



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

SPECIAL CALLED MEETING AGENDA

VIRTUAL MEETING

June 14, 2021, at 6:00 P.M.

Citizen Access: URL

- I. CALL TO ORDER:** Mayor Pro Tem, George Turner
- II. ROLL CALL:** Patricia Wheeler, Acting City Clerk
- III. AGENDA DISCUSSION ITEMS:**
 - a) Approval of the June 7, 2021- City Council Special Called Meeting minutes
 - b) Negotiate Single Source Panola Shoals Riverbank Stabilization
 - c) Home Depot Road Acquisition
 - d) Policy on Medical Leave Status
- IV. EXECUTIVE SESSION**

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

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, Patricia Wheeler, as soon as possible, preferably 2 days before the activity or event.



CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

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Council Member Rob Turner- District 2

Council Member Jazzmin Cobble – District 3

Mayor Pro Tem George Turner- District 4

Council Member Tammy Grimes – District 5

SPECIAL CALLED MEETING MINUTES

VIRTUAL MEETING

June 7, 2021, at 6:00 P.M.

Citizen Access: *Stonecrest YouTube Live Channel*

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

II. ROLL CALL: Sonya Isom, Deputy City Clerk

- All Council Members present, Mayor Jason Lary absent

III. AGENDA DISCUSSION ITEMS:

a) Extension of Moratorium on Car Service Station

Discussion – Clarification: The Agenda item should read - Extension of Moratorium on Gas Service Stations. The current moratorium expires today. Staff working on regulations to address the issues. Planning Commission scheduled a Special Called Meeting for June 22, 2021, at 6 P.M. to review draft text amendments. Draft code will be available for review on June 11. At the council's request, Mr. Summerbell will conduct a presentation at next week's work session before going to Planning Commission.

Motion 1 – Made by Council Member Tammy Grimes that the council approves a 60-day extension on the gas station moratorium that has been in effect since February 7, 2021. Seconded by Mayor Pro Tem George Turner.

Motion passed unanimously.

b) Creation of a Community Council

Discussion – Staff recommended a three-month trial period to approve overall transparency and communications by creating a Community Council. Staff also recommends a Community Council Meeting, facilitated by City Managers Office, at City Hall on the 3rd Monday of each month, as early as June 21, 2021. Council request to review minutes from Special Called Meeting held on May 22, 2021, to confirm motion/votes.

Motion 2 – Made by Council Member Rob Turner to approve the recommendation of creation of a Community Meeting as outlined by Mr. Summerbell in his report. Seconded by Council Member Jazzmin Cobble.

Motion passed unanimously.

c) Proposed Amendments to the Zoning Ordinance

Discussion – The staff is on schedule to draft text amendments ready for review by June 11, 2021. In addition, A Special Called Meeting of the Planning Commission is scheduled for June 22, 2021.

No action necessary. - This item was submitted for information only.

d) Revocation of Check Signing Privileges

Discussion – Follow up-to-the ordinance change made at last Special Called Meeting. Provision was written by the City Attorney, which was necessary to protect the interest of the city.

Motion 3 – Made by Council Member Jazzmin Cobble to accept the recommendation to revoke check-signing privileges – permanent. Seconded by Council Member Rob Turner.

Motion passed unanimously.

IV. ADJOURNMENT

Motion 4– made by Council Member Jimmy Clanton to adjourn the City Council Special Called Meeting. Seconded by Council Member Jazzmin Cobble.

Motion passed unanimously.



CITY COUNCIL AGENDA ITEM

SUBJECT: Negotiate Single Source Panola Shoals Riverbank Stabilization

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: 06/03/2021 **Work Session:** **Special Called Council Meeting:** 06/14/2021

SUBMITTED BY: Gia Scruggs, Finance Director

PRESENTER: Gia Scruggs

PURPOSE: This item is being presented to seek Council approval for the negotiation of a single source contract with a vendor for the Panola Shoals Riverbank Stabilization project.

FACTS AND ISSUES: The South Riverbank in Stonecrest is eroding to the extent that it is causing immediate safety concerns to visitors of this section of the River. The Parks and Recreation Department has erected fences to deter/prevent people from trying to enter the river from that location. The current state of the riverbank will not permit the time necessary to conduct a competitive procurement process. In accordance with City of Stonecrest Purchasing Policy Section VII – Non-Competitive Procurements, the proposed vendor has historic knowledge of the project and has conducted similar work in other parts of the river and riverbanks. This satisfies the requirement of a single source procurement.

The Finance Director/Purchasing Agent is requesting approval to contact and enter into negotiations with a vendor that has history with this project and has the expertise to perform the engineering and design work and assist with the scope of work that will be required to prepare a bid solicitation for the construction and project management of the stabilization project. It is the intent of Purchasing to have the single source vendor selected and to provide a recommendation to the City Council by the June 28, 2021 Council Meeting. This noncompetitive procurement will allow the City to start the bid solicitation and subsequent construction in a more expeditious manner.

OPTIONS: Approve/Deny/Defer

RECOMMENDED ACTION: Approve

ATTACHMENTS: None



CITY COUNCIL AGENDA ITEM

SUBJECT: HOME DEPOT ROAD ACQUISITION

- ORDINANCE** **POLICY** **STATUS REPORT**
 DISCUSSION ONLY **RESOLUTION** **OTHER**

Date Submitted: 6/2/21 **Work Session:** **Special Called Council Meeting:** 6/14/21

SUBMITTED BY: Jonathan Bartlett, Economic Development Director

PRESENTER: Jonathan Bartlett

PURPOSE: Consider a resolution to complete the acquisition of Stonecrest Industrial Way

FACTS AND ISSUES: Council unanimously approved a resolution on May 11, 2020 relative to the Trammell Crow Development in Lithonia Industrial Park. This resolution called for the City to acquire property to facilitate the development of Home Depot's new 615,000 square foot distribution center.

Construction and due diligence have been completed, but Council is now asked to take action in order to finalize the acquisition of Stonecrest Industrial Way.

OPTIONS: Approve, Deny, Defer

RECOMMENDED ACTION: Approve

ATTACHMENTS: May 11, 2020 Meeting Minutes
 Resolution

STATE OF GEORGIA

CITY OF STONECREST

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF STONECREST, GEORGIA TO AUTHORIZE A PURCHASE AND SALES AGREEMENT WITH TC STONECREST VENTURE LLC FOR THE PURCHASE OF IMPROVED PROPERTY; TO AUTHORIZE THE MAYOR PRO TEM TO EXECUTE SAID AGREEMENT; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES

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

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; and

WHEREAS, TC Stonecrest Venture LLC (the “Seller”) is the owner of certain unimproved real property located in the City and desires to build roadway improvements on the land (the “Property”) to standards for public roads prescribed by Dekalb County, Georgia; and

WHEREAS, the City wishes to purchase the Property and has determined that it is in 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; and

WHEREAS, pursuant to O.C.G.A. § 32-3-3 the City is authorized to acquire the Property from the Seller, and the City and Seller desire to ensure the continuity of SPLOST funded projects within the City pursuant to O.C.G.A. § 48-8-111; and

WHEREAS, attached hereto as Exhibit “A” is a copy of the proposed Purchase and Sales Agreement (“Agreement”) between the City and the Seller concerning the sale of the Property; and

WHEREAS, on May 11, 2020 the City Council unanimously approved a resolution that authorized the execution of the Agreement between the City and the Seller for the sale of the Property; and

WHEREAS, the Agreement requires the signature of the Mayor or his designee to become binding; and

WHEREAS, it is necessary to give the Mayor Pro Tem authorization to execute the Agreement in the absence of the Mayor; and

WHEREAS, based on the foregoing, the governing body desires to authorize the City to take such necessary acts, including the Mayor Pro Tem's execution of the proposed Agreement with TC Stonecrest Venture LLC, to initiate the sale.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF STONECREST, GEORGIA, as follows:

Section 1. Authorization of Agreement. An Agreement between the City of Stonecrest and TC Stonecrest Venture LLC, wherein the City acquires the Property owned by Seller is authorized. The form, terms, and provisions of the proposed Agreement presented at this meeting, and all of the terms and provisions thereof are incorporated herein as if the proposed Agreement was set out in this resolution in its entirety.

Section 2. Execution of Agreement. The Mayor Pro Tem of the City of Stonecrest is authorized, empowered and directed to execute, acknowledge, and deliver said Agreement. The Agreement is in a substantially similar form now before this meeting and hereby approved or with such changes therein as may be necessary by the persons executing the same, upon advice of

counsel, to accomplish the purposes of the transaction contemplated therein and in this Resolution and shall not be inconsistent with or contrary to such purposes.

Section 3. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Agreement shall be deemed to be a stipulation, obligation or agreement of any council member, officer, agent or employee of the City in his individual capacity, and no such officer, director, agent or employee shall be subject to personal liability or accountability by reason of the execution of the Agreement.

Section 4. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the Mayor Pro Tem of the City of Stonecrest, Georgia and the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the Agreement.

Section 5. Actions Ratified, Approved and Confirmed. All acts and doings of the officers of the City which are in conformity with the purposes and intents of this resolution and in the furtherance of the execution, delivery and performance of the Agreement shall be, and the same hereby are, in all respects ratified, approved and confirmed.

Section 6. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null

and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

Section 7. Repealing Clause. All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

SO RESOLVED, this _____ day of _____, 2021.

CITY OF STONECREST, GEORGIA:

George Turner, Jr., Mayor Pro Tem

ATTEST:

City Clerk

APPROVED BY:

City Attorney

Exhibit A
**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 _____, 2021 ("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 the owner of certain real property located in the City of Stonecrest, DeKalb County, Georgia and more particularly described on **Exhibit 1** attached hereto (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");

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 built the Roadway Improvements on the Land to standards for public roads prescribed by Dekalb County, Georgia (the "Road Standards") which Roadway Improvements are shown on the Survey attached hereto as **Exhibit 2** 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, Stonecrest 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 is attached hereto as **Exhibit 1.**

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 Edge and Kimbell, Law, LLC 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 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. Attached hereto as **Exhibit 2** is an accurate survey of the Land (hereinafter referred to as the "Survey"). 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, Eberly & Associates, 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 sixty (60) 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.

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(b)** 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. Intentionally deleted;

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
c/o Trammell Crow Company
Attn: Mark Dishaw
3550 Lenox Road, Suite 2200
Atlanta, GA 30326
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	Legal Description
Exhibit 2	Survey
Exhibit 3.1	Permitted Title Exceptions
Exhibit 4.1	Roadway Improvements and Approved Plans
Exhibit 6.2.2(a)	Limited Warranty Deed
Exhibit 6.2.2(b)	Seller's Affidavit of Residence
Exhibit 6.2.7 -	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: _____

**STATE OF GEORGIA
CITY OF STONECREST**

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF STONECREST, GEORGIA TO AUTHORIZE THE CITY MANAGER TO EXECUTE ANY AND ALL CLOSING DOCUMENTS TO COMPLETE THE PURCHASE OF STONECREST INDUSTRIAL WAY WITH TC STONECREST VENTURE LLC; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the duly elected governing body of the City of Stonecrest, Georgia (the “City”) is the Mayor and Stonecrest City Council (“City Council”); and

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; and

WHEREAS, TC Stonecrest Venture LLC (the “Seller”) is the owner of certain unimproved real property located in the City and desires to build roadway improvements on the land (the “Property”) to standards for public roads prescribed by Dekalb County, Georgia; and

WHEREAS, the City wishes to purchase the Property and has determined that it is in 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; and

WHEREAS, pursuant to O.C.G.A. § 32-3-3 the City is authorized to acquire the Property from the Seller, and the City and Seller desire to ensure the continuity of SPLOST funded projects within the City pursuant to O.C.G.A. § 48-8-111; and

WHEREAS, the City and the Seller have agreed upon a purchase price for the Property in the amount of Two Million Dollars and No/100 cents (\$2,000,000.00).

WHEREAS, following the execution of the Property’s purchase and sale agreement certain due diligence tasks must be performed prior to closing; and

WHEREAS, upon the completion of due diligence tasks the parties to the real estate transaction must finalize the sale of Property with a real estate closing;

WHEREAS, pursuant to the City's Purchasing Policy the City's staff may request a resolution from City Council to authorize the City Manager to execute any and all closing documents to complete the purchase of the property; and

WHEREAS, upon the purchase of the Property the City will own the developed land designated as Stonecrest Industrial Way.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF STONECREST, GEORGIA, as follows:

Section 1. That the City Manager is hereby authorized to execute any and all closing documents to complete the purchase of the Property designated as Stonecrest Industrial Way.

Section 2. All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 3. This Resolution shall take effect immediately upon its adoption.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

SO RESOLVED, this _____ day of _____, 2021.

CITY OF STONECREST, GEORGIA:

George Turner, Jr., Mayor Pro Tem

ATTEST:

City Clerk

APPROVED BY:

City Attorney



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

May 11, 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:

Deputy City Manager Plez Joyner suggested amending the agenda to correct the New Business Agenda Item “Purchase Sales Agreement for Trammel Crow Road Development in Lithonia Industrial Park” to “Resolution for Trammel Crow Road Development in Lithonia Industrial Park.” Mayor Jason Lary asked for the amendment to the agenda.

Motion 1- was made by Council Member Rob Turner to approve the agenda with the suggested change and was seconded by Council Member Jimmy Clanton.

Motion passed unanimously.

VI. MINUTES:

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

Motion 2- was made by Council Member George Turner to approve the April 27, 2020 Minutes with the correction to include under new business that the Mayor and Council Will discuss the contracts at a Special Called Meeting and was seconded by Council Member Rob Turner.

Motion passed unanimously.

VII. PRESENTATIONS:

a. None

VIII. APPOINTMENTS:

a. None

IX. PUBLIC COMMENTS

a. None

X. PUBLIC HEARING

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

Motion 3- was made by Council Member Jimmy Clanton to open the Public Hearing and was seconded by Council Member George Turner.

Motion passed unanimously.

City Clerk Megan Reid announced that she had not received any Public Hearing Comments via email.

Motion 4- was made by Council Member Rob Turner to close the Public Hearing and was seconded by Mayor Jason Lary.

Motion passed unanimously.

XI. NEW BUSINESS

a. Resolution for Trammel Crow Development in Lithonia Industrial Park

Motion 5- was made by Mayor Jason Lary to approve the Resolution and was seconded by Council Member Jimmy Clanton.

There was much discussion.

Motion passed unanimously.

XII. OLD BUSINESS

a. Contract for External Auditing Services for FY 2019

Motion 6- was made by Mayor Jason Lary to defer this item until more information pertaining to a contract and was seconded by Council Member Jimmy Clanton.

There was much discussion.

Motion passed unanimously.

b. Contract for Internal Auditing Services for FY 2020

Motion 7- was made by Council member George Turner to remove this item from Regular Session and to discuss in Executive Session and was seconded by Council Member Jazzmin Cobble.

Motion passed unanimously.

c. Stonecrest Annexation Plan from Fincher Denmark LLC

Motion 8- was made by Council Member George Turner to authorize Mayor Jason Lary to initiate the steps to start the annexation process and was seconded by Council Member Rob Turner.

Motion passed unanimously.

d. Revenue Retrieval & Enhancement Proposal from Fincher Denmark LLC

Motion 9- was made by Council Member George Turner to defer this to a Work Session for further discussion and was seconded by Council Member Tammy Grimes.

Motion passed 4-2 with Mayor Jason Lary and Council member Jimmy Clanton voting no.

e. Transportation Master Plan

No action taken on this item. Deputy City Manager Plez Joyner updated the Council of progress of Transportation Master Plan.

f. Transportation Summit Update

No action taken on this item. Deputy City Manager Plez Joyner updated the Council of upcoming meeting.

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

No action taken on this item. City Attorney explained that once it expires that the mayor and Council are limited to what actions can be made because of Governor Kemp's Executive Orders.

XIII. EXECUTIVE SESSION

Motion 10- was made by Council Member George Turner to go into Executive Session and was seconded by Mayor Jason Lary.

Motion passed 5-0-1 with Council Member Rob Turner unavailable to vote.

Motion 11- was made by Council Member Rob Turner to adjourn the Executive Session and was seconded by Council Member Tammy Grimes.

Motion passed unanimously.

Motion 12- was made by Council Member George Turner to reenter into Regular Session and was seconded by Council Member Jimmy Clanton.

Motion passed unanimously.

Motion 13- was made by Council Member George Turner to defer Internal Auditor Contract to next meeting in Executive Session and was seconded by Council Member Rob Turner.

Motion passed unanimously.

XIV. CITY MANAGER UPDATE

Deputy City Manager Plez Joyner- Asked for everyone to attend the virtual meeting to discuss the Transportation Summit.

XV. CITY ATTORNEY

None.

XVI. MAYOR AND COUNCIL UPDATES

Council Member Jimmy Clanton- None

Council Member Rob Turner- None.

Council Member Jazzmin Cobble- Reminded Citizens to check their absentee ballots and make sure they received the correct one.

Council Member George Turner- 2020 Census Count is currently at 58% in the USA and 54% in Georgia and 48% in Stonecrest. Keep completing the Census!

Council Member Tammy Grimes- Thanked Mayor Lary for help with the Mask Distribution along with Delta Sigma Theta for the Traditions Nursing Home.

Mayor Jason Lary- Stonecrest Cares is giving away 2000 free masks on Friday, May 15 from 11am-1pm at the Old Sam's Parking Lot. They will also be giving out 2020 Census Information.

XVII. ADJOURNMENT

Motion 6- was made by Council Member George Turner to adjourn and was seconded by Mayor Jason Lary.

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



CITY COUNCIL AGENDA ITEM

SUBJECT: Policy on Medical Leave Status

- ORDINANCE** **POLICY** **STATUS REPORT**
 DISCUSSION ONLY **RESOLUTION** **OTHER**

Date Submitted: 06/10/21 Work Session: Special Called Council Meeting: 06/14/21

SUBMITTED BY: Jim Nichols, Deputy City Manager

PRESENTER: Winston Denmark, City Attorney

PURPOSE: The purpose of this item is for the Council to review the City’s current policy on Medical Leave Status.

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

ATTACHMENTS:

Leaves of Absence Policy

(a) A member of the city council may place him or herself on a leave of absence from public office at any time and based on any reason which in the member's sole judgment warrants a leave of absence. The leave of absence shall become effective immediately upon the member delivering to the city clerk a written notification declaring the leave of absence. Such notice shall contain a brief description of the reason(s) for the leave, the date the leave is to commence, and the date the leave is expected to end. No leave of absence shall be effective if it is less than 72 hours in duration.

(b) A leave of absence shall not require action by or acceptance from the city council in order to be effective; however, the city clerk shall notify the city council within 24 hours of receiving a notice of a leave of absence. The presiding officer shall inform the public of the leave of absence at the next regular meeting of the city council.

(c) A leave of absence shall terminate on the date set forth in the notice without the necessity of action by the member in question or by the city council. The leave of absence may be ended sooner than the date declared in the original notice by submitting a second written notice to the city clerk setting an earlier ending date.

(d) While a member is on a leave of absence, he or she shall be automatically excused from attending meetings of the city council, and any missed meetings shall not count towards the forfeiture of elected office under Section 2.03 of the Charter.

(e) A member shall be precluded from exercising any of the duties of office or taking any official action whatsoever while on a leave of absence, except as provided in subsection (f) herein. During any period that the mayor is on a leave of absence, the mayor pro tempore shall assume all the duties and powers of the office of the mayor, as set forth in the Charter.

(f) The sole official act that a member may take and that city staff may recognize while such member is on a leave of absence is delivering written notice to the city clerk ending the leave of absence sooner than the date set forth in the original notice.