the Property shall be delivered to Buyer upon delivery of the warranty deed from Seller.

14.2. No Waiver; Rights Cumulative. Neither the failure of either party to exercise any power or right herein provided, or to insist upon strict compliance with any obligation herein specified nor any custom, use or practice at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms and provisions of this Agreement. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred herein shall be cumulative and not restrictive of those provided at law or in equity.

14.3. Entire Agreement; Modification. This Agreement, including its Exhibits, contains the entire agreement of the parties and no representations, inducements, promises or other agreements, oral, written or otherwise, between the parties which are not embodied within this

Agreement shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties whose rights, as set forth in this Agreement, pertain thereto.

14.4. Survival. This Agreement and each of the provisions hereof shall survive the Closing hereunder for a period of six (6) months; provided that neither shall have the right to rescind this Agreement and the transaction contemplated hereby.

14.5. Binding Effect. Except as otherwise provided in Section 14.13 below, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, devisees and assigns.

14.6. Signatures; Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement. Faxed or email signatures shall be acceptable as original signatures.

14.7. Headings; Gender. The headings inserted at the beginning of each paragraph are for the convenience of the parties only and do not add to or subtract from the meaning and contents of each paragraph. Words of any gender used in this Agreement should be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

14.8. Further Assurances. On and after the Date of this Agreement, Seller and Buyer shall, at the request of the other, make, execute and deliver or obtain and deliver all such affidavits, deeds, approvals, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intention of this Agreement.

14.9. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstances shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

14.10. Time of the Essence. Time is of the essence of this Agreement.

14.11. Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with substantive laws of the State of Georgia.

14.12. Non-Business Days. If the deadline for performance of any obligation by Buyer or Seller shall fall on a weekend day or a date recognized as a holiday by banks in the State of Georgia, then such deadline shall automatically be deemed to fall on the first business day thereafter.

14.13. Assignment. Buyer and Seller shall not assign their rights under this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Seller shall have the right to assign this Agreement to an affiliate which acquires the Property.

15. EXHIBITS. The following is a list of the exhibits to this Agreement. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to or otherwise mentioned in this Agreement.

Exhibit 1	Project Drawing
Exhibit 2	Roadway Standards
Exhibit 3	Drawing Showing Approximate Location of the Roadway Improvements
Exhibit 3.1	Permitted Title Exceptions
Exhibit 4.1	Roadway Improvements and Approved Plans
Exhibit 5.2.2(a)	Limited Warranty Deed
Exhibit 5.2.2(c)	Seller's Affidavit of Residence
Exhibit 5.2.7 -	Owner's Affidavit

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the Date of this Agreement.

SELLER:

TC Stonecrest Venture, LLC
a Delaware limited liability company

By: **TC Stonecrest Member, LLC**
a Delaware limited liability company
Its Managing Member

By: TC Atlanta Development, Inc.
a Delaware corporation
Its Managing Member

By: _____
Name: _____
Its _____

BUYER:

THE CITY OF STONECREST, GA

BY: _____

[SEAL]

NAME: _____

TITLE: MAYOR

DATE: _____

BY: _____

NAME: _____

TITLE: CITY CLERK

DATE: _____

ESCROW AGENT:

By: _____

XII. OLD BUSINESS:

a. Contract for External Auditing Services for FY 2019



December 17, 2019

Honorable Mayor and Members of the
City Council
City of Stonecrest, Georgia
3120 Stonecrest Blvd
Stonecrest, Georgia 30038

Attn: Mr. Julian Jackson

We are pleased to confirm our understanding of the services we are to provide the City of Stonecrest, Georgia (the City) for the year ended December 31, 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Stonecrest, Georgia as of and for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Budgetary comparison for the General Fund.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards

generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining and individual fund statements and schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, we have no responsibility for determining whether such other information is properly stated, and our auditor's report will not provide an opinion or any assurance on that information:

1. Introductory section
2. Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Stonecrest, Georgia and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Members of the City Council for the City of Stonecrest, Georgia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.

If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing

standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited

financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance

about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Stonecrest, Georgia's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Stonecrest, Georgia; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately April 27, 2020 and to issue our reports no later than June 30, 2020. Adam Fraley is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for


these services is based on the time required by the individuals assigned to the engagement, plus direct expenses. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to the City of Stonecrest, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

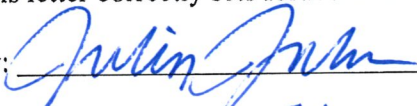
Sincerely,

MAULDIN & JENKINS, LLC


Adam M. Fraley

RESPONSE:

This letter correctly sets forth the understanding of the City of Stonecrest, Georgia.

By:  _____

Title: Interim City Manager



Report on the Firm's System of Quality Control

To the Shareholders of Mauldin & Jenkins, LLC
and the National Peer Review Committee:

We have reviewed the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC (the firm), applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended May 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organization's SOC 1 and SOC 2 engagements.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Mauldin & Jenkins, LLC has received a peer review rating of *pass*.

PBMares, LLP

PBMares, LLP
October 30, 2017

XII: OLD BUSINESS:

b. Contract for Internal Auditing Services for FY 2020

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 9th day
of September, 2019

BETWEEN:

City of Stonecrest, Georgia of 3120 Stonecrest Boulevard, Stonecrest, Georgia, 30038
(the "Client")

- AND -

Affirmed Policy Consulting, LLC of P.O. Box 377, Redan, Georgia, 30074
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Internal Financial Auditing;
 - Fiscal Impact Analysis and Reporting;
 - Charter and Policy Compliance Auditing;
 - Quarterly and Annual Compliance Reporting; and
 - Policy and Procedure Consultation

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement.

3. The term of this Agreement (the "Term") will begin on July 1, 2019 and will remain in full force and effect until December 31, 2019, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement, with or without cause, prior to December 31, 2019, the terminating Party will be required to provide 30 days' written notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

7. The Contractor will charge the Client for Services the amount of \$100.00 per hour for Services performed; provided, that, the Contractor's hours during any calendar month in excess of 40 hours requires the written approval of the City Manager of the Client to be compensable.
8. On the effective date of this Agreement, the Contractor shall continue to provide services without an additional retainer.
9. On the termination or non-renewal by the Client of this Agreement, the Contractor shall prepare a final invoice. If the amount of the compensable charges exceed the beginning retainer balance, then the Client shall pay the Contractor such excess amount within 15 days of its receipt of the invoice. If however, the final invoice reflects that the compensable charges are less than the beginning retainer balance, the amount of the remaining retainer shall be reimbursed to the Client by the Contractor with 15 days of its delivery of the invoice to the Client.

Reimbursement of Expenses

10. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
11. All expenses must be pre-approved by the Client to be reimbursed.

Confidentiality

12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
13. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
14. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
16. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

17. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. City of Stonecrest, Georgia
3120 Stonecrest Boulevard, Stonecrest, Georgia, 30038

b. Affirmed Policy Consulting, LLC
P.O. Box 377, Redan, Georgia, 30074
and
5429 Savoy Chase Crossing, Stonecrest, GA 30038

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

20. The Contractor agrees to indemnify and hold harmless the Client, and its respective elected officials, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the Contractor, its respective member managers, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

23. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

25. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

26. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

27. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

28. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

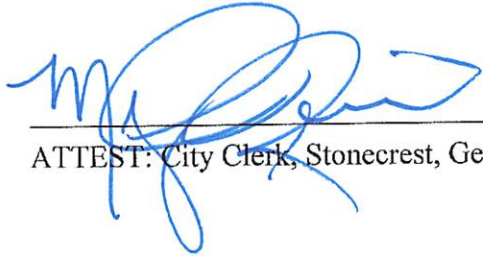
Severability

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

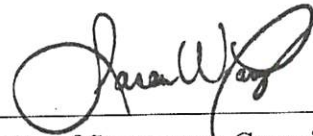
Waiver

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this
9th day of September 2019.



ATTEST: City Clerk, Stonecrest, Georgia



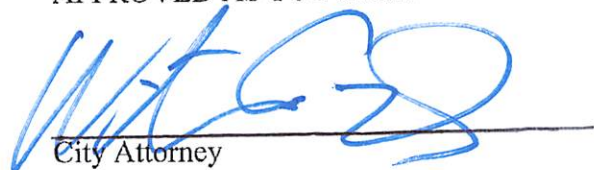
Mayor, City of Stonecrest, Georgia

Affirmed Policy Consulting, LLC

WITNESS: _____

Per: _____ (Seal)

APPROVED AS TO FORM:



City Attorney

XII: OLD BUSINESS:

c. Stonecrest Annexation Plan

XII. OLD BUSINESS:

d. Strategic Revenue Enhancement & Development Proposal from Fincher Denmark LLC

CITY OF STONECREST, GEORGIA SPECIAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the City of Stonecrest, Georgia, a municipal corporation (hereinafter “the City”) and Fincher Denmark LLC (hereinafter “Consultant”). Both entities are on occasion referred to as “the Parties.”

WHEREAS, Consultant is in the business, among other things, of providing financial consulting services to governmental entities in the State of Georgia, including municipalities in said State, for the purpose of assisting such entities in identifying, capturing and establishing as collectable tax, special tax district and enterprise fund revenues, occupational license fees, service fees and charges, intergovernmental assessments, and other fees, expenses, charges, and entitlements. Consultant is furthermore in the business of advising and assisting such entities in identifying and implementing cost and operational savings and efficiencies (the services of Consultant are hereinafter referred to as “Services”); and,

WHEREAS, the City desires and intends to utilize Consultant for Additional Services not related to the Services which will be performed as listed above to assist with matters related to the compilation of real, personal, utility, exempt and other property parcel digests in connection with the City’s establishment of ad valorem millage rates to fund the operations of parks, recreation, public works and other specific and general government operations to be compensated at an hourly rate plus out-of-pocket expenditures (hereinafter referred to as “Additional Services”);

WHEREAS, the City desires and intends to retain and employ Consultant for the purpose of providing these Services and Additional Services to the City in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, the Parties do agree as follows:

1.

Services

Upon approval of the City Manager as set forth below, Consultant shall provide to the City all Services as set forth in the attached Exhibit “A” and such other similar Services as may be subsequently agreed. The Services include, but are not limited to, those reviews, analyses, studies and examinations as identified in said Exhibit’s “OPPORTUNITY AREA” and the objective of the Services is as specified in the Exhibit’s “OBJECTIVES/SCOPE.” In performing the required Services, the Consultant shall, upon request, make detailed presentations to the City Manager and its governing authorities regarding the Services, including the conclusions and findings of the Consultant, and the Consultant shall provide such written reviews, analyses, briefings, and other

reports as the City Manager of the City may reasonably require. In the event Consultant identifies an opportunity to enhance the City's Governmental Funds or other municipal revenue, or effectuate a cost savings for the City, Consultant shall present to the City Manager for approval or rejection a proposed Task Order in such form as the City Manager may require. The Task Order shall (at a minimum) identify with specificity the proposed opportunity; the revenue (if any) currently generated from, or the cost incurred as a consequence of, the activity or property in question; the nature and extent of the anticipated revenue enhancement or costs savings; and, the proposed schedule for generating the enhanced revenue or reduction in costs. A condition precedent for any obligations of payment to Consultant for Services shall be the prior written approval by the City Manager of the applicable Task Order.

2.

Compensation for Services and Agreement Term

As full and complete compensation for all Services performed by Consultant, Consultant shall be paid by the City contingent fees in accordance with the terms and conditions of Exhibit "A." The basis for the fees charged is as set forth in the Exhibit's "BASIS FOR FEE CHARGE" and the applicable percentages charged are as set forth in the Exhibit's "FEE PERCENTAGES." It is expressly agreed that the fees payable to Consultant are strictly contingent upon payment to the City, and receipt by the City, of the enhanced revenues and/or cost savings quantified and realized as identified in the applicable approved Task Order. The term of this Agreement is one (1) year commencing upon the date of execution of this Agreement by both Parties. This Agreement will automatically renew for a one-year term on January 1 of each successive year thru January 1, 2025, provided that the City may, before 60 days prior to any renewal date, send notice that it will not renew. At the end of the Term(s) of the Agreement if enhanced revenues and/or cost savings identified by the Consultant prior to the end of the Term have not then yet been received or realized by the City, the fees earned by the Consultant will be paid once the enhanced revenues and/or cost savings identified by the Consultant have been realized. For the purpose of calculating fees due Consultant, it is expressly agreed and understood that Consultant will be paid the applicable FEE PERCENTAGES as set forth above based on the enhanced revenues collected and/or cost savings realized for a period of seven (7) years commencing from the period that the revenue enhancement or cost savings first became effective. In no event, unless otherwise agreed by the parties on a written task order shall fees be paid to the Consultant beyond Seven (7) years from the date of this Agreement. Unless otherwise agreed by the parties on a written task order to the extent Consultant incurs or pays any cost or expense of any kind or nature relating to, or arising out of, the performance of any of its obligations under this Agreement, including the cost and expense of any experts, attorneys, accountants or other professionals retained by Consultant, all such cost and expense shall be paid by Consultant and shall not be an obligation of, nor reimbursed by, the City. Consultant will not provide any services that would be litigation services as part of any approved Task Order, and litigation costs, if any, required to pursue and collect any revenues or realize any cost savings would be first approved by the City and would not be included in the Consultant fee.

Any such litigation costs would not, however, reduce the amount of enhanced revenue or cost savings from which the Consultant's fee is calculated.

3.

Additional Services

The City intends to retain the Consultant to assist with the compilation of property tax digests and operational budgets that will be used in connection with the funding, through millage assessments, the transition of certain governmental functions from DeKalb County, Georgia to the City. These **Additional Services** are not related to the **Services**. The deliverables will be (1) proposed operation and capital budgets for transitioned functions, (2) compiled property digest values determined through investigation of jurisdictional separation techniques and review of assessment valuations for reasonableness and consistency, including communications, if required, with the DeKalb County Board of Tax Assessors, and (3) proposed millage rates to fund transitioned functions. Consultant agrees to perform these tasks as directed by, and under the supervision of the City Manager for an hourly rate of \$185 per hour. The level of effort is estimated at 160-185 hours and the project will be executed under the direction of Marshall Mitchell, Forensic Accountant. Consultant shall prepare a monthly detailed invoice of each task performed, reported in 1/10-hour increments, and submit to the City Manager for review and processing. Notwithstanding anything herein to the contrary, the City agrees to pay such invoices within 30 days of receipt. It is understood however that no hourly rate shall apply to any of the **Services**.

4.

Independent Contractor

For all purposes of this Agreement, the Consultant, and its employees, officers, and agents shall be deemed and considered independent contractors and none are employees, officers, or agents of the City.

5.

Indemnification

Consultant shall indemnify and hold the City harmless from any and all claims, losses, costs, expenses, and liabilities of every kind and nature, including attorneys' fees and costs of litigation or arbitration, arising out of, or relating to, any breach of this Agreement by Consultant or arising out of or relating to any negligent or other wrongful act or omission of Consultant. The rights of the City to indemnification as set forth herein shall be in addition to all other rights and remedies of the City as provided by contract, law or equity.

6.

Other Engagements

The City acknowledges and agrees that Consultant has the unconditional right to provide services to other governmental entities, companies, agencies, or individuals and such engagements are not limited in any way by this Agreement; provided, however, Consultant agrees that such engagements will not conflict with the obligations of Consultant to the City as set forth herein. To the extent, if any, Consultant has acquired confidential or proprietary information from other clients of Consultant, Consultant shall not utilize any such information in the performance of its duties under this Agreement. Consultant represents and warrants that it has not entered into any confidentiality or non-compete agreements that would prevent, restrict, or impair Consultant from fully and faithfully performing the terms of this Agreement.

7.

Confidential and Proprietary Information

The City and Consultant each acknowledge that it may be given access to the other's confidential and proprietary information and trade secrets. The Parties respectively agree that they will not disclose the other's trade secrets or proprietary information to any third party except with express written permission or as required by applicable law. If such disclosure is necessary in order for the Consultant to perform the Services required herein, the City will not unreasonably withhold its consent to disclosure. All information claimed to be confidential or proprietary, or claimed to constitute a trade secret, shall be identified in writing by the party making such claim at or before the time such information is disclosed to the other party.

8.

Notices

All notices provided for or required by this Agreement shall be in writing and shall be delivered personally to the designated party, or mailed by certified or registered mail, return receipt requested, or delivered by a recognized national courier service, as follows:

If to the Consultant: Fincher Denmark LLC, 100 Hartsfield Centre Parkway, Suite 400, Atlanta, Georgia 30354; Telephone (770) 478-9950; Facsimile (770) 471-9948. Attention: Winston A. Denmark, Esquire

If to the City: City of Stonecrest, City Hall, 3120 Stonecrest Blvd, Stonecrest, Georgia 30038; Attention City Manager/Deputy City Manager: Telephone (770) 224-0200

The addresses set forth above may be changed by either party provided such change of address is delivered as required herein. Notices delivered shall be deemed received at the time of personal delivery (if personally delivered); or within three (3) days after depositing such notice in the mail

(if mailed as set forth hereinabove); or one (1) business day after delivery of the notice to the courier (if by overnight courier service).

9.

Termination

In the event of a material breach of this Agreement, the Agreement may be terminated for cause by the non-breaching party upon three (3) days prior written notice. The right to terminate for cause shall be in addition to all other rights and remedies of the party terminating the Agreement including all rights and remedies provided by herein, by law, or by equity. Either party may terminate the Agreement for convenience upon thirty (30) days prior written notice. In the event of termination for convenience, Consultant shall be paid, as its sole and exclusive remedy, such compensation earned and payable based on the calculations pursuant to Section 2 **Compensation and Term** as of the date of termination.

10.

Dispute Resolution

Any claim, controversy, or dispute between the Parties arising out of, or relating to, this Agreement shall, upon the request of either party, be submitted to a panel consisting of one (1) representative of each party who shall have authority to enter into an agreement to resolve the claim, controversy or dispute; provided, however, Consultant recognizes and agrees that any such resolution may be subject to final approval by the governing authority of the City. If the representatives of the Parties are unable to reach agreement, or if an agreement is not approved by the governing authority of the City, either party may require that the matter be submitted to non-binding mediation with a mutually selected mediator. If the Parties are unable to agree on the selection of a mediator, the mediation shall be conducted by the American Arbitration Association and the mediator selected or appointed in accordance with its rules and procedures. The cost and expense of any mediation shall be borne equally by the Parties. Nothing contained herein shall preclude the institution of legal proceedings as either party may deem necessary to protect its legal or equitable interest.

11.

Miscellaneous Provisions

- (a) This Agreement, including the attached Schedule "A" which is incorporated herein by reference, contains the entire agreement and understanding of the Parties concerning the subject matter hereof. No waiver, termination or discharge of this Agreement, or of any of the terms or provisions of same, shall be binding upon either party unless confirmed in writing. This Agreement may not be modified or amended except by a writing executed by both Parties. No waiver by either Party of any term or provision of the Agreement, or of

any default hereunder, shall affect such Party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of default;

- (b) This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. If any provisions of the Agreement shall be declared invalid or unenforceable, the remaining provisions shall be in full force and effect provided the essential intent and objectives of the Agreement can be otherwise fulfilled;
- (c) The Consultant may assign this Agreement without the prior written consent of the City. Upon prior written notice to Consultant, the City may assign the Agreement without Consultant's consent;
- (d) This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns;
- (e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed, or caused their duly authorized representatives to execute, this Agreement, executed under seal, as of the month of _____ and the ___ day and year first above written.

Fincher Denmark LLC

BY: _____ (SEAL)

TITLE: _____

The City of Stonecrest, Georgia

BY: _____ (SEAL)

TITLE _____

ATTEST: _____

APPROVED AS TO FORM

BY: _____
City Manager/Deputy City Manager

**CITY OF STONECREST, GEORGIA
EXHIBIT A**

OPPORTUNITY AREA	OBJECTIVES/SCOPE	REVENUE IMPACT	BASIS FOR FEE CHARGE	FEE PERCENTAGES	FEE TERM LIMIT FOR FD	BENEFICIAL IMPACT HORIZON FOR THE CITY
Excise Tax, Sales and Use Tax and/or Fees						
Franchise Taxes	Verify that users of City right of way are paying the proper rates and amounts.	Recurring revenue.	Discovery of amounts due related to prior years and current period.	33 1/3 percent of any amounts discovered by FD and received by the City pursuant to the Agreement;	Seven(7) years from the period end that any	FOR AS LONG AS THE DISCOVERED
Due Compensation (telecommunication companies)	Investigate the compilation of business activity that should be in the City jurisdiction since 2017 and the payment of fees to the proper jurisdiction.	Potential revenue collection related to prior years.		Twenty-five percent (25%) of the amounts paid to the City for seven (7) years from the period end that directly relates to any previously discovered amounts.	discovered amounts are paid through.	MUNICIPAL REVENUE IS PAYABLE TO THE CITY
Hotel/Motel Taxes						
Alcoholic Beverage Taxes						
Car Rental Tax						
Occupation Taxes (business)						
Insurance Premiums Taxes						
Financial Institution Taxes						
Licenses, Permits and Fees						
Alcohol Beverage License Fees	Investigate the compilation of business activity that should be in the City jurisdiction since 2017 and the payment of fees to the proper jurisdiction.	Recurring revenue.	Discovery of amounts due related to prior years and current period.	33 1/3 percent of any amounts discovered by FD and received by the City pursuant to the Agreement;	Seven(7) years from the period end that any	FOR AS LONG AS THE DISCOVERED
General Business License Fees		Potential revenue collection related to prior years.		Twenty-five percent (25%) of the amounts paid to the City for seven (7) years from the period end that directly relates to any previously discovered amounts.	discovered amounts are paid through.	MUNICIPAL REVENUE IS PAYABLE TO THE CITY
Permits						
Regulatory Building Permits						
regulatory Fees						
Enterprise Fund Initiatives						
Creation of Special Purpose Authorities, Tax Districts, Special Restricted Funds	Creation of new municipal revenue streams.	Recurring revenue.	City-owned enterprise operations and sustaining revenue source.	15 percent of any amounts billed and collected during the first 12 months of operation; 10 percent thereafter for the next 36 months.	12 months from first billing and collections; 36 months thereafter.	FOR AS LONG AS OPERATIONAL MODEL STAYS IN EFFECT
Cost and Operational Savings and Efficiencies						
	Quantifiable savings resulting from recommendations adopted by the City after presentation by the Consultant.	Recurring savings from previously planned expenditures.	Quantifiable and realized savings.	15 percent of any amounts saved and realized during the first 12 months after recommendation implementation. 10 percent thereafter for the next 36 months.	12 months from first savings; 36 months thereafter.	OVER THE TERM OF THE CONTRACT PERFORMANCE

CITY OF STONECREST, GEORGIA REVENUE ENHANCEMENT AND COST SAVINGS PROJECT

CONSULTANT TASK ORDER AND AUTHORIZATION PURSUANT TO SECTION 1. SERVICES

AGREEMENT DATED

TASK ORDER NUMBER

Description of Opportunity:

Current Revenue Generated from Activity:

Nature and Extent of Anticipated Revenue Enhancement:

Records, as applicable, will be requested

Nature and Extent of Cost Savings:

City Department Impacted: Department of

Department Contact:

Documents Requested: Proposed Schedule for Execution of Task Order: _____ days

Task Order Submission Date:

Task Order Action by City Manager: Date Approved _____ By: _____

Date Rejected _____ By: _____

XII. OLD BUSINESS:

e. Transportation Master Plan

i. Transportation Summit Update

STONECREST VIRTUAL TRANSPORTATION SUMMIT

MAY 14TH, 2020
6:00PM - 7:30PM

A SPECIAL ADDRESS FROM CITY OF
STONECREST MAYOR, JASON LARY



JASON LARY
MAYOR
CITY OF STONECREST



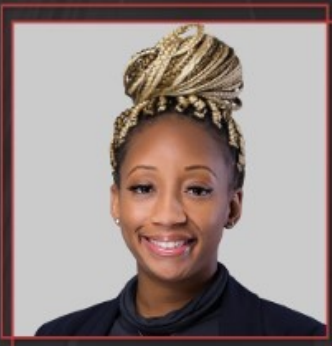
PLEZ JOYNER
DEPUTY CITY MANAGER
CITY OF STONECREST

DISCUSSIONS & INSIGHTS

- WHAT IS THE STONECREST TRANSPORTATION MASTER PLAN?
- HOW WILL THIS PLAN ADDRESS THE CITY'S TRANSPORTATION NEEDS?
- WHAT ARE POTENTIAL TRANSPORTATION IMPROVEMENTS FOR THE CITY OVER THE NEXT 20 YEARS?



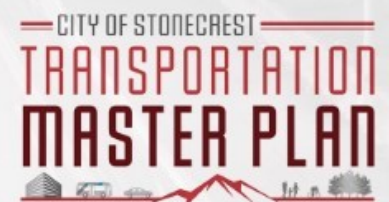
MARCUS ARNOLD
SENIOR PROJECT MANAGER
VHB



KATRINA HIGHSMITH
PUBLIC INVOLVEMENT LEAD
THE COLLABORATIVE FIRM



JONATHAN WEBSTER
SENIOR TRANSPORTATION
PLANNER
VHB



XII. OLD BUSINESS:

f. City of Stonecrest State of Emergency for City Employees and Facilities
(expires on May 11, 2020)

AN EXECUTIVE ORDER FOR THE DECLARATION OF A STATE OF EMERGENCY ARISING BECAUSE OF COVID-19; TAKING IMMEDIATE EMERGENCY MEASURES; ORDERING THAT ALL PERSONS WITHIN THE TERRITORIAL LIMITS OF THE CITY OF STONECREST SHELTER IN PLACE, EXCEPT FOR ESSENTIAL SERVICES; CLOSING ALL BUSINESSES, EXCEPT FOR ESSENTIAL BUSINESSES, AS DEFINED HEREIN; ESTABLISHING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the President of the United States declared a National Public Health Emergency on March 13, 2020; and

WHEREAS, the Governor of the State of Georgia declared a State Public Health Emergency on March 14, 2020 and urged “local officials to do what’s in the best interests of their communities to keep people safe and stop the spread of coronavirus” on March 19, 2020; and

WHEREAS, the World Health Organization has declared Coronavirus Disease 2019 (COVID-19) a world health emergency and a pandemic; and

WHEREAS, the number of confirmed cases and deaths from COVID-19 is escalating rapidly, internationally, nationally, and locally; and

WHEREAS, based upon the experience of other local governments in Georgia, a growing number of other cases are likely to occur; and

WHEREAS, on March 16, 2020, the Centers for Disease Control (CDC) and the President of the United States stated that any gathering of over 10 people should be discontinued or prohibited; and

WHEREAS, on March 23, 2020, Governor Kemp announced that “certain individuals with an increased risk of complications from COVID-19 to isolate, quarantine, or shelter in place,” covering those who “live in long-term care facilities, have chronic lung disease, are undergoing cancer treatment, have a positive COVID-19 test, are suspected to have COVID-19 because of their symptoms or exposure, or have been exposed to someone who has COVID-19”, and that the Department of Public Health would institute rules and regulations to implement such measures;

WHEREAS, on March 23, 2020, Governor Kemp additionally announced measures to “close all bars and nightclubs and ...ban all gatherings of ten or more people” unless they can assure spacing for at least six (6) feet apart between people at all times beginning at noon on March 24, 2020 and lasting until noon on April 6, 2020; and

WHEREAS, public health experts, including those at the CDC and the National Institutes of Health (NIH), have advised that individuals infected with COVID-19 are contagious even while experiencing minor or no symptoms and implored leaders to take immediate action to prevent further community spread of COVID-19; and

WHEREAS, preventing and slowing community spread of COVID-19 provides health systems additional time to obtain personal protective equipment necessary to protect health care workers and medical equipment necessary to treat COVID-19, and is therefore vital to the health of the nation;

WHEREAS, on March 22, 2020, 24 infectious disease clinicians in Georgia signed on to an opinion that it is their judgment that there is little time to “flatten the curve” of the spread of COVID-19;

WHEREAS, these clinicians advised that at least one model suggests that “the point of no return” for Georgia is estimated to begin on March 24, 2020, and that after that date, every day of delay before restrictive measures, such as those put in place by California, New York, and Illinois, are taken will lead to an earlier and higher peak of infected Georgians that will completely overwhelm our hospital systems;

WHEREAS, these clinicians have requested that effective midnight Tuesday, March 24, there be a Stay at Home declared for 14 days with only essential personnel being deployed during this emergency;

WHEREAS, on April 1, 2020, Governor Kemp additionally announced plans to close all schools for the remainder of the 2019-2020 school year and requires all residents of the State of Georgia to shelter-in-place at all times beginning at midnight on April 4, 2020 and lasting until noon on April 13, 2020; and

WHEREAS, in the judgment of the Mayor and Council of the City of Stonecrest, there exists emergency circumstances located within its jurisdiction requiring extraordinary and immediate response for the protection of the health, safety, and welfare of the citizens of the community, the state, and the nation; and

WHEREAS, it is essential for the governing authority of the City to act immediately in order to minimize the spread of COVID-19 and to prevent or minimize sickness, injury, or death, to people and damage to property resulting from this public health crisis; and

WHEREAS, O.C.G.A. § 38-3-28 provides the political subdivisions of this state with the authority to make, amend, and rescind such orders, rules, and regulations as may be necessary for emergency management purposes to supplement rules and regulations promulgated by the Governor during a State of Emergency; and

WHEREAS, the United States Supreme Court has previously held that “[u]pon the principle of self-defense, of paramount necessity, a community has the right to protect itself against an epidemic of disease which threatens the safety of its members”; and

WHEREAS, the Charter of the City of Stonecrest provides the governing authority of the city with the authority to take actions deemed necessary to deal with such an emergency for the protection of the safety, health, and well-being of the citizens of the city; and

NOW, THEREFORE, IT IS HEREBY DECLARED that a local state of emergency exists within the City/County and shall continue until the conditions requiring this declaration are abated.

THEREFORE, IT IS ORDERED AND ORDAINED BY THE AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST AS FOLLOWS:

Section 1. Findings of Fact

For purposes of describing the circumstances which warrant the adoption of an emergency ordinance, the governing authority of the City hereby adopt and make the findings included in the “WHEREAS” clauses as findings of fact.

Section 2. Declaration of Public Health State of Emergency

The Mayor hereby enact a public health state of emergency, within the City because of the proliferation of COVID-19 in the United States and the State of Georgia, which will remain in force and effect until further notice.

Section 3. Public Gatherings on City Property

For the duration of the declared emergency, there shall be no public gatherings on any property owned or controlled by the City. To avoid confusion, the following definitions shall apply under this Section: a “public gathering” shall mean the organized gathering or assembly of 2 or more persons at a specific location; “property owned or controlled by the City” shall include any park, public square, public space, playground, recreational area, or similar place of public gathering, but nothing herein shall prohibit individuals or families from using sidewalks or designated pedestrian areas of parks for walking or other exercise if they are not participating in an organized gathering and practice recommended social distancing.

Section 4. Shelter in Place

For the duration of the declared emergency, all Stonecrest Residents are instructed and directed to remain at home unless engaged in essential services, performing Essential

Federal, State, County, or Municipal Government Services, or to operate Essential Businesses, all as defined by this section.

(a) Essential Services shall mean and include:

(i) To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members (including but not limited to pets), such as obtaining medical supplies or medication, visiting a health care professional, or obtaining supplies they need to work from home.

(ii) To obtain necessary services or supplies for themselves or their family or household members, or to deliver those services or supplies to others, such as canned food, dry goods, fresh fruits and vegetables, pet supplies, fresh meats, fish and poultry and any other household consumer products, and products necessary to maintain the safety, sanitation, and essential operation of residences.

(iii) To engage in outdoor activity, such as walking, hiking, or running, so long as individuals comply with Social Distancing Requirements of keeping and maintaining a minimum of 6 feet of distance between themselves and others.

(iv) To care for a family member or pet in another household.

(b) Essential Businesses shall mean and include:

(i) Medical providers, to include, but not limited to primary care physicians and their office staff, hospitals, blood donation, and urgent care clinics.

(ii) Veterinarians, for purposes of emergency medical care for animals only.

(iii) Grocery stores, markets, convenience stores, health food stores, and businesses selling or providing items for consumption by humans or pets.

(iv) Businesses or organizations that provide food, shelter, social services, and other necessities of life for economically disadvantaged or otherwise need individuals.

(v) Home health aides for seniors or persons with chronic illnesses to include hospice and end of life care.

(vi) Plumbers, electricians, pest control technicians or other service providers who are essential to maintaining the safety, sanitation, and essential operations for the maintenance of residences and businesses.

(vii) Banks and financial institutions.

(viii) Gas stations and fueling centers for automobiles.

(ix) Residential facilities including hotels, motels and similar facilities and shelters for seniors, adults, and children.

(x) Restaurants, so long as they operate as provided in Section 7 below.

(xi) Businesses licensed by the City for sale of alcohol for off-premises consumption.

(xii) Construction and building services.

(xiii) Legal and accounting professional services

Section 5. Classification of City Services

For the duration of the declared emergency, the City Manager (or the Mayor's designee) shall be vested with the following discretion and authority, to wit:

(a) To categorize City services as either "required" or "discretionary," and to periodically review and modify such categories.

(b) To assign specific employees to required or discretionary services, and to periodically review and modify such assignments.

(c) To use his or her discretion to permit employees to telework.

(d) To temporarily suspend the provision of discretionary services and to direct employees who provide discretionary services not to report to work until such time as the service suspension is lifted or until such time as the City Manager (or the Mayor's designee) redirects the employee to other services.

(e) To maintain, to the best of the ability of the resources of the City, the provision of essential services, which shall include, but not be limited to, public safety, public works, building permits, and inspections.

(f) City Buildings, facilities, playgrounds, and outdoors courts are closed

Any actions taken by the City Manager (or the Mayor's designee) prior to the passage of this Ordinance that are authorized by this section are hereby ratified and approved by the Governing Authority of the City.

Section 6. Suspension of Deadlines

Any deadlines for the purchasing or obtaining by persons or businesses of occupation tax certificates, permits or similar civil approvals mandated by the City Code shall be tolled for the duration of the emergency as established herein, and for 15 days thereafter. Such persons or businesses shall obtain necessary permissions required by law but deadlines set by the City Code are tolled for the duration of the emergency as established herein, and for 15 days thereafter.

In addition, payment of any fees, taxes, or other obligations due the City shall not incur any interest or penalties until July 15, 2020.

Section 7. Eating Establishments

Restaurants and other eating and dining establishments where food is served must cease offering dine-in services but may continue preparing and offering food to customers via delivery, drive-through or take-out services. Patrons, employees and contractors of the establishments must maintain at least six (6) feet of personal distance between themselves and others. If a restaurant is licensed to sell beer and wine for on-premises consumption, such restaurant, during the effective dates of this ordinance only, shall be authorized to sell unopened bottles or cans of beer or wine for take-out consumption off-premises.

Section 8. Personal Distance

All other establishments not covered in Section 7 of this Ordinance such as grocery stores, pharmacies, and other businesses which remain open during the emergency must post signage on entrance doors informing consumers to maintain at least six (6) feet of personal distance between themselves and others and shall not allow more than ten (10) people into such establishment at any one time if such social distancing cannot be maintained.

Section 9. Gatherings

All public and private gatherings of more than ten (10) people occurring outside of a household or living unit are prohibited and declared a public nuisance. Nothing in this ordinance, however, prohibits the gathering of individuals for the purposes of carrying on business certified as “essential” by the Georgia Emergency Management Agency pursuant to O.C.G.A. § 38-3-58 or designated by the Governor as “critical infrastructure” or the provision of medical or health services.

Section 10. Emergency Interim Successor to Manager/Administrator

The governing authority desires to make certain that the chain of authority within city management is clear. If the City Manager (or the Mayor’s designee) is unable to perform his or her duties, then the individual designated by the City Manager (or the Mayor’s designee) as the emergency interim successor pursuant to O.C.G.A. § 38-3-50 shall assume

the duties of the City Manager. Should the emergency interim successor be unable to perform those duties, the Mayor may designate a City Department head to assume those duties.

Section 11. Curfew

A curfew is imposed from 9:00 p.m. to 6:00 a.m. effective immediately. Residents, unless “exempt individuals” as defined herein, shall remain in their homes or on their property during the curfew period. Exempt individuals include those individuals engaged in the provision of designated, essential services, such as (1) fire; (2) law enforcement; (3) medical and hospital services, including veterinary services; (4) military services; (5) utility emergency repairs; (6) persons seeking emergency medical services or hospital services and those persons assisting such persons; (7) individuals traveling to and from their jobs with appropriate identification and persons traveling to medical facilities; (8) individuals engaged in the delivery of food, medicine, medical supplies, fuel including, but not limited to, the re-stocking of grocery stores, pharmacies, and convenience stores; (9) news media employees; (10) designated employees or agents of businesses designated by the Georgia Emergency Management Agency as “essential” pursuant to O.C.G.A. § 38-3-58; (11) persons providing necessary care of companion animals in the custody and care of an animal shelter, boarding facility, or kennel and persons walking personal animals; and (12) critical infrastructure businesses and employees as designated by the Governor or identified by U.S. Department of Homeland Security Cybersecurity and Infrastructure Security Agency.

Section 12. Emergency Powers of the Mayor.

(a) The Council expressly delegates to the Mayor to take emergency action as he deems appropriate, after consultation with the Council and City Manager (or the Mayor’s designee), to include:

(1) Declaring and announcing further closures of businesses or changing the definition of essential businesses;

(2) Declaring further measures as may be necessary to stem the spread of COVID-19 as may be defined, refined, or changed by the Centers for Disease Control and Prevention, the National Institute of Health, or the World Health Organization;

(3) Altering or amending the Shelter in Place Order in this Resolution;

(4) Taking such action as may be necessary to protect the health, safety, and welfare of the citizens and residents of Stonecrest.

(b) The Mayor’s emergency powers shall not extend to staffing or employment matters or any other duty or responsibility assigned by the Charter to the City Manager.

(c) The Council shall vote to ratify, modify, or rescind any action by the Mayor pursuant to this Section at its next regularly scheduled Council meeting.

(d) Any emergency declaration or order by the Mayor may not last beyond the date and time of the regularly scheduled meeting of the Mayor and City Council on Monday, _____, 2020.

Section 13

All executive orders in conflict with the provisions of this Declaration are hereby suspended during the effective dates of this Declaration (or any extension thereof) and the terms and provisions of this Declaration shall prevail.

This Executive Order shall become effective immediately and shall be in place until _____, 2020, unless further extended by action provided herein.

ORDAINED AND RESOLVED, this ____ day of _____ 2020.

Jason Lary
Mayor