



CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – AGENDA

3120 Stonecrest Blvd., Stonecrest, GA 30038

Tuesday, May 28, 2024 at 6:00 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Terry Fye - District 2

Council Member Alecia Washington - District 3 Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

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

- I. CALL TO ORDER:** George Turner, Mayor Pro-Tem
- II. ROLL CALL:** Sonya Isom, City Clerk
- III. INVOCATION**
- IV. PLEDGE OF ALLEGIANCE:** Alecia Washington, District 3 Councilmember
- V. APPROVAL OF THE AGENDA**
- VI. REVIEW AND APPROVAL OF MINUTES**

a. Approval of Meeting Minutes - Special Called Meeting, April 8, 2024

b. Approval of Meeting Minutes - City Council Meeting, April 22, 2024

VII. PUBLIC COMMENTS

Citizens wishing to make a public comment may do so in person. Citizens may also submit public comments via email to cityclerk@stonecrestga.gov by 2 pm on the day of the meeting to be read by the City Clerk.

All members of the public wishing to address the City Council shall submit their name and the topic of their comments to the city clerk prior to the start of any meeting held by the City Council. There is a three (3) minute time limit for each speaker submitting or reading a public comment. Individuals will be held to established time limits.

VIII. PUBLIC HEARINGS

Citizens wishing to participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request including your full name, address, position on the agenda item you are commenting on (for or against) via email to cityclerk@stonecrestga.gov by 2 pm the day of the Public Hearing to be read into the record at the meeting. A zoom link for the meeting will be sent to you.

When it is your turn to speak, please state your name, address and relationship to the case..

There is a ten (10) minute time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

a. Public Hearing - RZ 24-001 6039 Hillandale Drive - *Shawanna Qawiy, Planning & Zoning Director*

b. For Decision - Ordinance for RZ 24-001 6039 Hillandale Drive - *Shawanna Qawiy, Planning & Zoning Director*

IX. CONSENT AGENDA

X. APPOINTMENTS & ANNOUNCEMENTS

XI. REPORTS & PRESENTATIONS

a. Municipal Court Clerks Week Proclamation

XII. OLD BUSINESS

XIII. NEW BUSINESS

a. For Decision - GDOT Lighting Agreement for Panola Road @ I-20 (Fairington Road to Snapfinger Woods Drive) - *Hari Karikaran, City Engineer*

b. For Decision - Film Commission to be Incorporated Under the Stonecrest Development Authority - *Christian Green, Director of Economic Development*

c. For Decision - RFP #24-01 Internal Auditing Services - *Gia Scruggs, City Manager*

XIV. CITY ATTORNEY COMMENTS

XV. CITY MANAGER UPDATE

XVI. MAYOR AND COUNCIL COMMENTS

XVII. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate, 4) Cyber Security

XVIII. ADJOURNMENT

Americans with Disabilities Act

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

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



CITY OF STONECREST, GEORGIA

CITY COUNCIL SPECIAL CALLED MEETING – MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, April 08, 2024 at 5:30 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Terry Fye - District 2

Council Member Alecia Washington - District 3 Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

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

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

The meeting began at 5:35pm.

II. ROLL CALL: Sonya Isom, City Clerk

All members were present with Mayor Cobble attending virtually, immediately after roll call.

III. AGENDA ITEMS

a. For Decision - Panola Shoals Contract Recommendation - Gia Scruggs, City Manager

City Manager Scruggs gave an overview of the Panola Shoals Riverbank Stabilization project. Design has been completed and the invitation to bid was released on March 15, 2023. Six bids were received on April 27, 2023, and have been evaluated and a qualified contractor selected.

Funding sources for this project are Capital Improvement Plan, Plan Improvements, 1SPLFR4 \$1,080,000.00, ARPA-remaining funds business/residential support program \$1,218,396.98, and ARPA-park upgrades \$779,483.03. The total cost for this project is \$3,077,880.01.

Staff recommend approval of a contract with PE Structures and Associates, LLC for the amount of \$3,077,880.00. This is a very important project in the City of Stonecrest and it is important to stop the erosion at the bank and park.

Motion – made by Councilmember Terry Fye to approve the Panola Shoals Contract Recommendation by staff. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

- b. For Decision** - Ordinance for Allotted Time for Public Comments, 2nd Read - *George Turner, Mayor Pro Tem*

Presentation by Mayor Pro Tem George Turner, stating that over the last few years constituents have asked for additional time for public comments. After conferring with council members, it has been decided to extend the time for public comments from two minutes to three minutes.

There was a 2nd read of the ordinance preamble by the City Clerk.

Councilmember Grimes would like citizens to know that the council does hear them, and she is glad this item was on the agenda. It was noted that 30 minutes are currently allowed for public comments, with two minutes each, allowing for 15 speakers. Three minutes will allow for 10 speakers.

Motion – made by Councilmember Tammy Grimes to approve the Ordinance for Allotted Time for Public Comments from two minutes to three minutes. Seconded by Councilmember Alecia Washington.

Motion passed 4-1 with Councilmember Terry Fye voting Nay.

IV. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate, 4) Cyber Security

V. ADJOURNMENT

Motion – made by Councilmember Terry Fye to adjourn the Special Called Meeting. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

The meeting ended at 5:47pm.

Americans with Disabilities Act

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CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, April 22, 2024 at 6:00 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Terry Fye - District 2

Council Member Alecia Washington - District 3 Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

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

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

The meeting was called to order at 6:07pm.

II. ROLL CALL: Sonya Isom, City Clerk

All members were present.

III. INVOCATION: Pastor Abel Johnson, Christ Deliverance Tabernacle of Grace

IV. PLEDGE OF ALLEGIANCE: Alecia Washington, District 3 Councilmember

V. APPROVAL OF THE AGENDA

There was a request for the following changes to the agenda:

1. Move Reports & Presentations ahead of Public Hearings
2. Under Old Business, add Resolution for Browns Mill & Covington Highway contract as item a.

Motion – made by Councilmember Terry Fye to approve the April 22, 2024, City Council meeting agenda with the stated changes Seconded by Councilmember Tara Graves.

Motion passed unanimously.

VI. REVIEW AND APPROVAL OF MINUTES

- a. Approval of Meeting Minutes - City Council Meeting, March 25, 2024

Motion – made by Councilmember Tara Graves to approve the meeting minutes from the March 25, 2024, City Council Meeting. Seconded by Councilmember Tammy Grimes.
Motion passed unanimously.

VII. PUBLIC COMMENTS

Citizens wishing to make a public comment may do so in person. Citizens may also submit public comments via email to cityclerk@stonecrestga.gov by 2 pm on the day of the meeting to be read by the City Clerk.

All members of the public wishing to address the City Council shall submit their name and the topic of their comments to the city clerk prior to the start of any meeting held by the City Council. There is a three (3) minute time limit for each speaker submitting or reading a public comment. Individuals will be held to established time limits.

In Person

Pyper Brunch

Requesting Council continue to deny Metro Green a business license and Certificate of Occupancy. She is asking the council to protect the community from harm and danger, as the air will not sit only on Miller Road, but over Covington Highway, Panola Road, and schools in the area as well. Asking the council to protect the community.

Sharon Jeffrey

Concerns about the Parks and Recreation Center at Browns Mill, as she has been playing pickleball there and would like to have it continued. She stated the roof is leaking and she does not want anyone to get hurt.

Faye Coffield

Glad that Council approved the public comment time limit, which is now three minutes. She stated citizens are looking at Metro Green, as it is a health hazard. She also had comments about other growing cities, and the lack of new streetlights and sidewalks, as well as road pavings.

Lewis Anderson

On behalf of the Hilson Head HOA, he thanked some Council Members for their support with SLUP 23-009 and also expressed disappointment in some council members for their votes stating time was wasted. He stated he will be watching the council in regard to the charter and also commented on a sign on Panola Rd. that should be removed.

Renee Cail

Thanked the council for standing with the citizens in the battle of Metro Green and reminding council to deny a business license and certificate of occupancy. She stated people are getting sick and the impact on public health is devastating in the community as air pollution is very high.

Comments were received from the names below and shared with council but not read due to time:

- Donna Williams
- Cheryl Moore-Mathis
- M. Gonzales

VIII. PUBLIC HEARINGS

Citizens wishing to participate and comment during the public hearing portion of the meeting

may comment in person. You may also submit your request including your full name, address, position on the agenda item you are commenting on (for or against) via email to cityclerk@stonecrestga.gov by 2 pm the day of the Public Hearing to be read into the record at the meeting. A zoom link for the meeting will be sent to you.

When it is your turn to speak, please state your name, address and relationship to the case.. There is a ten (10) minute time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

a. Public Hearing - SLUP 24-001 2869 Evans Mill Road - *Shawanna Qawiy, Director of Planning & Zoning*

Presentation by Director Qawiy stating that Mark Campbell DBA Carter Engineering Consultant, Inc is seeking a SLUP to construct and operate a Popeyes Drive Thru Restaurant. There was a review of the facts and background, future land use/character area, zoning map, overlay district map, aerial map, submitted site plan, submitted landscape plan and renderings. Staff recommends approval with conditions as listed in the packet. The Planning Commission recommended denial.

Motion – made by Councilmember Tammy Grimes to open public hearing for SLUP 24-001 2869 Evans Mill Road. Seconded by Councilmember Terry Fye.

Motion passed unanimously.

In Favor

Mark Campbell

In Opposition

Faye Coffield

Lewis Anderson

Motion – made by Councilmember Terry Fye to extend the speaking time by 3 minutes for each side. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

In opposition

Rachel Ziegler

Mr. Campbell shared details of the drive-through and parking.

Motion – made by Councilmember Tammy Grimes to close public hearing for SLUP 24-001 2869 Evans Mill Road. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

b. For Decision - Ordinance for SLUP 24-001 2869 Evans Mill Road - *Shawanna Qawiy, Director of Planning & Zoning*

Mr. Campbell stated in addition to Popeye’s, Burger King and Krystal’s are under the 755 Restaurant Group and that there are 23 Popeye’s Restaurants in Metro Atlanta. As representative of District 5, Councilmember Grimes commented on the conditions, questioned it’s need in the neighborhood and is also concerned about traffic exiting the proposed area. Mayor Pro Tem George Turner stated that he has heard from six

constituents and there is a desire for greater. We need to be concerned with what will fit tomorrow as we grow, and what will work best for the city.

Attorney Denmark stated that council y is constrained by the law and must focus on standards set forth in the zoning ordinance. Director Qawiy confirmed this location is currently zoned C-2 commercial.

Motion – made by Councilmember Tammy Grimes to deny the Ordinance for SLUP 24-001 2869 Evans Mill Road. Seconded by Councilmember Terry Fye.

Motion passed unanimously.

IX. CONSENT AGENDA

X. APPOINTMENTS & ANNOUNCEMENTS

Charter Commission member Patricia Smith of District 4 resigned and will be replaced by Ms. Delores Washington. These appointments do not require concurrence from the council.

Motion – made by Councilmember Terry Fye to amend the agenda and add Charter Review Appointment under Appointments and Announcements. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

XI. REPORTS & PRESENTATIONS

a. Citizens Academy Graduation

Presentation to the Citizens Academy graduates for completing the academy and graduating as Ambassadors of the City of Stonecrest. Certificates of Completion were given to each graduate.

XII. OLD BUSINESS

a. For Decision - Resolution awarding the contract for sidewalks at Browns Mill and Covington Highway

The preamble was read by the City Clerk.

Motion – made by Councilmember Tammy Grimes to adopt the resolution awarding the contract for sidewalks at Browns Mill and Covington Highway. Seconded by Councilmember Alecia Washington.

Motion passed unanimously.

XIII. NEW BUSINESS

a. For Decision - Way Finding Sign and Gateway Monument Sign Standards - Hari Karikaran, City Engineer

Presentation by City Engineer Karikaran, giving an overview of this item and stating that it has previously come before council. There was a review of the options, as well as the results from a survey as well as the revised recommendations. There were 104 votes captured, with option 3 receiving the

most votes. GDOT mentioned that the red color in the other options may provide a distraction to drivers and is not permitted. Staff is recommending adopting option #3. It was stated the survey does not list which districts responded.

Director Karikaran led a discussion on monuments, including locations, size of signs, and stated the selected monuments could be easily built. The wayfinding signs would be located throughout the city. There is a list of locations in the packet, under Terminologies.

Motion – made by Councilmember Terry Fye to approve the Way Finding Sign and Gateway Monument Sign Standards with the stated changes. Seconded by Councilmember Tara Graves.

Motion passed 4-1 with Councilmember Tammy Grimes voting Nay.

b. For Decision - Resolution for Adoption of GDOT Procurement Policy for Federal and State Funded Capital Projects - *Hari Karikaran, City Engineer*

Presentation by City Engineer Karikaran stating any local government must be LAP certified to receive federal or state funds. This process includes training and certifying city staff. There are five training courses and certifications are good for three years. GDOT is requesting that the City of Stonecrest adopt a Procurement Policy for federal and state funded projects.

There is not a fixed number of staff that are required to take the training. It is suggested that the Engineering and Design Procurement Policy and Procedure training should be taken by the City Engineering Office and the Finance Office. ADA Compliance and Title 6 and ADA should be taken by the city staff, HR Staff can be included in this training. The LAP Certification and Right of Way Certification will be taken by the Engineering staff. All training is good for 3 certification years.

The preamble was read by the city clerk.

Motion – made by Councilmember Tammy Grimes to approve the Resolution for Adoption of GDOT Procurement Policy for Federal and State Funded Capital Projects. Seconded by Councilmember Terry Fye.

Motion passed unanimously.

XIV. CITY ATTORNEY COMMENTS

No comments.

XV. CITY MANAGER UPDATE

Cities Week kicked off today with the Citizens Academy Graduation, the Municipal Court had a Municipal Justice speaker series that kicked off today, there was an Earth Day Summit that took place this past Saturday, and tomorrow some students will come to City Hall to learn more about city hall operations. Please join us, along with the Arabia Mountain Heritage Alliance for an evening at Barters Farm on April 25th from 6:00pm-7:30pm for our Soaring with Arabia Mountain evening event and parking will be at 3366 Klondike Road. Friday is Citywide Spirit Day and we are asking schools in the city to submit a 30 second video clip voicing what it means to soar in Stonecrest. The Autism Walk will be on Saturday @ the Browns Mill Recreation

Center. It is a free event and you can register through the Parks and Recreation website, Rec One. May 1st is Law Day, sponsored by our Municipal Court and Women's Resource Center to end domestic violence #PurpleCourt. Please wear purple on that day. Topics: survivors in court, domestic violence and supporting survivors.

There was a request from Councilmember Terry Fye for an update on the 2021 audit. It was stated the city has turned in all requested documents to the external auditors and they are still reviewing. Once draft findings are produced, it will be posted publicly. It is possible it will be received within the next 30 days.

XVI. MAYOR AND COUNCIL COMMENTS

District 1 - Councilmember Tara Graves – Inviting everyone to come out and join her this Saturday, from 1:00pm-3:00pm for the 2nd Annual Autism Walk.

District 2 - Councilmember Terry Fye – Thanked the City Manager for being transparent with our city and providing an update. April 11th marked my 100th Day in the office and I have released a 100 Day Report on all activities. Please contact me for a copy of the report.

District 3 - Councilmember Alecia Washington – Congratulations to the graduates of the Citizens Academy. Encouraging all constituents, with emphasis on District 3, to get involved and learn more about our city government.

District 4 – Mayor Pro Tem George Turner – Salem Park is currently under renovation and expected to be closed another 30-45 days. Please visit this park when it reopens to view all of the upgrades. The South River Watershed Alliance is hosting A Paddle Down the River. Please research The South River Watershed Alliance if you are interested in Kayaking and Canoeing at Panola Shoals.

District 5 - Councilmember Tammy Grimes – Started Cities Week with a great worship at Cross Culture Church, and Pastor Woodrow Walker II. Shout out to the scholars at Salem Middle School who are in the thick of Milestone testing and thanks to the parents for getting the students to school everyday. Will be having Talk with Tammy, focusing on small business owners in District 5 on Friday, May 3rd at City Hall from 6:00pm- 8:00pm. Although all are invited. There will be a clean-up on May 4th, across the street from Flat Rock Elementary, from 8:00am-11:00am. Stay Engaged. Congratulations to the graduates of the Citizens Academy.

Mayor Cobble – Gave a reminder that there are multiple ways to engage with the city council through the calendar of events that are happening around the city. Mayor Cobble has begun hosting Mayor's Press Briefings to discuss issues within all judicial branches as well as incorporating the citizen's input. The next one will be May 13th @ 12 noon along with the City Manager and Major Baron, or a representative from the East Precinct. Past and current Mayor's Press Briefings can also be viewed on YouTube.

XVII. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate, 4) Cyber Security

Motion – made by Councilmember Terry Fye to enter into Executive Session for Personnel, Litigation, Real Estate & Cyber Security. Seconded by Councilmember Tammy

Grimes.

Motion passed unanimously.

Motion – made by Councilmember Tammy Grimes to exit Executive Session and return to the scheduled council meeting. Seconded by Councilmember Terry Fye.

Motion passed unanimously.

Motion – made by Councilmember Terry Fye to approve the Executive Session meeting minutes. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

XVIII. ADJOURNMENT

Motion – made by Councilmember Terry Fye to adjourn the City Council meeting. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

The meeting adjourned at 10:08pm.

Americans with Disabilities Act

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CITY COUNCIL AGENDA ITEM

SUBJECT: RZ 24-001 6039 Hillandale Drive

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

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

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap here to enter text.

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

Current Council Meeting: Tuesday, May 28, 2024

SUBMITTED BY: Tre' Jon Singletary, Senior Planner

PRESENTER: Shawanna Qawiy, Planning and Zoning Director

PURPOSE: A rezoning request for the property located at 6039 Hillandale Drive from M Light Industrial to R-100 Residential Medium Lot.

FACTS: The applicant is requesting a rezoning of the property located at 6039 Hillandale Drive. Currently +/- 5.21 acres, the property is currently zoned M-Light Industrial and located in the Stonecrest Overlay District Tier 6 , in the City Center future land use character area. The Community Planning Information Meeting was held on February 8, 2024. A Planning Commission meeting was held on March 5, 2024. The application was deferred from the March 25, 2024 and April 22, 2024 Mayor and City Council meetings until May 28th 2024.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

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

ATTACHMENTS:



CITY COUNCIL AGENDA ITEM

- (1) Attachment 1 - Ordinance
- (2) Attachment 2 - Staff Report
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

STATE OF GEORGIA

CITY OF STONECREST

ORDINANCE NO. ____ - _____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO REZONE PROPERTY LOCATED AT 6039 HILLANDALE DRIVE (PARCEL ID 16 088 02 002) FROM M (LIGHT INDUSTRIAL) DISTRICT TO R-100 (RESIDENTIAL MEDIUM LOT); TO PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, Article IX, Section II, Paragraph IV of the 1983 Constitution of the State of Georgia authorizes the City to adopt plans and exercise the power of zoning; and

WHEREAS, the governing authority of the City is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government; and

WHEREAS, the Mayor and City Council desire to rezone 6039 Hillandale Drive (Parcel ID 16 088 02 002) FROM M (Light Industrial) District TO R-100 (Residential Medium Lot) District; and

WHEREAS, pursuant to Sec. Sec. 7.3.5. of the City’s Zoning Code proposed amendments to the official zoning map shall require an application and public hearings before the planning commission and the Mayor and City Council; and

WHEREAS, from time-to-time amendments may be proposed for public necessity, general welfare, or sound zoning practice that justify such action; and

WHEREAS, the Planning and Zoning Department recommends approval of a rezoning for property located at 6039 Hillandale Drive; and

WHEREAS, the matter was heard in the City’s Community Planning Information Meeting pursuant to the provisions of the City’s Zoning Procedures Law; and

WHEREAS, a public hearing and recommendation pursuant to the provisions of the City’s Zoning Procedures Law has been provided by the Planning Commission; and

WHEREAS, a public hearing pursuant to the provisions of Georgia’s Zoning Procedures Law has been properly held by the City Council prior to the adoption of this Ordinance; and

WHEREAS, the health, safety, and welfare of the citizens of the city will be positively impacted by the adoption of this Ordinance.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA, and by the authority thereof:

Section 1. That the Zoning Ordinance of the City of Stonecrest be amended, and the official zoning map established in connection therewith be changed so that the following property located at 6039 Hillandale Drive, parcel number: 16 088 02 002 or as described on the zoning maps and associated site plan attached as Exhibit A FROM M (Light Industrial) District TO R-100 (Residential Medium Lot) District and for other purposes.

Section 2. That the rezoning will be approved with the following conditions.

1. Provide recommendations for eco-friendly burials;
2. Must submit a copy of the official (amended) plat to be recorded to the City of Stonecrest before recording as outlined by the Secretary of State; and

3. Must comply with all laws regulating cemeteries as outlined by the Georgias Board of Cemeterians.

4. An amendment to the zoning and future land use maps.

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

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

Section 5. The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener’s errors found in this Ordinance, including its exhibits, as enacted.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

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

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

ORDAINED this _____ day of _____, 2024.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



REZONING ANALYSIS

Prepared By: Tre’Jon Singletary, Senior Planner

Petition Number: RZ 24-001

Applicant: John Link
6201 Hillandale Drive
Lithonia, GA 30058
klink@memorialplaninc.com

Property Owner: John Link
6201 Hillandale Drive
Lithonia, GA 30058
klink@memorialplaninc.com

Project Location: 6039 Hillandale Drive (Parcel ID 16 088 02 002)

District: 2 – Councilperson Terry Fye

Acreage: +/- 5.21 acres

Existing Zoning: M (Light Industrial) District

Proposed Zoning: R-100 (Residential Medium Lot) District

Overlay: Stonecrest Overlay Tier 6

Future Land Use: City Center (CC)

Proposed Development/Request: The applicant is requesting to rezone the parcel from M-Light Industrial to R-100- Residential Medium Lot.

CPIM: February 8, 2024

Planning Commission: March 5, 2024

Mayor & City Council: March 25, 2024 **Deferred Until May 28, 2024**

Sign Posted/ Legal Ad(s) submitted: January 24, 2024

Staff Recommendations: **APPROVAL WITH CONDITIONS**

Planning Commission: **APPROVAL**

Location

The subject property is located at 6039 Hillandale Drive, Stonecrest, GA 30058. The property currently has one (1) access point on Hillandale Drive. Hillandale Drive is classified as a collector road.

The property abuts M (Light Industrial) zoning district to the west and R-100 (Residential Medium Lot) zoning district to the east.

Adjacent & Surrounding Properties	Zoning (Petition Number)	Land Use
Adjacent: North	R-100 (Residential Med Lot) District	Residential (Detached Single Family Home)
Adjacent: West	M (Light Industrial) District	Creative Kids Childcare Center Inc
Adjacent: East	R-100 (Residential Med Lot) District	Cemetery
Adjacent: South	-	Interstate 20

Background

The subject property zoning classification is M- Light Industrial.

The property is undeveloped land and wooded with no display of any floodway nor floodplain on the subject property. According to the applicant there is an existing creek that bisects the property limiting development. With the limited Hillandale Road frontage and the 150-ft state water buffers, development on this property will be limited. The 75' required buffer are provided on both sides of the property and will remain to protect the creek.

An existing cemetery adjacent to the property is currently shown within the City Center Character Area.

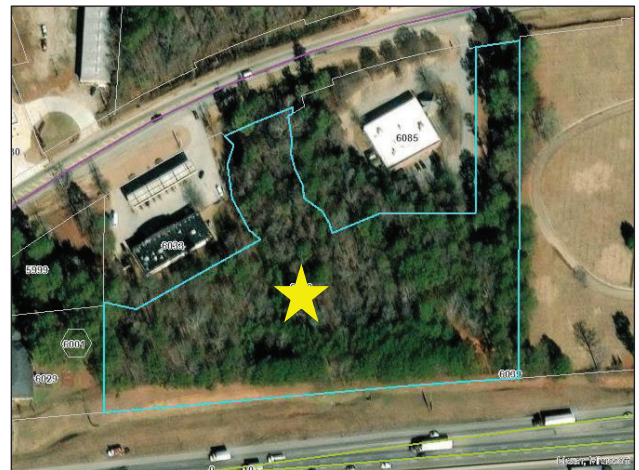
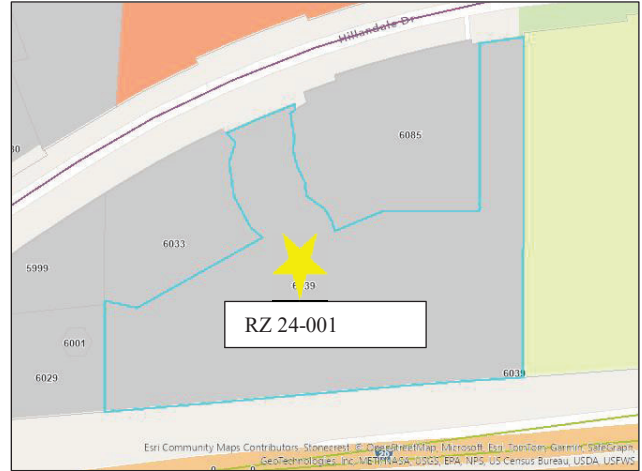
Traffic

The development plan will determine the impact that traffic will have on Hillandale Drive for a proposed development and surrounding properties.

Water/Sewer/Drainage

There will be storm water runoff for any development on this parcel. A review by DeKalb County Watershed Department and the City Engineer will determine the extent of the connections, sewer and drainage for this development and proper detention on the property.

PROJECT OVERVIEW



According to [Division 5, Section 2.5.1](#), the purpose and intent of the city council in establishing R-100 is to provide for the protection of neighborhoods within the city where lots have a minimum area of 15,000 square feet; to provide for compatible infill development in neighborhoods.

According to [Division 5, Section 3.5.3.](#), The purpose and intent of the city council in establishing the Stonecrest Area Compatible Use Zone Overlay District is to preserve, protect and enhance existing and proposed open space networks that are adjacent to or within the Stonecrest Area.



- CODE OF ORDINANCES
Chapter 27 - ZONING ORDINANCE
ARTICLE 2. - DISTRICT REGULATIONS
DIVISION 5. R-100 (RESIDENTIAL MEDIUM LOT-100) DISTRICT

DIVISION 5. R-100 (RESIDENTIAL MEDIUM LOT-100) DISTRICT

Sec. 2.5.1. Statement of purpose and intent.

The purpose and intent of the City Council in establishing the R-100 (Residential Medium Lot-100) District is as follows:

- A. To provide for the protection of neighborhoods within the city where lots have a minimum area of 15,000 square feet;
- B. To provide for compatible infill development in neighborhoods;
- C. To provide "For Sale", Single family detached residential subdivisions and For Sale Communities;
- D. To provide flexibility in design on the interior of new development while protecting surrounding development;
- E. To ensure that the uses and structures authorized in the R-100 (Residential Medium Lot-100) District are those uses and structures designed to serve the housing, recreational, educational, religious, and social needs of the neighborhood;
- F. To provide for appropriately sized accessible and useable open space in new developments for health, recreational and social opportunities for city residents; and
- G. To implement the future development map of the city's comprehensive plan.

(Ord. of 8-2-2017, § 1(2.5.1); Ord. No. 2022-10-03 , § 2(Exh. A), 10-24-2022)

DIVISION 5. STONECREST AREA OVERLAY DISTRICT

Sec. 3.5.3. Statement of purpose and intent.

The purpose and intent of the city council in establishing the Stonecrest Area Compatible Use Zone Overlay District is as follows:

- A. To preserve, protect and enhance existing and proposed open space networks that are adjacent to or within the Stonecrest Area;
- B. To enhance the long term economic viability of this portion of City of Stonecrest by encouraging new commercial and residential developments that increase the tax base and provide jobs to the citizens of City of Stonecrest;
- C. To implement the policies and objectives of the comprehensive plan and the policies and objectives of the design guidelines for the Stonecrest Overlay District;
- D. To establish and maintain a balanced relationship between industrial, commercial, and residential growth to ensure a stable and healthy tax base in City of Stonecrest;
- E. To provide a balanced distribution of regional and community commercial and mixed- use office centers;
- F. To support high density housing in office and mixed-use centers which have the appropriate location, access, and infrastructure to accommodate it;
- G. To encourage mixed-use developments that meet the goals and objectives of the Atlanta regional commission's smart growth and livable centers initiatives;
- H. To allow flexibility in development standards in order to encourage the design of innovative development projects that set high standards for landscaping, greenspace, urban design, and public amenities;
- I. To encourage an efficient land use and development plan by forming a live-work-play environment that offers employees and residents the opportunity to fulfill their daily activities with minimal use of single-occupant automobiles;
- J. To allow and encourage development densities and land use intensities that are capable of making productive use of alternative transportation modes such as bus transit, rail transit, ridesharing, bicycling and walking;
- K. To focus and encourage formation of a well-designed, pedestrian-friendly activity centers with high-density commercial and residential development that increases vitality and choices in living environments for the citizens of the City of Stonecrest;
- L. To protect established residential areas from encroachment of uses which are either incompatible or unduly cause adverse impacts on such communities;
- M. To protect the health, safety and welfare of the citizens of the City of Stonecrest;
- N. To promote uniform and visually aesthetic architectural features which serve to unify the distinctive visual quality of the Stonecrest Area Overlay District.

(Ord. of 8-2-2017, § 1(3.5.3); Ord. No. 2019-11-001, § 1, 11-25-2019; Ord. No. 2019-11-03, § 1, 11-25-2019)

COMPREHENSIVE PLAN ELEMENTS

LAND USE

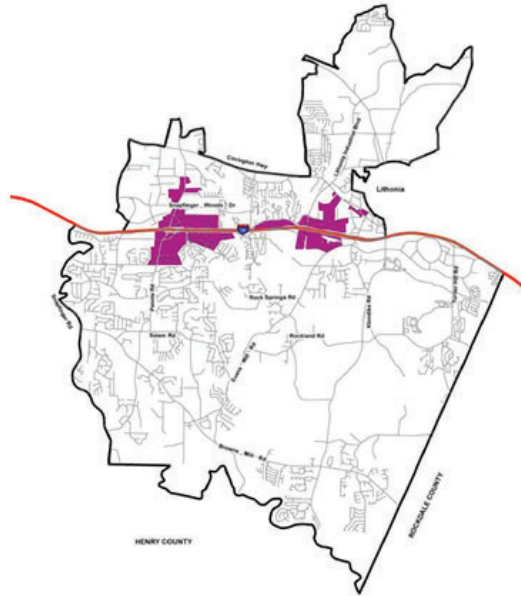
City Center (CC)

The intent of the City Center Character Area is to promote the concentration of residential and commercial uses, which serve surrounding communities in order to reduce automobile travel, promote walkability and increase transit usage.

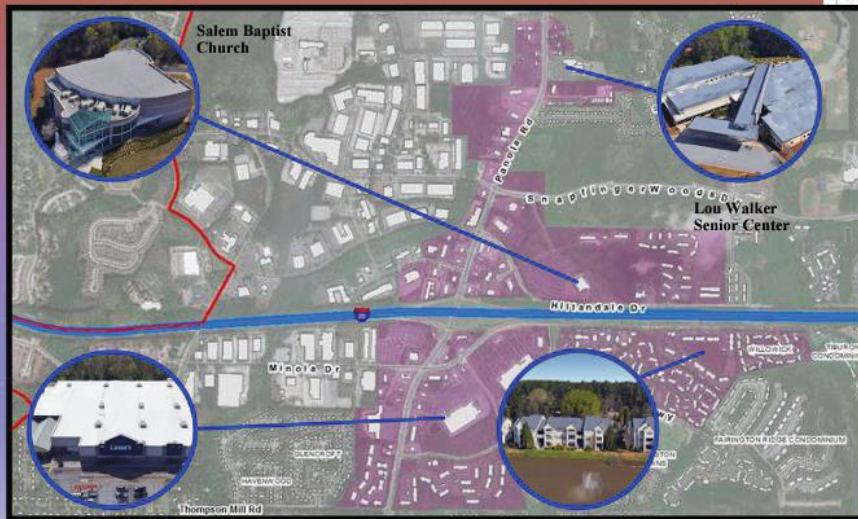
The areas should be a focal point for several neighborhoods with a variety of activities such as general retail, commercial, professional office, high-density housing, entertainment and recreational uses and appropriate public open spaces that are easily accessible by pedestrians. This character area is similar to neighborhood center, but at a larger scale. The preferred density for areas of this type is up to 40 dwelling units per acre.

City Center Character Area Locations

- Chupp Road
- Hilldale Road
- Fairington Road
- Panola Road and I-20
- Stewart Lake Court



City Center (CC)

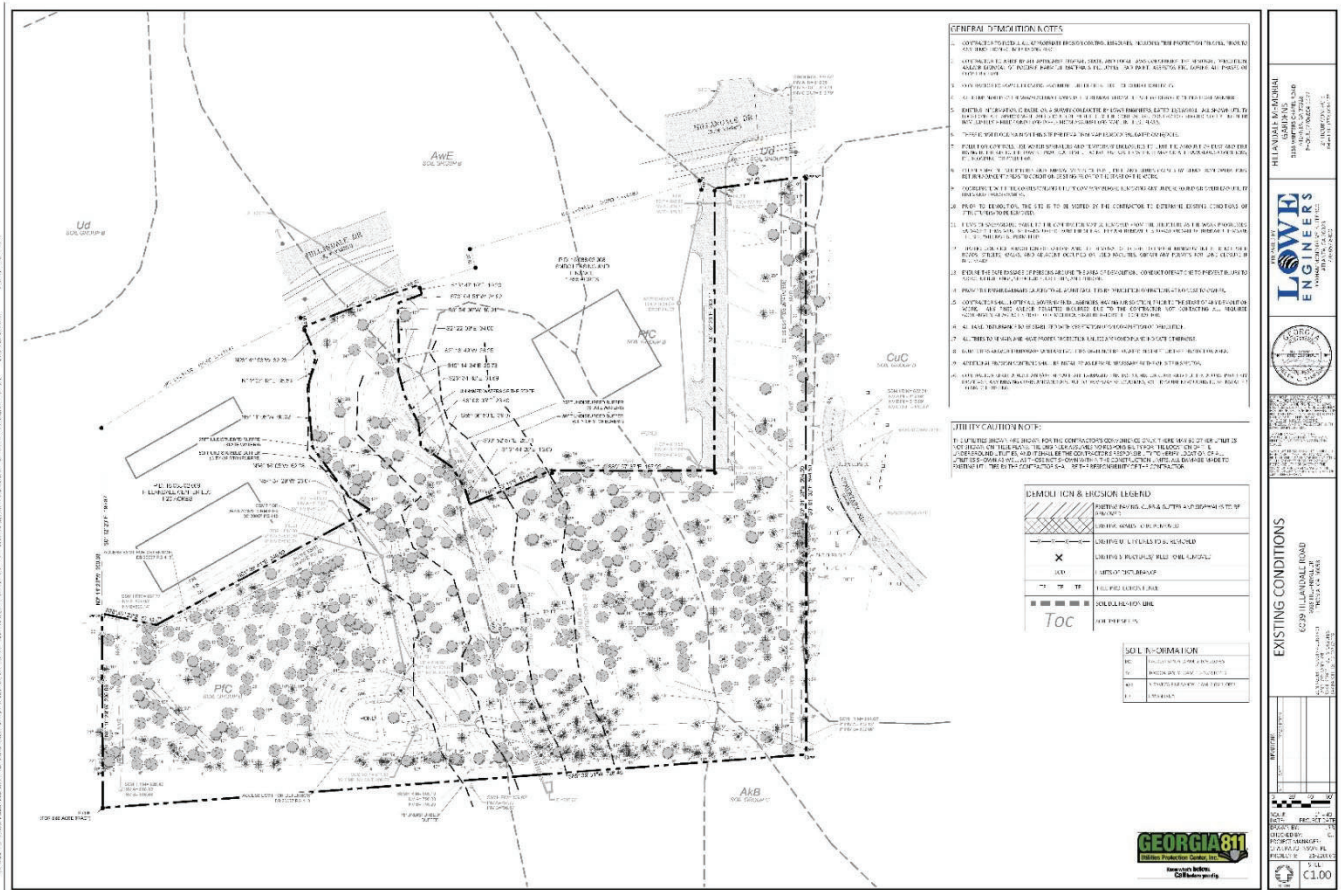


Building Community, Culture & Commerce For Now and Into The Future!

Public Participation

Property owners within 1,000 feet of the subject property were mailed notices of the proposed rezoning in January. The Community Planning Information Meeting (CPIM) was held on February 5, 2024, at 6:00 pm at city hall. There were not any concerns expressed during the CPIM. The Applicant did state that the parcel is split in half by state waters and that there is limited access to the parcel which makes the proposed zoning more suitable. Kelly Link, the owner of the proposed property, is also the owner of an adjacent property.

Existing Survey



RZ 24-001

ADDRESS: 6039 Hillandale Drive

CURRENT ZONING: M (Light Industrial) District

OVERLAY: Stonecrest Tier 6

FUTURE LAND USE: City Center (CC)

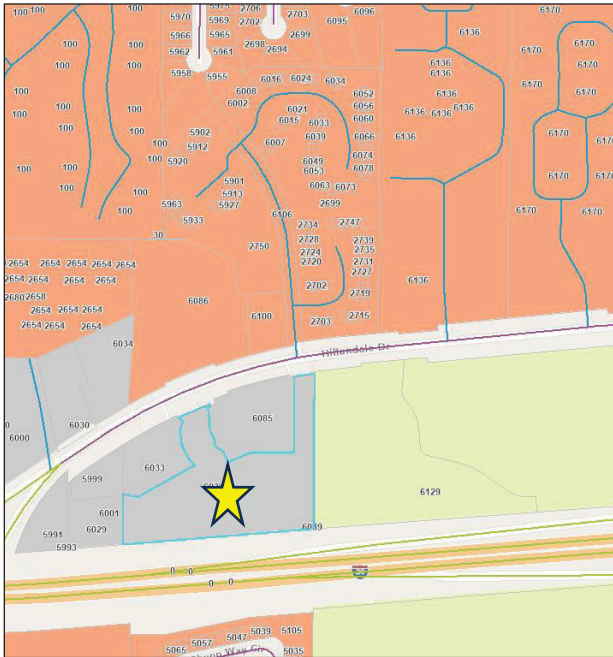


Subject Property

Aerial Map



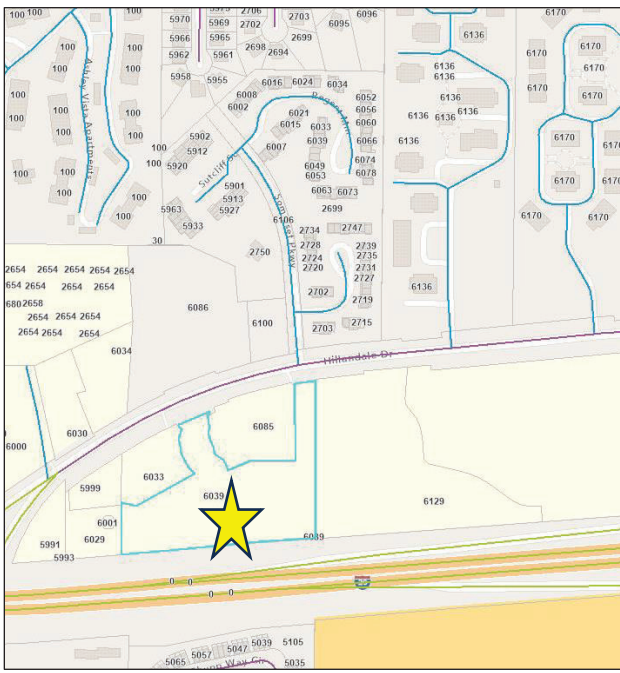
Zoning Map



Legend

- M - Light Industrial
- R-100 - Residential Med Lot
- MR-1 - Med Density Residential

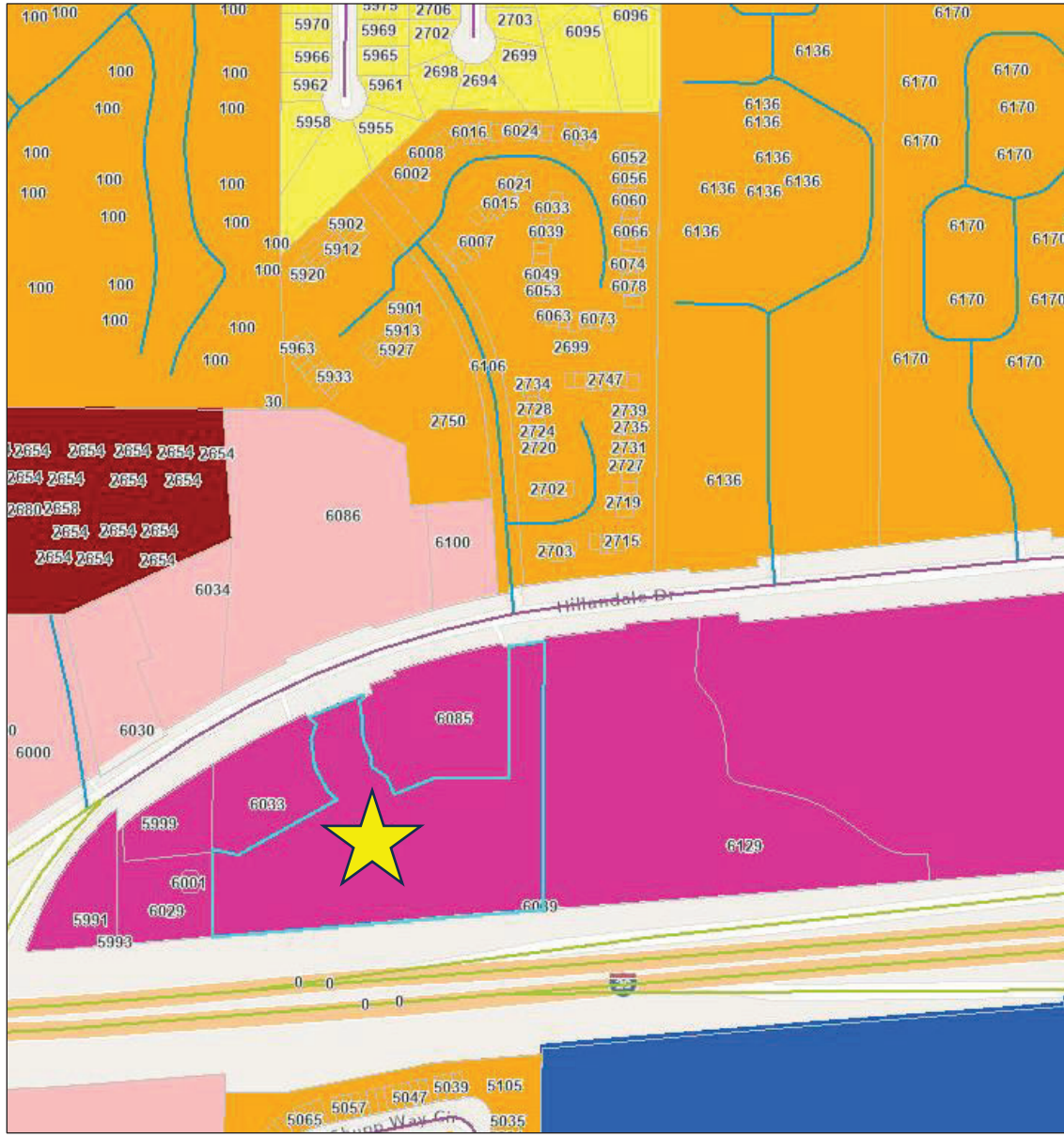
Over lay Map



Legend

- STONECREST OVD TIER 4
- STONECREST OVD TIER 6 - VIEWSHED

Future Land Use Map



Legend

- City Center
- Office Professional
- Institutional
- Suburban
- Neighborhood Center
- Urban Neighborhood

STANDARDS OF REZONING REVIEW

[Section 7.3.5](#) of the Stonecrest Zoning Ordinance list eight factors to be considered in a technical review of a zoning case completed by the Community Development Department and Planning Commission. Each element is listed with staff analysis.

- **Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan.**

The subject property is located within the City Center character area of the Stonecrest Comprehensive Plan. The intent of the City Center Character Area is to promote the concentration of residential and commercial uses, which serve surrounding communities to reduce automobile travel, promote walkability and increase transit usage.

The proposed zoning is in an area that is primarily medium density residential. The rezoning request does not align with the permitted zoning districts listed for City Center Future Land Use Destination.

- **Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property or properties.**

The proposed change in zoning will permit a use that would be suitable in the view and development of the nearby and adjacent properties. The R-100 Zoning classification would align with abutting properties.

- **Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.**

The property is currently zoned M-Light Industrial, which does not permit the development of detached single-family homes, or any other uses permitted in the R-100 zoning district. The property does have reasonable economic use as currently zoned.

- **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property or properties.**

The staff is unable to determine currently whether the proposed will have a negative impact on the existing use or usability of adjacent or nearby properties.

- **Whether there are other existing or changing conditions affecting the use and development of the property, which gives supporting grounds for either approval or disapproval of the zoning proposal.**

There are no changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal. According to the applicant there is an existing creek that bisects the property limiting development. With the limited Hillandale Road frontage and the 150-ft state water buffers, development on this property will be limited.



- **Whether the zoning proposal will adversely affect historic buildings, sites, districts, or archaeological resources.**

There are no historic buildings, sites, districts, or archaeological resources on the subject property.

- **Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.**

The zoning proposal will not result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The property is surrounded by R-100 Residential Medium Lot and M-Light Industrial zoning classifications.

- **Whether the zoning proposal adversely impacts the environment or surrounding natural resources.**

The zoning proposal will not adversely impact the environment or surrounding natural resources.

STAFF RECOMMENDATION

Staff recommend **APPROVAL with four (4) conditions** of the rezoning request. *(Amended 5/21/24)*

1. Amend the zoning and land use maps.
2. Burials must be eco-friendly;
3. Must submit a copy of the official (amended) plat to be recorded to the City of Stonecrest before recording as outlined by the Secretary of State; and
4. Must comply with all laws regulating cemeteries as outlined by the Georgias Board of Cemeterians.

PLANNING COMMISSION (PC) RECOMMENDATION – March 5, 2024

PC recommend **APPROVAL** of the rezoning request.

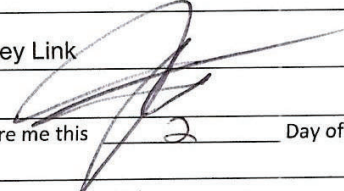
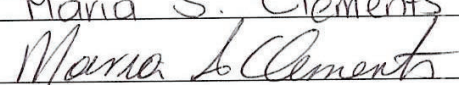


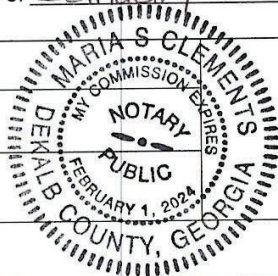
Attachment(s): RZ 23-013 Application Materials



Amendment Application

Property Information	Owner's Name: John Kelley Link
	Owner's Address: 6201 Hillandale Drive Lithonia, GA 30058
	Phone: [REDACTED] Fax: Email: klink@memorialplaninc.com
	Property Address: 6039 Hillandale Drive Lithonia, GA 30058 Parcel Size: 5.21 acres
	Parcel ID: DeKalb County Parcel ID: 16 088 02 002
	Current Zoning Classification: M
	Requested Zoning Classification: R-100
Applicant Information	Name: John Kelley Link
	Address: 6201 Hillandale Drive Lithonia, GA 30058
	Phone: [REDACTED] Fax: Email: klink@memorialplaninc.com
	Cell: [REDACTED]
Questionnaire	Is this development and/or request seeking any incentives or tax abatement through the City of Stonecrest or any entity that can grant such waivers, incentives, and/or abatements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	1. Will the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby properties? <u>Yes, adjacent and nearby parcels are zoned residential</u>
	2. Will the affected property of the zoning proposal have a reasonable economic use as currently zoned? Minimal, since the property has no visual representation from the access road, a creek, and state water buffers bisect the site. Existing businesses block the view from Hillandale Drive.
	3. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property? No, It will not adversely affect the adjacent properties. Residential uses have minimal density and traffic impacts.
	4. Are other existing or changing conditions affecting the existing use or usability of the development of the property which give supporting grounds for either approval or disapproval of the zoning proposal? No, the proposed zoning of R-100 from the existing zone of M, industrial, is a decrease of density and negligible increase the area's traffic.
	5. Will the zoning proposal adversely affect historic buildings, sites, districts, or archaeological resources? No
	6. Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools? <u>No</u>
Affidavit	<i>To the best of my knowledge, this zoning application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Stonecrest Zoning Ordinance.</i>

Applicant Signature	Applicant's Name: John Kelley Link	
	Applicant's Signature: 	Date: 1-2-24
Notary	Sworn to and subscribed before me this 2 Day of January 2024.	
	Notary Public: Maria S. Clements	
	Signature: 	
Fee	My Commission Expires: Feb 1, 2024	
	<input type="checkbox"/> Application Fee <input type="checkbox"/> Sign Fee <input type="checkbox"/> Legal Fee	
	Fee: \$	Payment: <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> CC Date:
	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied Date:	



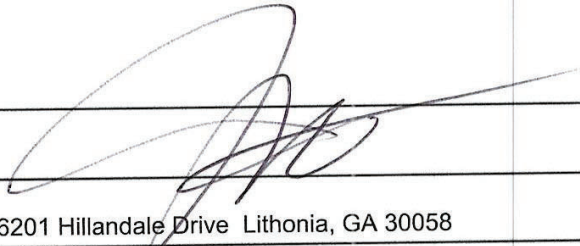
***One sign is required per street frontage and/or every 500 feet of street frontage**



Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

Yes No

Applicant / Owner	Signature: 
	Address: 6201 Hillandale Drive Lithonia, GA 30058
	Date: 1/2/24

If you answered yes above, please complete the following section:

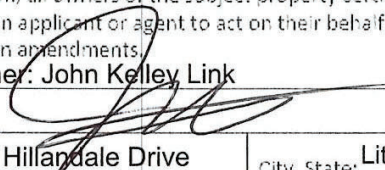
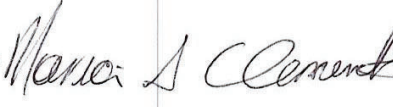
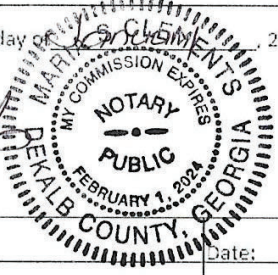
Date	Government Official	Official Position	Description	Amount



**Property Owner(s)
Notarized Certification**

The owner and petitioner acknowledge that this Land Use Petition application form is correct and complete. By completing this form, all owners of the subject property certify authorization of the filing of the application and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Owner: John Kelley Link

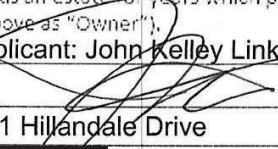

Property Owner (if Applicable)	Signature: 	Date: 01/12/24	
	Address: 6039 Hillandale Drive	City, State: Lithonia, GA	
	Phone: [REDACTED]	Zip: 30058	
	Sworn to and subscribed before me this <u>12</u> day of <u>JANUARY</u> , 20 <u>24</u> .		
Property Owner (if Applicable)	Notary Public: 		
	Signature:		Date:
	Address:		City, State:
	Phone:		Zip:
Property Owner (if Applicable)	Sworn to and subscribed before me this _____ day of _____, 20_____.		
	Notary Public:		
	Signature:	Date:	
	Address:	City, State:	
Property Owner (if Applicable)	Sworn to and subscribed before me this _____ day of _____, 20_____.		
	Notary Public:		
	Signature:	Date:	
	Address:	City, State:	

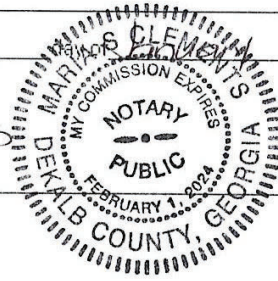


**Applicant/Petitioner
Notarized Certification**

Petitioner states under oath that: (1) he/she is the executor or Attorney-In-Fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Applicant: John Kelley Link

Applicant / Petitioner	Signature: 	Date: 01/12/24
	Address: 6201 Hillandale Drive	City, State: Lithonia Zip: 30058
	Phone: [REDACTED]	
Sworn to and subscribed before me this _____ day of _____, 20____		
Notary Public:		
Attorney / Agent	Signature:	Date:
	Address:	City, State: Zip:
	Phone:	
Sworn to and subscribed before me this <u>12</u> day of <u>January</u> , 20 <u>24</u> .		
Notary Public: 		



Record and Return to:
Thomas & Brown, LLC
3480 Preston Ridge Road, Suite 175
Alpharetta, GA 30005
Order No.: NF210167S
Tax Parcel ID: 16 088 02 002

2021141683 DEED BOOK 29654 Pg 408

Filed and Recorded:
8/19/2021 2:13:46 PM
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia
Real Estate Transfer Tax \$329.00

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FULTON

THIS INDENTURE, made this 5th day of August, 2021, between

A. R. Barksdale, Inc. and Steven R. Frey

as party or parties of the first part, hereinafter called Grantor, and

John Link

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor, for and in consideration of the sum of TEN AND 00/100's DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to wit:

All that tract or parcel of land lying and being in Land Lot 88 of the 16th District of DeKalb County, Georgia, and being more particularly described as follows:

Beginning at a one-half inch iron pin found on the North right-of-way of Interstate 20, said iron pin being located 419 feet Easterly as measured along the North right-of-way of Interstate 20 with the East right-of-way of Old Chupp Road 60 feet right-of-way; running thence Northerly at an interior angle of 85 degrees 49 minutes with Interstate 20 390.93 feet to a concrete monument on the Southeast right-of-way of Hillandale Drive; running thence Northeasterly along the Southeast right-of-way of Hillandale Drive an arc distance of 234.60 feet (which is subtended by a chord measurement of 234.50 feet) to an iron pin set where the right-of-way of Hillandale Drive widens; running thence Southeasterly at an interior angle of 77 degrees 18 minutes with the previous chord bearing of Hillandale Drive 9.9 feet to a one-half inch pin set; running thence Northeasterly along said right-of-way along a chord having an interior angle of 272 degrees 54 minutes 22 seconds with the previous call, an arc distance of 186.90 feet (which is subtended by a chord measurement of 186.81 feet) to a concrete monument where the right-of-way of Hillandale Drive narrows; running thence North along the right-of-way of Hillandale Drive at an interior angle of 265 degrees 35 minutes 24 seconds with the preceding chord bearing 19.9 feet to half-inch iron pin set on the Southeast right-of-way of Hillandale Drive; continuing thence Northeasterly along the Southeast

GA_Deed_LimitedWarranty

NF210167S

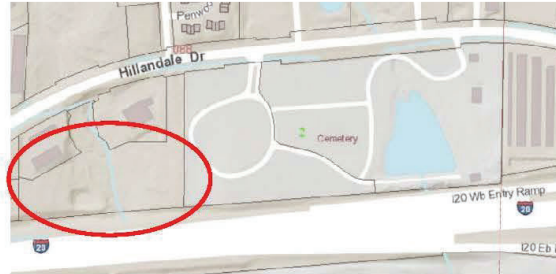


January 4, 2024

Matthew Williams
Tre'Jon Singletary
City of Stonecrest

RE: 6039 Hillandale Drive, Rezone M to R-100

Per our conversations, we are applying for the rezoning of the property 6039 Hillandale Drive. It is a vacant property located between I-20 and Hillandale Drive as shown in the adjacent aerial view. Our client requests a rezoning of this property from zone Industrial M to Residential R-100. Residential is the zoning of most of the area's properties and this proposal fits within the comprehensive plan and future land use.



6039 Hillandale Drive
16 088 02 002
Current Zoning: M
5.49 Acres
Owner: John Kelley Link

Please feel free to call or email me if you have any questions and thank you for your time.



Helen Simpson, PE
Lowe Engineers
[REDACTED]
Helen.simpson@loweengineers.com



6039 Hillandale Drive
Rezoning Application (M to R100) - Environmental Site Analysis Response

Conformance to the Comprehensive Plan

The property is designated within the City Center Character Area and is a wooded site with a creek bisecting the land. The creek is controlled by an upstream culvert under Hillandale Drive and downstream by box culvert crossings under I-20. No floodplain lies on the expansion property according to the FEMA FIRM map and no wetlands are recorded on the expansion property per the Wetland Mapper. (See attached maps)



The adjacent properties are:

- East: 6201 & 6129 Hillandale Drive - Existing Hillandale Memorial Gardens cemetery,
- West: 6029 Hillandale Drive - Creative Kids Day Care
- North: 6033 Hillandale Drive - Shell Fuel Station
6085 Hillandale Drive - Medical office building
- South: I-20 right of way

Existing Conditions (NTS)



390 Hammond Drive, Suite 900, Atlanta, Georgia 30328
Phone: 770.857.8400 | Fax: 770.857.8401 | loweengineers.com

The Comprehensive Land Use Plan 2038 designates both this property and the adjacent existing cemetery within the City Center (CC) Character Area and the Teir 6 Overlay. This property is currently zoned industrial which is not a land use type in the City Center while residential is part of the character. (Figure LU-06)

City of Stonecrest
Comprehensive Plan 2038 “The City of Innovation and Excellence” 
COMPREHENSIVE PLAN ELEMENTS **LAND USE**

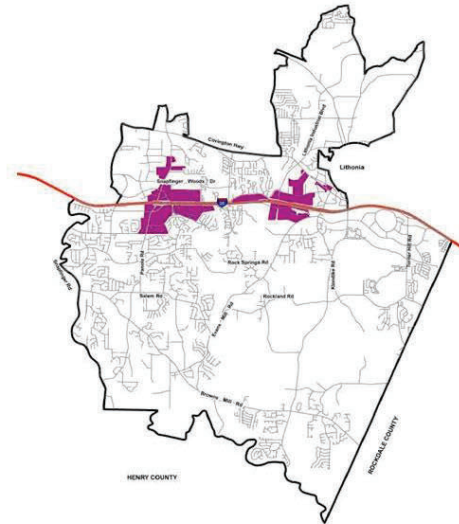
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The areas should be a focal point for several neighborhoods with a variety of activities such as general retail, commercial, professional office, high-density housing, entertainment and recreational uses and appropriate public open spaces that are easily accessible by pedestrians. This character area is similar to neighborhood center, but at a larger scale. The preferred density for areas of this type is up to 40 dwelling units per acre.

City Center Character Area Locations

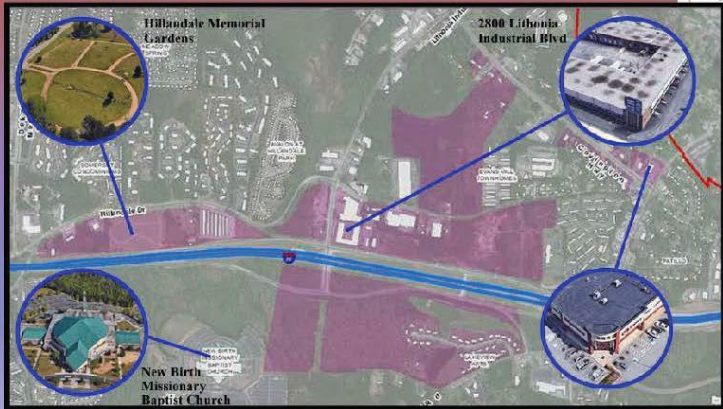
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- Hillandale Road
- Fairington Road
- Panola Road and I-20
- Stewart Lake Court

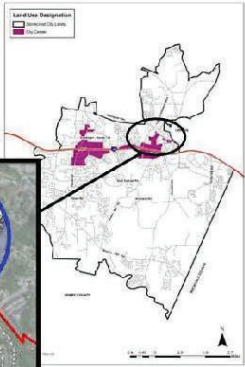


Building Community, Culture & Commerce For Now and Into The Future!

151

City Center (CC)





Building Community, Culture & Commerce For Now and Into The Future!

153



The rezoning from M, Industrial, to R-100, Residential, is an appropriate use for this land. The cemetery is specifically shown within the Stonecrest Comprehensive Plan City Center Character Area. The limited Hillandale Road frontage and the 150-foot state water buffers for the existing creek that bisects the expansion property creates a hardship for other types of development. Residential uses on this parcel will create minimal additional usage to the local transportation network, the water and sewer system, and school system. The proposed site also provides a nature area within the 150' state waters buffer through the middle of expansion.

It appears that part of this property had been cleared in the past and contains a master dry stormwater management pond onsite that treats this property as well as the adjacent fuel station and medical office building that front on Hillandale Drive.

Wetlands - Absence

Wetland Mapper shows no wetlands on the parcel. (See attached map)

Floodplain - Absence

FEMA Firmette shows no floodplain on the parcel. (See attached map)

Streams/Stream Buffers - Presence

75' state waters buffers are provided on both sides of the state water protecting the creek's environment accordingly. Residential uses will be designed around these buffers.

Slopes exceeding 25% over a 10-foot rise in elevation

The field topography survey shows no natural slopes exceeding 25% slopes over a 10' rise. The small area of an older manmade dry stormwater management pond has a small area with these slopes but these slopes will be softened with a proposed plan.

Vegetation

The site is generally wooded. See the attached pdf for the existing survey with tree locations. No known wildlife species were observed on the site visit. This area is not listed on the Georgia DNR wildlife resources website.

Archeological/Historical Sites

No known archeological/historical sites were observed on the site visit. This property is not located within the Davidson-Aarabia Mountain Nature Preserve.

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIS PANEL LAYOUT


SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, AE2
		With BFE and Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee, See Notes, Zone X
		Area with Flood Risk due to Levee, Zone X
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LGMRs
GENERAL STRUCTURES		Area of Unincorporated Flood Hazard Zone X
		Channel, Culvert, or Storm Sewer Levee, Dike, or Retention Wall
OTHER FEATURES		Cross Sections with 1% Annual Chance
		Water Surface Boundary
		Channel Transition
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Channel Transition, Boundary
		Profile Boundary
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is the only one described below. The basemap shown complies with FEMA's basemap accuracy standards.

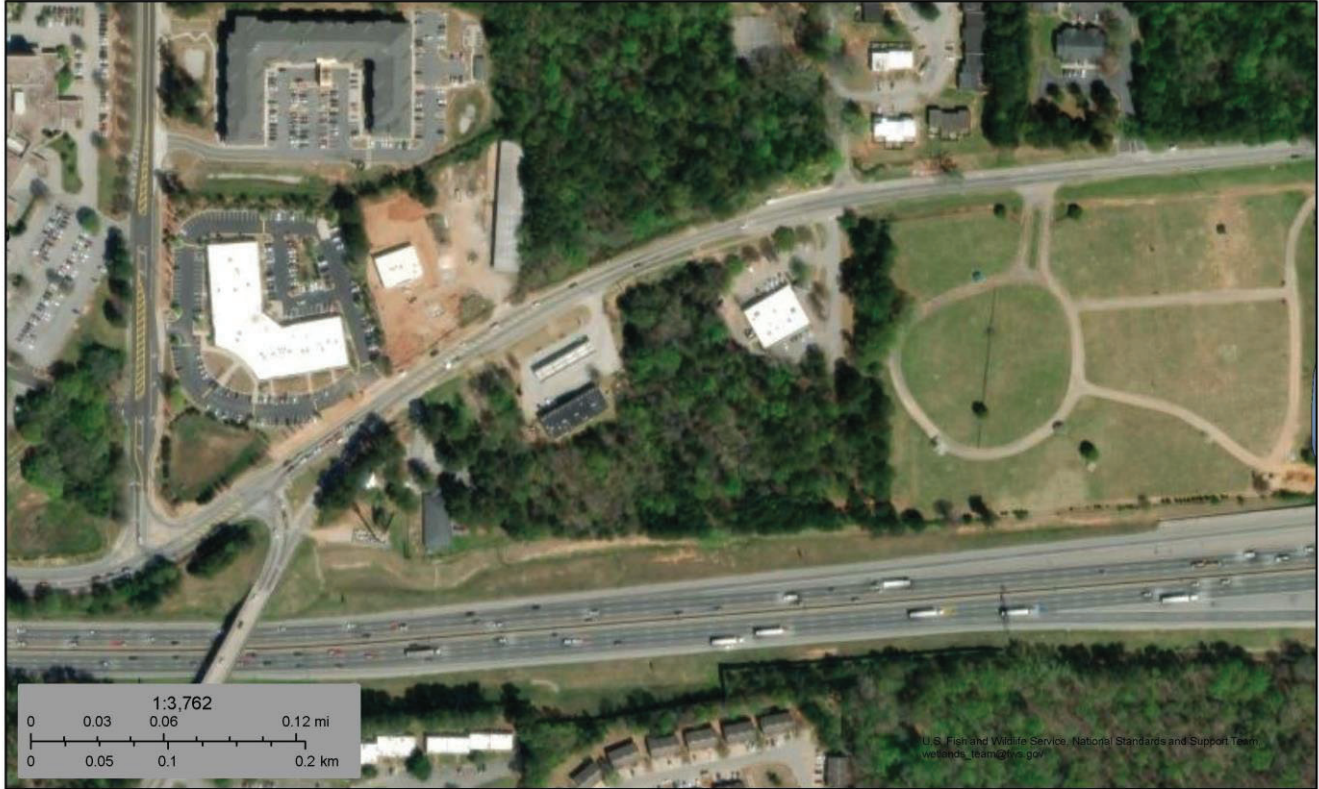
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was updated on 11/13/2025 at 10:58 PM and does not reflect changes or information subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, authority identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unincorporated areas should be used for regulatory purposes.



U.S. Fish and Wildlife Service
National Wetlands Inventory

Wetland Mapper - 6039 Hillandale Drive



November 13, 2023

Wetlands

- | | | | | | |
|---|--------------------------------|---|-----------------------------------|---|----------|
|  | Estuarine and Marine Deepwater |  | Freshwater Emergent Wetland |  | Lake |
|  | Estuarine and Marine Wetland |  | Freshwater Forested/Shrub Wetland |  | Other |
| | |  | Freshwater Pond |  | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper



Attachment(s): Ordinance(s)



- CODE OF ORDINANCES
Chapter 27 - ZONING ORDINANCE
ARTICLE 2. - DISTRICT REGULATIONS
DIVISION 31. M (LIGHT INDUSTRIAL) DISTRICT

DIVISION 31. M (LIGHT INDUSTRIAL) DISTRICT

Sec. 2.31.1. Statement of purpose and intent.

The purpose and intent of the City Council in establishing the M (Light Industrial) District is as follows:

- A. To provide areas for the establishment of businesses engaged in the manufacturing, processing, creating, repairing, renovating, painting, cleaning, or assembling of goods, merchandise, or equipment and the sale and distribution of such goods, merchandise or equipment in locations so designated in the comprehensive plan;
- B. To provide an environment for light industrial uses that produces no appreciable impact on adjacent properties and preserve the appeal and appearance of residential and commercial areas;
- C. To ensure that all establishments located within the M (Light Industrial) District operate in compliance with the noise standards contained in this chapter and that any negative noise impact resulting from the use of land within the M (Light Industrial) District is contained within the boundaries of said district and does not create noise problems for adjoining residential, office or commercial districts;
- D. To provide an area within City of Stonecrest for recycling and green businesses to locate;
- E. To generate employment opportunities and economic development;
- F. To ensure that M (Light Industrial) Districts are so located that transportation access to thoroughfares and freeways is available;
- G. To allow for the conversion of industrial buildings which are 50 years of age or older to multifamily dwellings so as to promote living and working space as well as historic preservation;
- H. To implement the future development map of the city's most current comprehensive plan.

(Ord. of 8-2-2017, § 1(2.31.1))

Sec. 2.31.2. Permitted and special land uses.

Permitted uses and uses requiring special land use permits shall be as provided below. In cases where a use is permitted but there are supplemental use regulations for that use specified in article 4 of this chapter, such regulations shall also apply and must be complied with.

- A. Permitted Uses. The following uses are permitted as of right under this Code:
 - 1. Agricultural Activities.
 - a. Dairy.
 - b. Keeping of livestock.
 - c. Keeping of poultry/pigeons.
 - d. Sawmill; temporary or portable.
 - e. Urban Community Garden, up to 5 acres; see section 4.2.

2. Institutional/Public.
 - a. Colleges, universities, research and training facilities.
 - b. Golf course or clubhouse, public or private; see section 4.2.
 - c. Government facilities.
 - d. Hospital or accessory ambulance service.
 - e. Places of worship; see section 4.2
 - f. Swimming pools, commercial; see section 4.2.
 - g. Tennis courts, swimming pools, play or recreation areas, community; see section 4.2.
3. Commercial.
 - a. Adult daycare center, 7 or more; see section 4.2.
 - b. Alcohol outlet—package store, primary; see section 4.2.
 - c. Alcohol outlet—beer and/or wine store, beer growler, primary; see section 4.2.
 - d. Alcohol outlet—beer and wine, accessory to retail less than 12,000 sf (see also 4.1.3(F)); see section 4.2.
 - e. Ambulance service or emergency medical services, private.
 - f. Animal hospital, veterinary clinic; see section 4.2.
 - g. Animal shelter/rescue center; see section 4.2.
 - h. Automobile brokerage; see section 4.2.
 - i. Automobile recovery and storage.
 - j. Automobile service station; see section 4.2.
 - k. Automobile or truck rental or leasing facilities; see section 4.2.
 - l. Automobile or truck sales; see section 4.2.
 - m. Automobile upholstery shop.
 - n. Automobile wash/wax service; see section 4.2.
 - o. Automobile repair, major; see section 4.2.
 - p. Automobile repair, minor; see section 4.2.
 - q. Banks, credit unions or other similar financial institutions.
 - r. Barber shop/beauty salon or similar establishments.
 - s. Brewery, craft (micro-brewery).
 - t. Brewpub/beer growler.
 - u. Building or construction office; see section 4.2.
 - v. Catering establishments.
 - w. Check cashing establishment, accessory; see section 4.2.
 - x. Check cashing establishment, primary; see section 4.2.

- y. Child day care center (kindergarten), 7 or more.
- z. Clinic, health services.
- aa. Club, order or lodge, fraternal, non-commercial.
- bb. Commercial greenhouse or plant nursery; see section 4.2.
- cc. Contractor office, landscape; see section 4.2.
- dd. Distillery (micro-distillery).
- ee. Dog day care; see section 4.2.
- ff. Dog grooming; see section 4.2.
- gg. Drive-in theater; see section 4.2.
- hh. Drive-through facilities; see section 4.2.
- ii. Dry cleaning agencies, pressing establishments or laundry pick-up stations.
- jj. Fairground or amusement park; see section 4.2.
- kk. Farmer's market, permanent; see section 4.2.
- ll. Fitness center.
- mm. Fuel dealers or wholesalers.
- nn. Heliport; see section 4.2.
- oo. Kennel, breeding.
- pp. Kennel, commercial.
- qq. Kidney dialysis center.
- rr. Medical or dental laboratories.
- ss. Landscape business.
- tt. Liquor store (see alcohol outlet); see section 4.2.
- uu. Mini-warehouse; see section 4.2.
- vv. Outdoor storage, commercial; see section 4.2.
- ww. Parking, commercial lot; see section 4.2.
- xx. Parking, commercial garage.
- yy. Pawn shop, title loan; see section 4.2.
- zz. Personal services establishment.
- aaa. Printing or publishing establishments.
- bbb. Recreational vehicle, boat and trailers sales and service.
- ccc. Restaurants (non drive-thru).
- ddd. Retail, 5,000 sf or less (with the exception of small box discount stores).
- eee. Retail warehouses/wholesales providing sales of merchandise with no outdoor storage.
- fff. Special events facility.

- ggg. Taxi, ambulance or limousine service, dispatching or storage; see section 4.2.
- hhh. Taxi stand.
- iii. Trade shops.
- 4. Industrial.
 - a. Alternative energy production.
 - b. Building materials or lumber supply establishment.
 - c. Contractor, general.
 - d. Contractor heavy construction, outside storage.
 - e. Contractor, special trade.
 - f. Crematorium; see section 4.2.
 - g. Fabricated metal manufacture without EPD permit required (Light manufacturing).
 - h. General aviation airport; see section 4.2.
 - i. Heavy equipment repair service or trade.
 - j. Industrial, light.
 - k. Manufacturing, light.
 - l. Outdoor storage, industrial; see section 4.2.
 - m. Railroad car classification yards or team truck yards; see section 4.2.
 - n. Recovered materials facility wholly within a building; see section 4.2.
 - o. Recovered materials processing wholly within a building.
 - p. Recycling collection.
 - q. Recycling plant.
 - r. Research and testing facilities.
 - s. Towing or wreckage service.
 - t. Transportation equipment storage or maintenance (vehicle); see section 4.2.
 - u. Truck stop.
 - v. Truck terminal.
 - w. Vehicle storage yard.
 - x. Warehousing or storage.
- 5. Communications—Utility.
 - a. Essential services.
 - b. Radio or television broadcasting studio.
 - c. Radio or television or broadcasting transmission facility.
 - d. Satellite television antenna; see section 4.2.
- 6. Wireless Telecommunications.

- a. Attached wireless telecommunication facility; see section 4.2.
- b. Carrier on Wheels (declared emergency); see section 4.2.
- B. Special Administrative Uses. The following uses are permitted only with administrative approval:
 - 1. Agricultural.
 - a. Urban, community garden, over 5 acres.
 - 2. Commercial.
 - a. Farmer's market, temporary/seasonal; see section 4.2.
 - b. Temporary outdoor retail sales; see section 4.2.
 - c. Temporary outdoor sales; seasonal; see section 4.2.
 - d. Temporary outdoor sales or events, seasonal; see section 4.2.
 - e. Temporary produce stand; see section 4.2.
 - f. Temporary trailer, as home sales office or construction trailer; see section 4.2.
 - 3. Wireless Telecommunications.
 - a. Carrier on wheels (non-emergency or event, no more than 120 days); see section 4.2.
 - b. New support structure from 50 feet up to 199 feet; see section 4.2.
 - c. Small cell installations (new support structures or collocation) on private property or ROW; see section 4.2.
- C. Special Land Use Permit. The following uses are permitted only with a special land use permit:
 - 1. Institutional/Public.
 - a. Cultural facilities.
 - b. School, specialty; see section 4.2.
 - c. School, vocational; see section 4.2.
 - 2. Commercial.
 - a. Bus or rail stations or terminals for passengers.
 - b. Fuel pumps; see section 4.2.
 - c. Nightclub or late night establishment; see section 4.2.
 - d. Recreation, outdoor; see section 4.2.
 - e. Restaurants with a drive-thru configuration; see section 4.2.
- D. Permitted Accessory. The following uses are permitted as accessory only to a principal use:
 - 1. Commercial.
 - a. Fuel pumps, accessory to large scale retail within 1,000 feet of interstate highway interchange measured from ROW to property line; see section 4.2.
 - b. Service area, outdoor; see section 4.2.
 - 2. Industrial.
 - a. Incidental retail sales of goods produced or processed on the premises.

(Ord. of 8-2-2017, § 1(2.31.2); Ord. No. 2022-06-01, § 2(Exh. A), 8-2-2022)

Sec. 2.31.3. Dimensional requirements.

Dimensional requirements for the M (Light Industrial) District shall be as provided in Table 2.24, Nonresidential Zoning Districts Dimensional Requirements.

(Ord. of 8-2-2017, § 1(2.31.3))

Sec. 2.31.4. Site and building design standards.

Site and building design standards and regulations to be applied in this zoning district shall be as provided in article 5 of this chapter, site design and building form standards.

(Ord. of 8-2-2017, § 1(2.31.4))

Sec. 2.31.5. Multifamily use provisions for industrial conversion.

A. The conversion of industrial buildings to residential use shall be permitted by a special land use permit. The following shall be considered:

1. Whether the building is located on the interior or periphery of an established industrial park or area;
2. Whether the building or area should no longer be used for industrial uses;
3. Adequate parking is provided in accordance with article 6 of this chapter, for multifamily or live-work.

(Ord. of 8-2-2017, § 1(2.31.5))



- CODE OF ORDINANCES
Chapter 27 - ZONING ORDINANCE
ARTICLE 2. - DISTRICT REGULATIONS
DIVISION 5. R-100 (RESIDENTIAL MEDIUM LOT-100) DISTRICT

DIVISION 5. R-100 (RESIDENTIAL MEDIUM LOT-100) DISTRICT

Sec. 2.5.1. Statement of purpose and intent.

The purpose and intent of the City Council in establishing the R-100 (Residential Medium Lot-100) District is as follows:

- A. To provide for the protection of neighborhoods within the city where lots have a minimum area of 15,000 square feet;
- B. To provide for compatible infill development in neighborhoods;
- C. To provide "For Sale", Single family detached residential subdivisions and For Sale Communities;
- D. To provide flexibility in design on the interior of new development while protecting surrounding development;
- E. To ensure that the uses and structures authorized in the R-100 (Residential Medium Lot-100) District are those uses and structures designed to serve the housing, recreational, educational, religious, and social needs of the neighborhood;
- F. To provide for appropriately sized accessible and useable open space in new developments for health, recreational and social opportunities for city residents; and
- G. To implement the future development map of the city's comprehensive plan.

(Ord. of 8-2-2017, § 1(2.5.1); Ord. No. 2022-10-03, § 2(Exh. A), 10-24-2022)

Sec. 2.5.2. Permitted and special land uses.

Permitted uses and uses requiring special land use permits shall be as provided below. In cases where a use is permitted but there are supplemental use regulations for that use specified in article 4 of this chapter, such regulations shall also apply.

- A. Permitted Uses. The following uses are permitted as of right under this Code:
 - 1. Agricultural Activities.
 - a. Keeping of livestock; see section 4.2.
 - b. Keeping of poultry/pigeons; see section 4.2.
 - c. Riding academies or stables; see section 4.2.
 - d. Urban Community Garden, up to 5 acres; see section 4.2.
 - 2. Residential.
 - a. Dwelling, single-family (detached).
 - 3. Institutional/Public.
 - a. Golf course or clubhouse, public or private; see section 4.2.

- b. Government facilities.
- c. Neighborhood or subdivision clubhouse or amenities; see section 4.2.
- d. School, public kindergarten, elementary, middle or high schools.
- 4. Communications—Utility.
 - a. Essential services.
 - b. Satellite television antenna; see section 4.2.
- 5. Wireless Telecommunications.
 - a. Carrier on Wheels (declared emergency); see section 4.2.
- B. Special Administrative Uses. The following uses are permitted only with administrative approval:
 - 1. Agricultural.
 - a. Urban, community garden, over 5 acres.
 - 2. Residential.
 - a. Home occupation, no customer contact; see section 4.2.
 - 3. Commercial.
 - a. Farmer's market, temporary/seasonal; see section 4.2.
 - b. Temporary outdoor retail sales; see section 4.2.
 - c. Temporary outdoor sales or events, seasonal; see section 4.2.
 - d. Temporary produce stand; see section 4.2.
 - e. Temporary trailer, as home sales office or construction trailer; see section 4.2.
 - 4. Wireless Telecommunications.
 - a. Attached wireless telecommunication facility used for non-residential purposes (prohibited if used as residential).
 - b. Carrier on wheels (non-emergency or event, no more than 120 days); see section 4.2.
 - c. Small cell installations (new support structures or collocation) on private property or ROW; see section 4.2.
- C. Special Land Use Permit. The following uses are permitted only with a special land use permit:
 - 1. Residential.
 - a. Bed and breakfast establishment; see section 4.2.
 - b. Home occupation, with customer contact; see section 4.2.
 - c. Child care home, 5 or less; see section 4.2.
 - d. Convents or monasteries; see section 4.2.
 - e. Personal care home, 6 or less; see section 4.2.
 - f. Senior housing; see section 4.2.
 - g. Short-term vacation rental.
 - 2. Institutional/Public.

- a. Cemetery, columbarium, mausoleum; see section 4.2.
 - b. Places of worship; see section 4.2.
 - c. Recreation club; see section 4.2.
 - d. School, private kindergarten, elementary, middle or high schools; see section 4.2.
 - e. Swimming pools, commercial; see section 4.2.
3. Commercial.
- a. Adult daycare facility, up to 6; see section 4.2.
 - b. Child day care facility, up to 6; see section 4.2.
 - c. Kennel, noncommercial.
4. Communication—Utility.
- a. Amateur radio service or antenna; see section 4.2.
5. Wireless Telecommunication.
- a. New support structure from 51 feet to 150 feet; see section 4.2.
- D. Permitted Accessory. The following uses are permitted as accessory only to a principal use:
- 1. Residential.
 - a. Accessory uses or structures.
 - b. Dwelling, single-family, accessory (guesthouse, in-law suite); see section 4.2.
 - 2. Institutional/Public.
 - a. Educational use, private; see section 4.2.
 - b. Tennis courts, swimming pools, play or recreation areas, community; see section 4.2.
 - 3. Commercial.
 - a. Fitness center.

(Ord. of 8-2-2017, § 1(2.5.2); Ord. No. 2022-06-01 , § 2(Exh. A), 8-2-2022)

Sec. 2.5.3. Dimensional requirements.

Dimensional requirements for the R-100 (Residential Medium Lot-100) District shall be as provided in Table 2.2, Residential Zoning Districts Dimensional Requirements.

(Ord. of 8-2-2017, § 1(2.5.3))

Sec. 2.5.4. Site and building design standards.

Design standards and regulations to be applied in this zoning district shall be as provided in article 5 of this chapter, site design and building form standards.

(Ord. of 8-2-2017, § 1(2.5.4))



Attachment(s): Community Planning Information Meeting (CPIM) Summary Minutes



CITY OF STONECREST, GEORGIA

Community Planning Information Meeting (CPIM)

February 8, 2024, at 6:00 P.M.

Planning-zoning@stonecrestga.gov

***IN-PERSON MEETING**

[Stonecrest's YouTube Broadcast Link](#)

I. CALL TO ORDER: Mr. Tre'Jon Singletary, Senior Planner

The meeting was called to order at 6:00 pm.

II. INTRODUCTIONS: Senior Planner Tre'Jon Singletary, Planner Felisha Blair, and Planning Administrative Technician Cobi Brown were in attendance.

III. PURPOSE AND INTENT OF THE COMMUNITY PLANNING INFORMATION MEETING

An informational meeting that allows staff and applicants to inform the public of upcoming developments/projects;

Allow the citizens, business owners, and developers of Stonecrest opportunities to review all petitions, ask questions of all applicants, and express any preliminary concerns;

Bridge the relationships between developers, residents, and staff

Occurrence is every 2nd Thursday of each month

IV. PUBLIC COMMENTS:

Citizens wishing to actively participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request including your full name, address, and position on the agenda item you are commenting on (for or against) via email to Planning-Zoning@stonecrestga.gov by 5 pm the day before the Public Hearing, February 7, 2024, to be read into the record at the meeting.

V. Case(s) of Discussion:

- LAND USE PETITION:** RZ24-001
- PETITIONER:** Helen Simpson of Lowe Engineers
- LOCATION:** 6039 Hillandale Drive
- OVERLAY DISTRICT:** Stonecrest Tier 6
- PETITIONER'S REQUEST:** Petitioner is seeking to rezone the parcel from M (Light Industrial) District to R-100 (Residential Medium Lot) District.

37 RZ 24-001 6039 Hillandale Drive



CITY OF STONECREST, GEORGIA

Helen Simpson the applicant was called to speak. She stated that the parcel is split in half by state waters and that there is limited access to the parcel which makes the proposed zoning more suitable. Kelly Link the owner of the proposed property is also an owner of an adjacent property.

VI. ANNOUNCEMENT

Meetings for the Comprehensive Plan Update

VII. ADJOURNMENT

The meeting was adjourned at 6:11 pm.

Americans with Disabilities Act

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

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



Attachment(s): Planning Commission (PC) Unsigned Summary Minutes



PLANNING COMMISSION MEETING MINUTES
Stonecrest City Hall - 6:00 PM *In-Person Meeting
March 5, 2024



As set forth in the Americans with Disabilities Act of 1990, the City of Stonecrest will assist citizens with special needs given notice (7 working days) to participate in any open meetings of the City of Stonecrest. Please contact the City Clerk's Office via telephone (770-224-0200).

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

Citizens wishing to make a comment during the public hearing portion of the meeting can do so by attending the hearing in-person or submitting their comment(s) to Planning and Zoning Staff via email Planning-Zoning@stonecrestga.gov on the day of hearing, no later than 2:00 PM, to be read into the record at the hearing.

When it is your turn to speak, please place your comment card on the podium, state your name, address, and relationship to the case. There is a ten (10) minutes time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

I. Call to Order

Vice Chairperson Erica Williams (District 1) called the meeting to order at 6 PM

II. Roll Call

Vice Chairperson Erica Williams (District 1) called the roll. Commissioner Joyce Walker (District 2), Chairperson Eric Hubbard (District 3), Commissioner Pearl Hollis (District 4), and Commissioner Lemuel Hawkins (District 5) were all present.

Planning/Zoning Director Shawanna Qawiy, Senior Planner Tre'Jon Singletary, Planner Felisha Blair, Zoning Administrative Technician Abeykoon Abeykoon, and Planning Administrative Technician Cobi Brown were in attendance.

III. Approval of the Agenda

Vice Chairperson Erica Williams called for a motion to **APPROVE** the agenda. Chairperson Hubbard made the motion to **APPROVE** the agenda. Commissioner Hollis seconded the motion. The motion was unanimously **APPROVED. 5-0-0**

IV. Approval of Minutes - Vice Chairperson Williams called for a motion to approve the Planning Commission Meeting Minutes dated February 6, 2024. Chairperson Hubbard made the motion to **APPROVE** the meeting minutes dated February 6, 2024. Commissioner Walker seconded the motion. The motion was unanimously **APPROVED. 5-0-0**

V. Announcement: Senior Planner Singletary and Director Qawiy gave a status update for the Stonecrest 5-Year Comprehensive Plan.

VI. Old Business

There was no old business.

VII. New Business:

Senior Planner Singletary presented case RZ 24-001.



PLANNING COMMISSION MEETING MINUTES
Stonecrest City Hall - 6:00 PM *In-Person Meeting
March 5, 2024



LAND USE PETITION: **RZ24-001**
PETITIONER: Helen Simpson dba Lowe Engineers
LOCATION: 6039 Hillandale Drive, Stonecrest, GA 30058
OVERLAY DISTRICT: Stonecrest Tier 6
PROPOSED AMENDMENT: Petitioner is seeking to rezone the parcel from M (Light Industrial) District to R-100 (Residential Medium Lot) District.

Staff recommends approval of the rezoning request.

Vice Chairperson Erica Williams asked for a motion to open the public hearing. Commissioner Hawkins made the motion, and it was seconded by Commissioner Hollis. The motion was unanimously **APPROVED. 5-0-0**

Helen Simpson the applicant was called to speak. She stated that the request is so the parcel will be more uniform with the surrounding zoning districts. She also mentioned that there are state waters on the property that will remain undisturbed.

There were no attendees to speak in support or in opposition of the petition.

Vice Chairperson Erica Williams made a motion to close the public hearing. Commissioner Hawkins made the motion, and it was seconded by Commissioner Hollis. The motion was unanimously **APPROVED. 5-0-0**

Commissioner Walker asked the applicant about the use of the land.

Helen Simpson stated that the parcel if rezoned to the proposed R-100 zoning will allow for the neighboring cemetery to be expanded.

Chairperson Hubbard made the motion for **APPROVAL** of the rezoning request. The motion was seconded by Commissioner Walker and unanimously **APPROVED. 5-0-0**

VIII. Adjournment The meeting was adjourned at 6:13PM

Respectfully submitted by Cobi Brown

APPROVED:

CHAIRPERSON Date

ATTEST:

SECRETARY Date



CITY COUNCIL AGENDA ITEM

SUBJECT: GDOT Lighting Agreement for Panola Road @ I-20 (Fairington Road to Snapfinger Woods Drive)

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
- OTHER, PLEASE STATE: **Lighting Agreement**

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

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

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

Current Council Meeting: Tuesday, May 28, 2024

SUBMITTED BY: Hari Karikaran, City Engineer

PRESENTER: Hari Karikaran, City Engineer

PURPOSE: To approve an agreement between Georgia Department of Transportation (GDOT) and City of Stonecrest to operate and maintain the lighting system within City limits.

FACTS: Panola Road Interchange at I-20 is currently under engineering design and expected to be completed by end of the year (2024). GDOT has set the LET date for December 2024. All lighting improvements are part of the project and GDOT is responsible for the construction of the lighting system. Municipalities within the project limits are responsible for the operation and maintenance of the lighting system. City of Stonecrest is responsible for the area within city limits. A Council approval is required for execution of the Agreement by the Mayor and GDOT Commissioner. Approval by council pending City Attorney’s approval.

OPTIONS: Approve, Deny, Defer N/A

RECOMMENDED ACTION: Approve



CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

- (1) Attachment 1 - Lighting Agreement between GDOT and City of Stonecrest
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

INTERGOVERNMENTAL LIGHTING AGREEMENT
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF STONECREST

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, (“Effective Date”) by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and the **CITY OF STONECREST, GEORGIA** acting by and through its City Council, hereinafter called the **CITY** (the **DEPARTMENT** and the **CITY** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, the **CITY** has represented to the **DEPARTMENT** a desire to obtain interchange lighting as part of the **Panola Rd @ I-20 from Fairington Rd to Snapfinger Woods Dr** project, said lighting to be installed under P.I. No. 0002868, DeKalb County;

WHEREAS, the **CITY** has represented to the **DEPARTMENT** a desire to participate in: 1) Providing the Energy and 2) the Operation and Maintenance of said lighting system at the aforesaid location, and the **DEPARTMENT** has relied upon such representation; and

WHEREAS, the **DEPARTMENT** has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the **DEPARTMENT**, funds apportioned to the **DEPARTMENT** by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the **DEPARTMENT** and the **CITY** hereby agree each with the other as follows:

ARTICLE I
INSTALLATION

The **DEPARTMENT** or its assigns shall cause the installation of all materials and equipment necessary for interchange lighting as part of the **Panola Rd @ I-20 from Fairington Rd to Snapfinger Woods Dr** project, said lighting to be installed under P.I. No. 0002868, DeKalb County as shown on Attachment "A" attached hereto and made a part hereof.

ARTICLE II
CITY'S RESPONSIBILITIES

1. Upon completion of installation of said lighting system, and acceptance by the **DEPARTMENT**, the **CITY** shall assume full responsibility and costs for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The **CITY** further agrees to provide and pay for all the energy required for the operation of said lighting system.

2. It is understood by the **CITY** that the **DEPARTMENT** has relied upon the **CITY'S** representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the **CITY** elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the **CITY** shall reimburse the **DEPARTMENT** the materials cost for the lighting system. If the **CITY** elects to de-energize or fails to properly maintain any individual unit within the lighting system, the **CITY** shall reimburse the **DEPARTMENT** for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The **DEPARTMENT** will provide the **CITY** with a statement of material costs upon completion of the installation.

ARTICLE III
DEPARTMENT'S OWNERSHIP

The **DEPARTMENT** shall retain ownership of all materials and various components of the entire lighting system. The **CITY**, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the **DEPARTMENT**.

ARTICLE IV
TERM OF AGREEMENT

This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The **DEPARTMENT** reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the **CITY**.

ARTICLE V
RIGHT OF ENTRY

The **CITY** will be permitted to access the **DEPARTMENT'S** Right of Way in order to perform its responsibilities under **ARTICLE II, PARAGRAPH 1**, of this Agreement.

ARTICLE VI
INDEMNIFICATION

To the extent allowed by law, the **CITY** and all its successors and assigns, shall release and save harmless the **DEPARTMENT**, past, present and future board members, commissioners, officers, employees, agents, attorneys, affiliates, privies, successors, and assigns, and the State of Georgia, its political subdivisions, departments, agencies, commissions, affiliates, employees, agents, and attorneys from all suits, claims, actions or damages of any nature whatsoever resulting from the **CITY'S** access to **DEPARTMENT'S** Right of Way.

ARTICLE VII
MISCELLANEOUS

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.

5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

The covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the
and year first above written.

**GEORGIA DEPARTMENT
OF TRANSPORTATION**

CITY OF STONECREST

Commissioner

Print Name: _____

Title: _____

(SEAL)

(SEAL)

ATTEST:

ATTEST:

Treasurer

Print Name: _____

Title: _____

Attachment "A"



Project Location Map

**Panola Rd @ I-20 from Fairington Rd to Snapfinger Woods Dr
DeKalb County
P.I. No. 0002868**



CITY COUNCIL AGENDA ITEM

SUBJECT: Film Commission to be Incorporated under the Stonecrest Development Authority

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

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

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

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

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

Current Council Meeting: Tuesday, May 28, 2024

SUBMITTED BY: Christian Green, Director of Economic Development

PRESENTER: Christian Green, Director of Economic Development

PURPOSE: Discuss Film Commission’s incorporation into the Stonecrest Development Authority.

FACTS: The Film Music and Entertainment Strategic Plan adopted in late 2023 calls for the creation of several economic tools to be implemented in partnership with the Film Commission. In order to accomplish the goals defined in the strategic plan it would behoove the City to allow the Film Commission to operate under the umbrella of the Stonecrest Development Authority.

OPTIONS: Approve, Deny, Defer N/A

RECOMMENDED ACTION: Approve

ATTACHMENTS:

- (1) Attachment 1 - Resolution
- (2) Attachment 2 - Amendment to IGA



CITY COUNCIL AGENDA ITEM

- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

**STATE OF GEORGIA
CITY OF STONECREST**

RESOLUTION NO. 2024-_____

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA AUTHORIZING THE STONECREST ENTERTAINMENT AND FILM COMMISSION TO HENCEFORTH BE MANAGED BY THE STONECREST DEVELOPMENT AUTHORITY; TO APPROVE AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF STONECREST AND THE STONECREST DEVELOPMENT AUTHORITY; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR ALL OTHER LAWFUL PURPOSES.

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

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

WHEREAS, in 2008, the State of Georgia enacted the Georgia Entertainment Industry Investment Act (the “Act”) that increased the state tax credit to thirty percent (30%) for qualified production of motion pictures, television series, commercials, music videos, interactive games and animation (“Entertainment Projects”) in the State; and

WHEREAS, the City has enacted the Stonecrest Entertainment and Film Commission (the “Commission”) to provide film and entertainment tax credits to provide a significant cost savings for companies producing feature films, television series, commercials, etc. which in turn will provide a boon of employment opportunities within the City; and

WHEREAS, the City has lawfully provided all funding for the Commission and will continue to fund the Commission; and

WHEREAS, the City has received a formal request the Stonecrest Development Authority (the “Authority”) to henceforth *manage* the Commission within its operational framework; and

WHEREAS, the City finds this request to be lawful as municipal development authorities may maintain certain commissions (projects) within its umbrella, if the development authority is able to demonstrate the commission’s projects will further the public purpose of promoting and developing trade, commerce, industry, and employment opportunities (*Long v. Development Authority of Fulton County*, 352 Ga.App. 815, 817 (2019)); and

WHEREAS, the Commission’s entertainment operations will significantly provide trade, commerce, and employment opportunities for the Authority, both economically and culturally, through job creation, employment, patronization of restaurants, hotels and other local businesses, and rental of real property equipment; and

WHEREAS, the Authority is hereby authorized to henceforth manage the Commission.

THEREFORE, be it and it is hereby resolved by the Mayor and City Council of the City of Stonecrest, Georgia that:

Section 1. The City Council hereby authorizes that the Stonecrest Entertainment and Film Commission will henceforth be managed by the Stonecrest Development Authority.

Section 2. The Stonecrest Entertainment and Film Commission will be financed and continue to be funded by the City of Stonecrest, Georgia.

Section 3. That the City shall be vested with the sole authority to reclaim management of the Stonecrest Entertainment and Film Commission from the Stonecrest Development Authority. Reclamation shall be evidenced by a majority vote of the City’s governing authority and adoption of a resolution validating such action.

Section 4. That the City Council approves an amendment to the Intergovernmental Agreement between the Stonecrest Development Authority and the City of Stonecrest (“IGA”) effectuating the management of the Stonecrest Entertainment and Film Commission by the Stonecrest Development Authority. That the amendment to the IGA is attached here as Exhibit A.

Section 5. The preamble of this resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 6. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this resolution are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

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

Section 7. All resolutions and parts of resolutions in conflict herewith are hereby expressly repealed to the extent of the conflict only.

Section 8. The effective date of this Resolution shall be the date of its adoption unless otherwise stated herein.

Section 9. The Resolution shall be codified in a manner consistent with the laws of the State of Georgia and the City of Stonecrest.

SO ORDAINED this ____ day of _____, 2024.

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF STONECREST, GEORGIA AND THE STONECREST DEVELOPMENT
AUTHORITY**

THIS AMENDMENT TO THE STONECREST DEVELOPMENT AUTHORITY INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “Amendment”), is made and entered into this ____ day of _____, 2024 (“Date of Amendment”) by and between the City of Stonecrest, Georgia (the “City”) and the Stonecrest Development Authority (the “Authority”). The City and the Authority (individually each referred to as “Party” and collectively “Parties”) are executing this Amendment with respect to the following matters:

RECITALS:

WHEREAS, the Parties entered into an Intergovernmental Agreement (“Agreement”) dated May 22, 2023, as referenced in **Exhibit A**, to set forth in writing the parameters for their relationship in pursuing their joint ambitions and goals for the development of the City; and

WHEREAS, Article III of the Agreement contained provisions detailing all lawful and approved activities the Authority is authorized to perform; and

WHEREAS, subsequent to the full execution of the Agreement, the City has authorized the Authority to effectively manage the Stonecrest Entertainment and Film Commission (the “Commission”) henceforth; and

WHEREAS, the Parties mutually desire to amend the Agreement by adopting Clause k. within Article III: Development Activities contained therein to reflect the approved authorization for the Authority to manage the Commission; and

WHEREAS, the Parties intend that the terms, conditions, duties, and language otherwise set forth in the Agreement and not expressly addressed or modified herein are to remain in full force and effect.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, promises, terms, and conditions set forth below, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

TERMS

1. The premises and recitals stated above are incorporated by reference in their entirety as if fully set forth herein.
2. The Agreement is hereby amended by adding Clause k. on page 3 and inserting the following language thereof:

“k. The Authority shall be responsible for *managing* the Stonecrest Entertainment and Film Commission (the “Commission”) under its framework, to further the public purpose of promoting and developing employment opportunities for the Authority and the City. Both Parties agree and understand the *funding* of the Commission shall be provided by the City, and the Authority shall henceforth *manage* the Commission pursuant to O.C.G.A. § 36-62-2(6). That the City shall be vested with the sole authority to reclaim management of the Stonecrest Entertainment and Film Commission from the Stonecrest Development Authority. Reclamation shall be evidenced by a majority vote of the City’s governing authority and adoption of a resolution validating such action.”

3. Except as expressly set forth herein, the Agreement remains unmodified and unchanged. In the event of any conflict or inconsistency between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of the latter shall control.

4. This Amendment shall be governed by and construed in accordance with the laws of the State of Georgia.

5. The provisions of this Amendment shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors, devisees, and assigns.

6. This Amendment 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 Amendment. Faxed or email signatures shall be acceptable as original signatures.

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

CITY OF STONECREST, GEORGIA

STONECREST DEVELOPMENT AUTHORITY

By: _____

By: _____

Name: GIA SCRUGGS

Name: JAZZMIN COBBLE

Title: CITY MANAGER

Title: CHAIR

Date: _____

Date: _____

EXHIBIT A

**STONECREST DEVELOPMENT AUTHORITY
INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into on this 22 day of May, 2023 by and between the CITY OF STONECREST, GEORGIA (hereinafter referred to as the "City"), and the STONECREST DEVELOPMENT AUTHORITY, GEORGIA (hereinafter referred to as the "Authority");

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

WHEREAS, pursuant to Title 62 Chapter 36 of the Official Code of Georgia ("Development Authorities Law") municipalities of this state are authorized to establish public bodies corporate and politic to be known as "development authorities;" and

WHEREAS, the Mayor and Council of the City of Stonecrest ("City Council") pursuant to O.C.G.A. § 36-62-3 et seq established the Stonecrest Development Authority by ordinance for the purpose of developing and promoting trade, commerce, industry and employment opportunities; and

WHEREAS, the City and the Authority share a joint desire and ambition to spur economic redevelopment in various areas of the City; and

WHEREAS, the City and the Authority wish to enter into this intergovernmental agreement by which they may set forth in writing the parameters for their relationship in pursuing their joint ambitions and goals for the development of the City.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants, and agreements contained herein, the parties do hereby covenant and agree as follows:

ARTICLE I: PURPOSE OF AGREEMENT

The purpose of this Agreement shall be to establish the parameters under which the Authority operates as it endeavors to facilitate the revitalization and development of underutilized and underdeveloped areas in the City, attract private investment, strengthen the City's economic base and tax digest, attract new industries, create jobs, and benefit the residents and citizens of the City.

ARTICLE II: FUNDING AND APPROPRIATIONS

In consideration of the commitments made by the Authority herein, and for use by the Authority in carrying out the activities provided for herein; the City shall appropriate funds to be used by the Authority as and when it is deemed prudent and necessary by the City's governing body.

In addition, from time to time during the term of this Agreement, the governing body of the City shall review the progress of the Authority, and the financial condition of the Authority. While all such decisions, and the appropriation function, shall remain the exclusive province of the City's governing body, which it may exercise in its sole discretion, the City will consult in good faith with the Authority regarding the suitable level of appropriation, and will, in all events, appropriate sufficient funds to meet all contractual obligations of the Authority, the Authority complies with the terms of this Agreement. Any action violating the terms and provisions of this Agreement will result in the immediate end to any future appropriation of funds.

ARTICLE III: DEVELOPMENT ACTIVITIES

In consideration of the payments and appropriations made by the City under this Agreement, and the other promises and commitments made hereunder, the Authority agrees that it shall undertake the following activities whenever and wherever needed in the City, in coordination and cooperation with the City:

- a. The Authority shall act as a non-exclusive development agent for the City exercising its powers under Georgia law for the benefit of the City.
- b. The Authority may assist in the creation of such tax allocation districts as may be deemed necessary or prudent or otherwise provide for tax abatement programs, the City requests however, that the Authority inform the City prior to extending to any project or entity an incentive or tax abatement.
- c. The Authority may enter into and execute any contracts, leases, mortgages, or other agreements, including agreements with bondholders or lenders, determined by the Authority to be necessary or convenient to implement the provisions and effectuate the purposes of this Agreement. The City requests review prior to execution.
- d. From time to time, the Authority may acquire property, real or personal, or interests therein, for redevelopment and development purposes, and use or dispose of such property or interests, either through the City or directly with private parties.
- e. The Authority may conduct other planning and implementation activities as are deemed necessary and prudent, including planning and predevelopment activities such as site analysis, environmental analysis, development planning, market analysis, financial feasibility studies, preliminary design, zoning compliance, facilities inspections, and overall analysis of proposed redevelopment plans to ensure consistency with the City's overall goals, and short-term and long-term plans.

- f. The Authority may negotiate and enter into public-private ventures, provide loans to private enterprises, and enter into intergovernmental and other agreements as needed. The City requests review prior to execution.
- g. Legal counsel and bond counsel when applicable for the Authority (“Counsel”) must be selected and approved by the City annually. The term of Counsel will coincide with the beginning and end of the City’s fiscal year. Failure by the Authority to obtain the suitable approval for appointment of its Counsel will be deemed a violation of this Agreement. Failure to obtain the suitable approval by the City will result in termination of the Authority’s Counsel.
- h. The Authority shall be responsible for preparing for the review by its Counsel and for its execution and filing by the Authority and filing any financial reporting documents for the Authority, including any reports required to be filed with the Georgia Department of Community Affairs pursuant to O.C.G.A. § 36-81-8(b)(2).
- i. The City shall name the Authority as an additional insured under its general liability policies.
- j. For purposes of this Agreement, “approved by the City” or “approval by the City” shall mean communication, in writing, from the City Manager that the City Council has approved the action by resolution.

ARTICLE IV: DEVELOPMENT AUTHORITY OPERATIONS

- a. The City expressly authorizes the Authority to utilize the City Hall for its meetings and other operational purposes. The Authority shall also have reasonable access to City staff time and resources to conduct its operations. The City shall appoint one staff member to function as the Authority’s Executive Director, who shall be responsible for the maintenance of all Authority minutes, records, contracts and other official documents, and for ensuring Authority compliance with State law and City ordinances. All such utilization shall be coordinated through and at the direction of the City Manager.
- b. As part of City staff functions, the Executive Director will take charge of all Authority assets and property, and on behalf of the Authority manage the day-to-day operation and maintenance of all such sites. Where appropriate, the Executive Director, or its assignee, shall market for sale or lease, such properties as is deemed in the best interest of the City and the Authority. All such transfer of title or leasehold interest shall be approved by the Authority and the City. The Authority appoints the Executive Director as an agent of the Authority who is hereby authorized to take administrative actions in this regard on behalf of the Authority. The City Manager shall deliver to the City and the Authority, at least quarterly, a report of activity of Authority property.

- c. The Authority agrees that except as expressly provided in any other agreement between the City and the Authority, the Executive Director, with such City staff support as directed by the City Manager, shall perform the day-to-day management, including budgeting and annual audit review, of all funds, bank accounts and assets of the Authority.
- d. The Authority acknowledges that all of its current assets were either transferred to it by the City, or acquired through revenue bonds supported by the revenue from a specific project, or acquired by financing arrangements guaranteed by the City's full faith and credit. As such, it hereby pledges to hold all such assets, and any income derived from the operation or sale of such assets, in trust for the benefit of the City. The City Manager, through City staff is hereby appointed as custodian of all liquid Authority assets, and shall maintain such assets in such accounts as if they were City funds. With notice to the Authority, and provided that such transfer will not place the Authority in risk of default on its contractual obligations, the City may transfer funds and assets from such accounts to accounts of the City consistent with the City's established policies, budgeting procedures, and standards promulgated by the Governmental Accounting Standards Board. If requested by the City, the Authority shall promptly convey title in any of the real property of the Authority to the City. The City Manager may transfer such assets to City accounts, without further approval of the Authority, in such manner as is consistent with this Agreement.
- e. The Authority shall process all open records requests pursuant to O.C.G.A. § 50-18-70 et seq. The Executive Director shall serve as the designated records custodian for open record requests for public records of the Authority. The Authority shall be authorized to charge and retain fees authorized by O.C.G.A. § 50-18-71, et. al.
- f. The City shall provide space within City Hall or other City property for the Authority to conduct public meetings, as that term is defined under O.C.G.A. § 50-14-1. The City and the Authority will confer prior to scheduling meetings for the Authority to ensure sufficient space is available. The Authority shall post notices of the public meeting, in accordance with O.C.G.A. § 50-14-1, at the meeting location, and on the website calendar of the City.
- g. The Authority, pursuant to O.C.G.A. § 36-62-5 (d), may make bylaws and regulations for its governance. The City Council must approve all amendments to the Authority's bylaws.
- h. The Authority may delegate to one or more of its officers, agents, and employees such powers and duties as may be deemed necessary and proper pursuant to O.C.G.A. § 36-62-5 (d). The appointed member of the City's governing authority serving as a director on the Authority shall also serve as the Authority's chair.
- i. The Authority acknowledges that this Agreement is not an exclusive agreement and that the City may contract with other governmental entities for the provision of similar services.

ARTICLE V: INDEMNIFICATION

It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. To the extent permitted by law, the Authority hereby agrees to defend,

indemnify, and hold harmless the City and its officers, employees, or agents from any and all claims, liability, losses or damages, including attorneys' fees and costs of defense which the Authority or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the Authority's actions or inactions in performing under this Agreement. The Authority and City shall promptly notify each other of all such claims, shall cooperate with the defense and resolution of each claim, and shall not settle or otherwise dispose of the claim without first consulting with all parties hereto. The indemnification under this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of this Agreement, provided that such claims are based upon actions or alleged actions that occurred during the term of this Agreement.

ARTICLE VI: GENERAL PROVISIONS

- a. **ASSIGNMENT.** This Agreement may not be assigned without the express written consent of all other parties to this Agreement.
- b. **NOTICE.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States certified mail, return receipt requested, or statutory overnight delivery, at the addresses set forth below:

City of Stonecrest, Georgia
 Stonecrest City Hall
 3120 Stonecrest Blvd,
 Suite 190,
 Stonecrest, GA 30038.
 Attention: City Manager

City of Stonecrest Development Authority
 Stonecrest City Hall
 3120 Stonecrest Blvd,
 Suite 190,
 Stonecrest, GA 30038.
 Attention: Chair

- c. **STATE LAW TO APPLY.** This contract shall be construed under and in accordance with the laws of the State of Georgia.
- d. **PARTIES BOUND.** The contract shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
- e. **SEVERABILITY.** In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and

this contract shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.

- f. **PRIOR AGREEMENTS SUPERSEDED.** Except as expressly provided for herein, this Agreement constitutes the sole and only Agreement of the Parties hereto with respect to the subject matter described herein, and supersedes any prior understandings or written or oral Agreements between the parties respecting the within subject matter. This provision shall not apply to the following agreements or transactions:
 - i. Any agreements pertaining to any outstanding bonds of the Authority.
 - ii. Any security agreements between the Authority and the City.
 - iii. Any outstanding notes evidencing loans of funds from the City to the Authority.
- g. **TIME OF ESSENCE.** Time is of the essence of this contract.
- h. **AMENDMENT.** This Agreement may not be modified, amended or terminated in whole or in part in any manner other than by an agreement in writing duly signed and appropriately approved by all parties hereto.
- i. **GENDER.** Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- j. **HEADINGS.** The headings for each paragraph or section of this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement for the purposes of interpreting any provision of said Agreement.
- k. **COUNTERPARTS.** This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.
- l. **CONSTRUCTION OF AGREEMENT.** This Agreement shall not be construed more strongly against any party regardless of which party is responsible for its preparation.
- m. **DATES.** If the final date of any time period or the date for the performance of any obligation hereunder falls upon a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia, then the time of such period or the time for the performance of such obligation shall be extended to the next day which is not a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia.
- n. **EFFECTIVE DATE AND TERM OF AGREEMENT.** The Effective Date of this Agreement shall be the date on which the last party fully executed this Agreement, and the term of this Agreement shall extend for a period of 10 years unless terminated by the City or the Authority upon 30 days' written notice.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the City and the Authority as Parties hereto have caused this Agreement to be executed by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by the terms and provisions of this Agreement.

CITY OF STONECREST



City Manager

**CITY OF STONECREST DEVELOPMENT
AUTHORITY**



Chair

ATTEST:




City Clerk

ATTEST:



Secretary

APPROVED AS TO FORM:



City Attorney



CITY COUNCIL AGENDA ITEM

SUBJECT: RFP #24-01 Internal Auditing Services

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

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

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

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

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

Current Council Meeting: Tuesday, May 28, 2024

SUBMITTED BY: Susan Angelo, Purchasing Coordinator

PRESENTER: Gia Scruggs, City Manager

PURPOSE: The City desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. The City also desires the auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

FACTS: The City of Stonecrest solicited proposals from qualified and experienced firms to provide Internal Auditing Services. Five proposals were received on March 7, 2024. The Evaluation Team



CITY COUNCIL AGENDA ITEM

completed the evaluation and made a recommendation based on technical scores to Cherry Bekaert, LLP in the amount of \$74,910.00 for the first year. Funding for this Contract comes from the Professional Services 52120.

OPTIONS: Approve, Deny, Defer [Click or tap here to enter text.](#)

RECOMMENDED ACTION: Approve Staff recommend approval of a Contract with Cherry Bekaert, LLP through December 31, 2024, with the option to renew the contract for one (1) additional year term.

ATTACHMENTS:

- (1) Attachment 1 - Proposal Summary
- (2) Attachment 2 - Recommend Vendor Proposal
- (3) Attachment 3 - RFP 24-01 Internal Audit Services
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)

24-01 - Internal Auditing Services (CLOSED)

**Final Score
Status**

Finalized

Bidders	Final Score (/180)
Cherry Bekaert LLP Org No: 2386244	172.91 pts 96.06%
CLA Org No: 1592174	140 pts 77.78%
Plante & Moran, PLLC Org No: 23896	169.46 pts 94.14%
Platinum Financial Services Org No: 1475664	150.54 pts 83.63%
Sikich LLP Org No: 2632440	156.27 pts 86.82%

**Internal Auditing Services
Request for Proposal 24-01**

This **CONTRACT** made and entered into this ____ day of _____, 2024, by and between the City of Stonecrest (Party of the First Part, hereinafter called the “City”), and **Cherry Bekaert Advisory, LLC** (Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

This Contract shall commence on the date all parties have executed the Contract (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City on December 31, 2024 (“Initial Term”). This Contract may renew upon the same terms and conditions at the end of the Initial Term for one (1) twelve-month period (“Renewal Option”) unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Contract is otherwise terminated pursuant to the terms herein. The Contract shall terminate absolutely without further obligation on the part of the City at the end of each calendar year as required by O.C.G.A. §36-60-13.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the **Contract documents**:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work.
- Exhibit C: Drug-Free Workplace
- Exhibit D: Georgia Security and Immigration Compliance Affidavit.
- Exhibit E: Purchasing Policy Addendum.
- Exhibit F: Affidavit Verifying Status for Public Benefit Application.
- Exhibit G: Non-Collusion Affidavit.
- Exhibit H: References.
- Exhibit I: Cost.
- Exhibit J: 2021 Rosk Assessment & Internal Audit Plan.
- Exhibit K: Cherry Bekaert Terms & Conditions

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service

Provider guarantees that the maximum price for materials, labor, and expenses shall be the amount reflected in the Cost Proposal.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of General Conditions]

Service Provider further agrees to indemnify, and hold harmless the CITY, its council members, officers, and employees from liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon (30) days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such

provision will be binding upon each subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties and, as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on the following page.

STONECREST, GEORGIA

By: _____
Jazzmin Cobble
Mayor, Stonecrest, Georgia

ATTEST: _____
Sonya Isom
City Clerk

APPROVED AS TO FORM:

Denmark Ashby, LLC, City Attorney

SERVICE PROVIDER: Cherry Bekaert Advisory, LLC

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Signature

Date _____

Print Name _____

**EXHIBIT A
GENERAL CONDITIONS**

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work will be performed under approved Task Orders. Each Task Order shall provide the specific Scope of Work and Fees.

2. REGULATIONS

- 2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Stonecrest's Financial Management and Purchasing Policies.
- 2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. SERVICE PROVIDER'S PERSONNEL

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all time who can communicate instructions to said employees.
- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In

addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.

- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 3.8 While working on city property all Service Provider's employees shall wear neat-appearing attire and footwear of a style that the complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 3.9 Designation of Project Manager-the Service Provider shall designate an experienced Project Manager ("Project Manager") acceptable to the City for all purpose related to the work. The initial Project Manager shall be (TBD).
 - 3.9.1 The Project Manager shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
 - 3.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be the City's discretion.
 - 3.9.3 In the event that the designated Project Manager terminates employment with the Service Provider or is requested by the City to be removed from the role of Project Manager (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

4. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

5. PERFORMANCE REQUIREMENTS

5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care").

The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.

5.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.

5.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).

5.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.

5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

6. CONFIDENTIAL INFORMATION

6.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.

6.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.

6.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.

6.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.

6.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

7. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

8. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby. Service Provider shall not be responsible for initiating, maintaining and supervising any safety precautions for the City's other consultants or contractors.

9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 9.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 9.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment indicating all subcontractors have paid, with each invoice.
- 9.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 9.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 9.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.
- 9.6 The Service Provider shall submit all invoices with purchase order number to: City of Stonecrest, GA, Accounts Payable, 3120 Stonecrest Blvd, Stonecrest, GA 30038 or email to payables@stonecrestga.gov.
- 9.7 The Service Provider will agree to comply with the City of Stonecrest's Financial Policies and Purchasing Policy, to the extent applicable.

- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Stonecrest for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

10. COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 The Service Provider shall perform its obligations and functions here under consistent with the Standard of Care to the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Stonecrest, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

11. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 11 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

12. INDEMNIFICATION AND INSURANCE

- 12.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from

damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.

- 12.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 12.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.
- 12.5 In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service

Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

12.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

12.7 Insurance

12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

(1)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of Stonecrest" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of Stonecrest" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner’s Protective Liability – The City’s Management may, in its discretion, require Owner’s Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner’s Protective Liability – The City’s Management may, in its discretion, require Owner’s Protective Liability in some situations.

12.7.2 Health Insurance. Not applicable.

12.7.3 Garage Liability Insurance. Not applicable.

12.7.4 Garage Keeper’s Legal Liability Insurance. Not applicable.

12.7.5 Crime Coverage. Not applicable.

12.7.6 Pollution Liability Insurance. Not applicable.

12.7.7 Other Insurance Requirements. All insurance policies required by this Section 12 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or

approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

13. LIABILITY INSURANCE

13.1 N/A

13.2 All bonds and liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved by City Management, (b) approved to issue insurance policies in the State of Georgia, and (c) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). . If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher that the City Manager may waive the requirement for the insurer to be approved by the State of Georgia. Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

14. CONTRACT ADJUSTMENTS

14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already

established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.

- 14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

15. SUBCONTRACTORS

- 15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly.

Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Statement of Qualifications.

- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.
- 15.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

16. DEFAULT AND TERMINATION

16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by

default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
- (i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.
 - (ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

- (iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

17. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

18. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

19. NOTICES

- 19.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.A Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.
- 19.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally-recognized overnight delivery service for next-day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City Manager
Stonecrest City Hall
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038

City Attorney
Denmark Ashby, LLC
100 Hartsfield Center Pkwy #400,
Atlanta, GA 30354

Service Provider: _____

19.3 Either party may change its notice address by written notice to the other given as provided in this section.

20. NONDISCRIMINATION

20.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

20.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

20.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

20.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider’s obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

20.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions, the Service Provider shall so certify to the City , as appropriate, and shall set forth what efforts it has made to obtain the information.

20.1.5 Sanctions for Noncompliance. In the event of the Service Provider’s noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

20.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

20.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

20.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

21. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Cod. This provision shall survive the expiration or termination of the Contract.

22. GENERAL PROVISIONS

22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Request for Proposal, and (vii) the Bid Form.

- 22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused t real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or , at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provide or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and hold the City harmless from and against any and all losses, damages and const, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 22.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiate for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Dekalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 22.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract.

The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.

- 22.9 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 22.11 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulation, rules and policies of any governmental authority, including the City, relating to security issues.
- 22.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 22.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 22.14 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 22.15 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a

manner which segregates in detail those transaction from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extend required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 22.16 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 22.17 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 22.18 In computing any period of time established under this Contract, except as otherwise specified herein the word “days” when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 22.19 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 22.20 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 22.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 22.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

23. GRATUITIES, REBATES, OR KICKBACKS.

- 23.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia’s Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 23.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

End of General Condition

**EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK**

INTRODUCTION, BACKGROUND, AND SCOPE OF WORK

Introduction

The City of Stonecrest is seeking proposals from qualified individuals and auditing firms to provide professional Internal Auditing Services to the City of Stonecrest.

Background

The City of Stonecrest (the “City”) is located in the southern portion of DeKalb County and has a current population of approximately fifty-nine thousand (59,000). The City of Stonecrest was incorporated in 2017. Since 2018, the City Charter Section 3.12 sets forth the parameters for the appointment of an Internal Auditor. At the request of the Council, Internal Audit services are being requested to best safeguard resources, implement appropriate internal controls, and reduce risk for the City of Stonecrest.

Scope of Work

The City desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The City also desires the auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

Overall Objectives

The Proponent will provide the City with an independent assessment of the adequacy and effectiveness of its systems of internal administrative and accounting controls and determine the financial integrity, economy, efficiency, and effectiveness of the City’s operations when compared to established standards and best practices.

The Proponent will provide the City with the work described below:

1. Utilize risk assessment and Audit work plan of the City’s operations based on the review of the attached assessment completed by the previous internal auditor. Perform an entity-wide review of the operations and internal controls in place at the City of Stonecrest and the review of available documentation, including previous audit reports.

2. Review the Risk Assessment and strategic internal audit plan annually (at a minimum) with the City and modify documents to reflect changes in the internal or external environment that affect the risks of the City.
3. Annually develop a detailed internal audit plan that identifies at least four (4) specific audits that will be conducted within the twelve-month period. The internal audit plan will include the anticipated date of commencement, completion, and any additional milestone dates.
4. Perform a minimum of four (4) internal audits of several departments each year according to the internal audit plan. Examine the data obtained in order to identify deficiencies in controls, duplicative effort, wasteful or unnecessary spending, fraud, lack of compliance with federal, state, or local laws, or failure to follow policies/practices.
5. Review and recommend revisions to the applicable sections of the City's policies, procedures, and manuals, where appropriate.
6. Review other areas as deemed necessary or as requested by the City.

Deliverables

The Proponent will provide reports directly to the City Council, City Manager, Finance Director, and/or Finance Committee on a quarterly basis. The City will require periodic reports documenting the progress of the Internal Audit Plan. Such information and reports will include the following:

1. At the completion of any Internal Audit, a written report reflecting results in an agreed-upon method. The report should include an overall summary with a background and scope statement, the results of the Internal Audit, reflecting detailed observations or findings and recommendations. The Proponent will meet with the City to review its findings, conclusions, and recommendations. Each Internal Audit report shall include instances of non-compliance with policies, procedures, contract terms, etc.
2. Monthly progress reports on Internal Audits completed and in progress, including budgeted hours.
3. Quarterly tracking reports reflecting recommendations made in completed Audit Reports and the status of the City's action regarding each recommendation.
4. The Proponent will be required to bring to the immediate attention of the City upon discovery, any instances of material misstatement, internal control weaknesses or suspected fraud, irregularities, illegal acts, collusion, manipulation, kickbacks or any other irregularities the selected bidder identifies as urgent.

General Requirements and Qualifications

Qualifications will be considered from any Proponent with experience and success in developing and preparing internal audits for municipalities within the prior five (5) years.

I. REQUEST FOR PROPOSAL PROCESS

The Request for Proposal (RFP) must contain the information outlined below.

Please include a title on each page of your RFP and the number of pages to ensure proper identification.

- 1. Cover Letter
- 2. Executive Summary
- 3. Evaluation and Selection Criteria
- 4. Cost Proposal

1. Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company information, including the name of the company (include any dba names); headquarters and parent company locations, and a brief history of the company.
- ii. **Company’s mailing address, contact person, telephone number for the primary contact person, and email address.**
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm’s behalf must sign the letter.

2. Executive Summary

An executive summary letter should include the key elements of the respondent’s proposal and an overview of the proposed team. Indicate the address and telephone number of the respondent’s office located nearest to Stonecrest, Georgia, and the office from which projects will be managed.

Complete submissions to this Request for Proposals will contain sufficient information to provide the City of Stonecrest with a thorough description of the Offeror’s qualifications to accomplish the work described in this solicitation and proposed commitment to the City of Stonecrest projects.

3. Evaluation and Selection Criteria

The City, at its discretion, may award the Contract to the responsible and responsive consultant submitting the proposal that is deemed to be the most advantageous to the city. The following are the evaluation criteria the city will consider in determining which proposal is most advantageous to the city:

3.1.1 Project Personnel (25 Points) - The Proponent shall provide resumes of all personnel to be assigned to this project. Personnel should have experience with similar projects and have the requisite background necessary to complete the proposed scope of work.

3.1.2 Project Experience and References (25 Points) - Proponent shall have experience completing similar projects which should be demonstrated by providing describing three (3) projects that best match the scope and desired outcomes for this project.

- Reference: Include a list of references for these projects. Naming of a reference is considered permission to contact the reference. The City may contact outside individuals, whether offered as references or not. The City retains the right to use such information in its decision.
- Provide, as references, the names of at least three (3) local clients you have served in the last five (5) years. Please include the following:
 1. Client’s/Owner’s Company Name
 2. Address
 3. Contact Person Information
 4. Phone and Email Addresses
 5. Project(s) completed with listed Client/Owner

3.1.3 Project Understanding & Approach (30 Points) - Proponent shall include a narrative that presents the services the firm would provide detailing the approach, methodology, deliverables, and client meetings to be provided. A proposed **timeline** for preparation and implementation of the procurement card audit and its components.

4. Cost Proposal (20 Points) – In this section the Proponent shall outline a pricing schedule that identifies all pricing elements discussed in the proposal to accomplish the City requirements. Pricing that is identified in unit measures (prices per hour, day, week, etc.) shall also be accompanied by an estimated number of units expected to complete the task.

Scoring Criteria

FACTOR	POINTS
Project Personnel	25
Project Experience	25
Project Understanding & Approach	25
Cost Proposal	25
Highest Possible Score	100

5. Other Considerations

- 5.1.1** All materials submitted in response to this RFP become the property of the City and will be returned only at the option of the City. The City reserves the right to use any or all ideas presented in any response to the RFP, and selection or rejection of the proposal does not affect this right.
- 5.1.2** After the initial review of proposals, the City may invite representatives of firms responding to this RFP to discuss the proposal with key personnel who would be engaged in the provision of services. Such interviews will be conducted for fact-finding and explanation purposes and will not include negotiation. The City will not be liable for expenses incurred for any such interview.
- 5.1.3** Until the City acts formally to approve a contract, and until such contract is signed by both parties, the City is not legally obligated in any respect.
- 5.1.4** The Proponent must maintain all licenses, permits, certifications, and other authorizations necessary to provide the needed services as required by federal, state, or local laws.
- 5.1.5** The Proponent will be required to indemnify, defend and hold the City, its officers and employees harmless from and against all losses, claims, suits or judgments, including payment of attorneys' fees and costs, incurred or asserted against the City as a result of or arising from the firm's negligent acts or omissions. This provision of a contract resulting from this RFP will survive the expiration or termination of the contract.
- 5.1.6** During the Selection Process, the City reserves the right for any reason deemed appropriate by the City: to waive portions of the RFP; to waive any minor informality in the proposal; to request "best and final" offers; to reject any and all Proposals; to terminate the RFP; and to issue a new RFP.

6. TIMELINE FOR RFP

RFQ Number: 24-01 Internal Auditing Services

Questions Due: Thursday, February 15, 2024, 4:00 p.m. EST

Proposal Due Date: Thursday, March 7, 2024, at 4:00 p.m. EST.

Proposals shall only be accepted online through the Bidnet Portal:

<https://www.bidnetdirect.com/georgia/cityofstonecrest>

All submissions are due at the location specified no later than the date and time specified herein. The RFP package must include detailed information relative to the Request for Proposal Process and Selection Criteria, as required. Exhibit A-E must be attached and must be signed by a person authorized to legally bind the company.

7. Award of Contract

The Purchasing Department will open the Proposals and prepare a register of those Proponents submitting proposals. All proposals shall remain firm for ninety (90) calendar days after the Proposal opening.

Before awarding the RFP, the City may request additional information from Proponents. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met or for any other reason in its sole discretion.

The RFP contract will not necessarily be awarded to the Proponent submitting the Proposal that receives the highest rankings or submits the highest financial proposal. The City will award the contract to only one responsive and responsible Proponent submitting the most advantageous proposal taking into consideration the evaluation criteria, responsiveness of the proposal to the RFP Requirements, program goals and objectives, and overall costs to the City.

The selected proposal will be presented to the City of Stonecrest Mayor and City Council for formal acceptance and authorization of an Agreement.

8. Proposal Rejections

The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City.

Proposals will be rejected from any party (as an individual or as part of a partnership or entity) who:

- Is delinquent in the payment of property or other taxes with Stonecrest.
- Is delinquent in the payment of a loan(s) with the City.
- Has had property acquired through foreclosure or a judgment within the past ten (10) years.
- Has outstanding judgments or debts owed to the City.
- Has been convicted of a felony that affects property or neighborhood stability, health, safety or welfare.

Public records and tax and court records will also be checked prior to award of contract. If these conditions exist, the City may terminate the Contract.

9. Disclaimer/Reservation of Rights

The City does not make representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP.

The City reserves the right to extend the deadline for submission of Proposals, to request supplementary information, to conduct interviews with any or all of the Proponents submitting proposals, to waive minor informalities, and to reject any or all proposals, in

whole or in part, if in its sole judgment the best interests of the City would be served in doing so. The City will reject any and all proposals when required to do so by applicable law.

10. Due Diligence

The Proponent shall be responsible for conducting due diligence in responding to this RFP. If, after the RFP is issued but prior to the receipt of Proposals, the RFP must be amended or clarified, the purchasing agent may issue an Addendum.

End of Exhibit B.



Proposal for City of Stonecrest, Georgia

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1. Cover/Transmittal Letter

March 7, 2024

Gia Scruggs, City Manager
 City of Stonecrest, Georgia
 3120 Stonecrest Blvd.
 Stonecrest, GA 30038

Dear Gia,

Cherry Bekaert Advisory LLC ("Cherry Bekaert" or the "Firm") is pleased to submit this proposal for internal auditing services to City of Stonecrest, Georgia ("the City"). To effectively co-source your risk assessment and internal audit function, you need a strategic partner with practical experience, a collaborative approach, and the highest quality customer service at a competitive price. We specialize in solutions tailored to the unique needs of public sector organizations, including cities and municipalities. Our team has experience with all aspects of public sector clients, including mission development, service delivery and internal business management. Our size, focus and concentration in internal audit services enable us to effectively serve the City with the depth and breadth of expertise and seasoned resources you require.

Cherry Bekaert is one of the largest public sector audit and advisory firms in the US, providing a wide range of advisory and attestation services, including risk assessments, internal auditing, operational and performance audits, internal controls assessments, IT auditing, financial statement audits and other related services. The experience gained through service arms us with insight into the issues and risks impacting the City.

We help organizations leverage their systems of internal control to better manage risk, enable growth and promote sustainable operations. Our people and methodology set us apart from our competition. We offer proven expertise and experience helping public sector organizations:

- ▶ Conduct effective risk assessments over financial, operational, compliance and reporting risks
- ▶ Perform risk and control diagnostics designed to evaluate the maturity of internal controls over key risks
- ▶ Validate the sufficiency of internal control design and operating effectiveness
- ▶ Assure the adequacy of governance, risk management and control processes
- ▶ Embed risk management and internal control into an organization's culture
- ▶ Develop targeted, risk-based audit schedules to make the best use of internal auditing resources
- ▶ Analyze operations and determine opportunities to improve efficiency, effectiveness and adaptability
- ▶ Properly administer and maintain compliance with Federal funding while maximizing effective expenditure

We bring the leadership, technical skills and operational knowledge to effectively handle your service requirements and changing needs. We employ a proven risk assessment and internal controls evaluation framework, pressure-tested by the Public Company Accounting Oversight Board (PCAOB) and various external auditors. Our approach includes engaging and collaborating with your external auditor, receiving and responding to feedback, and maintaining control-specific and overall buy-in. Furthermore, we are in the business of adding value to our clients, not just performing compliance and advisory services. We understand that bringing ideas, improvements and efficiencies contributes to your success. You can expect proactive communication, expert guidance and robust account management to ensure your expectations are exceeded.

We offer the bench strength and proven expertise needed to deliver this engagement within the City's high standards and expectations. The size and structure of our Firm ensures engagement continuity and significant principal/partner and director access for our public sector clients. We do not delegate projects down to lower staff levels. We achieve quality, efficiency and a forward-facing view of your internal audit needs through significant leadership involvement.



Proposal for City of Stonecrest, Georgia

Information Requested by the RFP

Ranked among the largest assurance, tax and advisory firms in the U.S., Cherry Bekaert provides guidance and support that helps our clients move forward to reach their organizational goals. For more than 75 years, global corporations, public/private businesses and the public sector have relied on Cherry Bekaert to guide them forward. We provide digitally-driven, industry-aligned advisory, tax, and assurance services, leveraging practical knowledge and proven experience to design and deliver highly tailored solutions that help clients meet their financial, operational, and strategic goals and objectives. With multidisciplinary industry practices, Cherry Bekaert offers the full range of accounting and advisory services you would expect from a Big 4 firm, tailored to federal agencies, state and local governments, not-for-profits and other public sector organization, as well as privately- or publicly-held middle-market companies. We seek to help clients ignite growth with integrated, forward-looking industry solutions that effectively deliver on our [Client Promise](#), empowering our people and investing in efficient innovative processes to become the Firm of the Future.

Headquartered in Raleigh (3800 Glenwood Ave, Ste 200, Raleigh, NC 27612), Cherry Bekaert serves clients across industries in all 50 U.S. states and internationally. With more than 2,500 associates, we have the depth of experience and specialized talent to address any financial situation and offer the highest caliber of personal attention, responsiveness and accessibility that our clients expect and deserve. Cherry Bekaert currently has 40 offices in 18 states, including three in Georgia (Atlanta, Alpharetta, and Augusta).

Conclusion

We believe that your team will truly enjoy working with our team! Our vision is to make a difference for our people and our clients. This begins with building strong relationships between our professionals and our clients based on trust, mutual respect, uncompromising integrity and a shared passion for excellence in all that we do. We are looking forward to building a mutually-beneficial relationship with the City and offer the experience and professional expertise of our top talent for your benefit.

Thank you for your consideration of our proposal. I, Denise Lippuner, will be the City's primary contact for this engagement. If you have any questions or would like additional information, please feel free to contact me directly.

Best Regards,

Cherry Bekaert

Denise Lippuner, CPA, CGFM, CRMP-FED

Partner, Cherry Bekaert Advisory LLC

Government & Public Sector Risk Advisory Services

1850 Towers Crescent Plaza, Ste 200

Tysons, VA 22182

P: 703.506.4440

E: denise.lippuner@cbh.com

Please Note: "Cherry Bekaert" is the brand name under which Cherry Bekaert LLP and Cherry Bekaert Advisory LLC, independently owned entities, provide professional services in an alternative practice structure in accordance with applicable professional standards. Cherry Bekaert LLP is a licensed CPA firm that provides attest services, and Cherry Bekaert Advisory LLC and its subsidiary entities provide business advisory and non-attest services. For more details, visit cbh.com/disclosure.



2. Executive Summary

An executive summary letter should include the key elements of the respondent's proposal and an overview of the proposed team.

Firm Qualifications

Cherry Bekaert provides a unique alternative to other national, regional, and local firms. **Clients choose us to be their professional services firm primarily because we provide the depth of knowledge, resources and experience of a national firm, but with a local firm's focus on service.** Our bench strength provides Cherry Bekaert the wealth of deployable resources needed to ensure your engagement is performed efficiently, accurately and on your schedule.

Our experienced professionals know how to apply the best practices of accounting and business to the City, and can offer guidance through all stages of a company's growth. Let us be **Your Guide Forward** by delivering on our commitments to superior client service through:

- ▶ **Attention to Detail and Quality:** Outstanding service qualifications amplified by our commitment to prioritize your business and provide practical and timely support
- ▶ **Efficient, Business-Practical Guidance:** High levels of senior level involvement, continuity of service professionals and expertise on a year-round basis
- ▶ **Value-Driven Relationships:** Streamlined, focused attention on your strategic, operational and financial objectives

~\$585M+
CY2023 Pro Forma Net Fees

2500+
Employees Firmwide

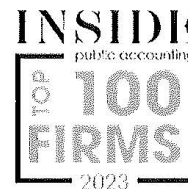
170+
Partners

30+ Offices
Serving
Clients Across the
U.S. and Internationally

75+
Years in
Business

Ranked a Top U.S. Accounting Firm
by Accounting Today and Inside Public Accounting

Member of Allinial Global, the 2nd largest accounting and consulting association in the world, represented by over 261 fellow firms in 105 countries with a combined revenue of \$5.0 Billion





Proposal for City of Stonecrest, Georgia

Vault Top Ranked Awards

- ▶ Most Prestigious Accounting Firms: Accounting professionals across the nation rank the prestige of the firms they compete against.
- ▶ Vault Accounting 25: The VAULT ACCOUNTING 25 is compiled using a weighted formula that reflects the issues accounting professionals care most about, combining quality of life rankings (such as culture, satisfaction, work/life balance, and compensation) with overall prestige.
- ▶ Best Accounting Firms in Each Practice Area: Accountants across the nation rate the top firms in their practice areas.

Risk Management & Internal Audit Services

We utilize a tailored methodology that is flexible and scalable in managing risks and delivering value. This allows us to deliver high quality, value-added internal audit services based on 25 years of experience performing internal audit and corporate governance engagements. The experience gained through service to a wide breadth and depth of public sector organizations provides us with invaluable insight into the issues and risks impacting you. Our team has significant expertise in:

Financial, Operational Control and Compliance Advisory Services

- ▶ Entity-wide & process-level risk assessment
- ▶ Financial, operational, and special project audits
- ▶ Organizational effectiveness
- ▶ Audit planning, program review, and training
- ▶ Process improvements and optimization
- ▶ System of internal control design & implementation
- ▶ Policies and procedure development
- ▶ Internal control design evaluation
- ▶ Internal control operation testing
- ▶ Enterprise performance
- ▶ Corporate governance consulting
- ▶ Regulatory compliance and fraud risk assessment
- ▶ Efficiency and cost improvement analysis
- ▶ Internal audit co-sourcing and outsourcing
- ▶ Regulatory compliance specialties, including:
 - Sarbanes-Oxley 404(a) and 404(b)
 - FDIC/OCC
 - OMB A-123
- ▶ Enterprise data analytics and reporting
- ▶ Forensic accounting and investigation support
- ▶ Grant administration & compliance

Fraud and Forensic Services

- ▶ Fraud risk assessment and control review
- ▶ Internal review discovery services
- ▶ Forensic accounting
- ▶ Fraud investigation
- ▶ Contract audit and dispute analysis
- ▶ Fraud training
- ▶ Fraud control maturity



Proposal for City of Stonecrest, Georgia

The following client list represents a sample of our internal audit and/or risk assessment experience over the last five (5) years, specifically for the public sector. We helped these organizations leverage their system of internal control to better manage risk and compliance and promote sustainable operations.

- ▶ Anne Arundel County, MD
- ▶ Anne Arundel County Library, MD
- ▶ Alexandria City Public Schools, VA
- ▶ Associated Universities, Inc.
- ▶ Atlanta Public Schools, GA
- ▶ Bluegrass Airport, KY
- ▶ Broward County Clerk of Courts, FL
- ▶ Cabarrus County, NC
- ▶ Cape Fear Public Utility Authority, NC
- ▶ Central Florida Commission on Homelessness, FL
- ▶ Central Florida Transportation Authority, FL
- ▶ Central Piedmont Community College, NC
- ▶ Chesterfield County, VA
- ▶ City of Asheville, NC
- ▶ City of Alexandria, VA
- ▶ City of Fayetteville, NC
- ▶ City of High Point, NC
- ▶ City of Port St. Lucie, FL
- ▶ City of Richmond, VA
- ▶ City of Suffolk, VA
- ▶ City of Wilmington, NC
- ▶ Cumberland County, NC
- ▶ Department of Rail & Public Transportation, VA
- ▶ Economic Development Authority of Front Royal and Warren County, VA
- ▶ Fulton County, GA
- ▶ Hillsborough County, FL
- ▶ Hillsborough Transit Authority, FL
- ▶ Jefferson Science Associates, LLC
- ▶ Lander University, SC
- ▶ Loudoun County Public Schools, VA
- ▶ Loudoun County Fire, VA
- ▶ Loudoun County, VA
- ▶ Monroe County, FL
- ▶ Morehouse School of Medicine, GA
- ▶ National Renewable Energy Labs
- ▶ NC Department of Natural & Cultural Resources
- ▶ NC Department of Justice
- ▶ NC Department of Information Technology
- ▶ NC Department of Military & Veteran Affairs
- ▶ NC Department of Public Instruction
- ▶ NC Department of Public Safety
- ▶ NC Department of Transportation
- ▶ NC Housing Finance Agency
- ▶ NC Office of the State Auditor
- ▶ NC Associate General Contractors
- ▶ NC Senior Living Association
- ▶ NC Assisted Living Association
- ▶ Prince William County, VA
- ▶ Roanoke County, VA
- ▶ Richland County, SC
- ▶ Robeson County Housing Authority, NC
- ▶ Spotsylvania County, VA
- ▶ St. Johns County District School Board, FL
- ▶ Suncoast Technical College, FL
- ▶ Town of Cary, NC
- ▶ UNC Chapel Hill, NC
- ▶ UNC General Administration, NC
- ▶ UNC System Office, NC
- ▶ Virginia Community College System
- ▶ Virginia Department of Taxation
- ▶ Virginia Department of Transportation
- ▶ Wake County Register of Deeds



Proposal for City of Stonecrest, Georgia

Professional Standards

We will plan and perform our professional services under your direction using Statements on Standards for Consulting Services (SSCS) issued by the American Institute of Certified Professional Accountants (AICPA) and the International Standards for the Professional Practice of Internal Auditing (*the Standards*) issued by the Institute of Internal Auditors. As such, the internal audit services shall conform to the Standards for the Professional Practice of Internal Auditing, the Code of Ethics contained in the Professional Practices Framework as promulgated by the Institute of Internal Auditors, and generally accepted government auditing standards. We also expect to leverage the COSO 2013 *Internal Control-Integrated Framework* throughout the engagement.

Pursuant to Institute of Internal Auditors (IIA) Standards, ongoing monitoring is an integral part of the day-to-day supervision, review and measurement of the internal audit activity. Ongoing monitoring is incorporated into the routine policies and practices used to manage the internal audit activity and uses processes, tools, and information considered necessary to evaluate conformance with the Code of Ethics and the Standards.

Proposed Engagement Team

Team Member/Role	Relevant Qualifications
<p>Denise Lippuner, CPA, CGFM, CRMP-FED Engagement Partner</p>	<p>Denise brings more than 30 years of experience in assisting organizations predict, prepare, protect, manage and respond to risk through the development and implementation of holistic and innovative solutions. In addition to assisting organizations with developing and implementing internal control, risk management and grant management programs, she assists agencies with audit readiness and remediation activities.</p>
<p>Christine Dever Homack, CPA/CFF, CFE, MBA Engagement Senior Manager</p>	<p>Christine has over 25 years of experience in risk management and advisory, internal and external auditing, fraud and forensic engagements and investigations, and financial, accounting human resources and information systems. Christine has significant experience leading full-service internal audit engagements from the initial risk assessment and audit schedule development to performance of internal audits specific to State and Local government.</p>
<p>Philip Wishart, J.D. Engagement Manager</p>	<p>Phil has more than 25 years of professional experience across the Government & Public Sector, Not-for-Profit, Financial Services, Insurance, Manufacturing, Biosciences and Healthcare sectors. Phil leads teams of all sizes, providing comprehensive outsourced and co-sourced internal audit coverage.</p>
<p>Chris Leffler, CPA Engagement Senior Associate</p>	<p>Chris has more than 5 years of experience conducting external and internal audits, compliance reviews, risk/control diagnostics, risk assessments, and audit readiness assessments and planning.</p>
<p>Marian Radar, CPA, CFF, CFE, CGFM Engagement Senior Associate</p>	<p>Marian has 9 years of audit experience, including 7 years performing all aspects of audits for local governments.</p>
<p>Renee Gleaton Engagement Associate</p>	<p>Renee brings over 36 years of state and local government internal audit and financial compliance experience. She specializes in developing and performing risk assessments for state government entities, as well as financial compliance objectives, testing and review.</p>

Full biographies are included in Section 3. Evaluation and Selection Criteria.



Proposal for City of Stonecrest, Georgia

Indicate the address and telephone number of the respondent's office located nearest to Stonecrest, Georgia, and the office from which projects will be managed.

Office Locations

Cherry Bekaert will draw upon the resources of the entire firm to best serve the City. By design, our firm-wide teams work in partnership to deliver all services. That means each engagement team is hand-picked from our 40 offices, regardless of location, based on the skills and expertise needed to effectively execute the engagement. We employ a wide range of solutions and platforms to improve the efficiency, quality, compliance, integration and speed of our engagements, but also can be on-site as needed or as requested.

Office Closest to the City	Primary Office for this Engagement
1075 Peachtree St Ne Ste 1600 Atlanta, GA 30309 P: 404.209.0954	1850 Towers Crescent Plaza Ste 200 Tysons, VA 22182 P: 703.506.4440



3. Evaluation and Selection Criteria

Project Personnel (25 Points) - The Proponent shall provide resumes of all personnel to be assigned to this project. Personnel should have experience with similar projects and have the requisite background necessary to complete the proposed scope of work.

Project Personnel

The Cherry Bekaert team assigned to this engagement brings specialized knowledge in the unique accounting, auditing, and compliance issues you face. We commit to providing timely and helpful responses to time sensitive questions; your engagement team is available to you year-round.

We have the considerable resources and expertise necessary to meet your service level and time requirements. We ensure frequent and direct access to the managing director, senior manager and managers who maintain responsibility for the engagement. In addition, the depth of our talent pool has allowed us to dedicate professionals to specific specialty industries. Each engagement team is handpicked for alignment with the special needs and considerations of clients like the City. We employ a high ratio of partners, senior managers and managers to staff. This allows the Firm to staff and supervise engagements with a higher level of experienced staff than most firms.

Professional Training

We consider the training of our professionals to be extremely important to best meet the evolving needs of our profession and provide the highest quality of service to our clients. Continuing the education of our personnel is a mission-critical objective in our efforts to consistently offer our clients the most current information. It is the policy of Cherry Bekaert that all professional personnel:

- ▶ Comply with the continuing professional education requirements of the AICPA, the SEC Practice Section of the AIPCA Division for Firms, the appropriate state boards of accountancy, the U.S. Government Accountability Office, Yellow Book requirements and other regulatory agencies as applicable;
- ▶ Maintain an adequate awareness and understanding of current developments in technical literature; and
- ▶ Assist in the training and development of staff members under their supervision.

In our commitment to training, we designed a learning strategy to respond to industry trends and provide a strong foundation that develops the "whole professional" through a combination of key growth experiences and informal and formal continuing professional education. The Firm maintains a minimum annual requirement of 40 hours of formal continuing professional education for every associate.

Engagement Team Biographies

Team biographies are provided beginning on the next page.



Proposal for City of Stonecrest, Georgia



Denise Lippuner, CPA, CGFM, CRMP-FED

Partner, Cherry Bekaert Advisory LLC

Government & Public Sector Risk Advisory Services

As the State and Local Advisory Leader at Cherry Bekaert, Denise brings more than 30 years of experience in assisting organizations predict, prepare, protect, manage and respond to risk through the development and implementation of holistic and innovative solutions. In addition to assisting organizations with developing and implementing internal control, risk management and grant management programs, Ms. Lippuner assists agencies with audit readiness and remediation activities with an eye towards improving financial and operational process.

Denise began her career with the Government Accountability Office ("GAO") performing pre-CFO Act audits. This experience led to a desire to help public sector organizations improve financial and risk management processes, both as an auditor and as a consultant. Prior to joining Cherry Bekaert, she was a partner at Grant Thornton and IBM, responsible for leading their Public Sector Risk Advisory practices.

Education

BS in Accounting, Virginia Tech

Areas of Expertise

- ▶ Enterprise Risk Management
- ▶ Financial Accounting and Reporting
- ▶ Internal Audit & Controls
- ▶ Grants Management and Compliance
- ▶ Risk Assessments
- ▶ Audit Readiness and Remediation

Professional Involvement

- ▶ Association of Government Accountants
- ▶ Association for Federal Enterprise Risk Management



Proposal for City of Stonecrest, Georgia



Christine Dever Homack, CPA/CFF, CFE, MBA

Senior Manager, Cherry Bekaert Advisory LLC

Government & Public Sector Risk Advisory Services

Christine has over 25 years of experience in risk management and advisory, internal and external auditing, fraud and forensic engagements and investigations, and financial, accounting human resources and information systems. Christine has significant experience leading full-service internal audit engagements from the initial risk assessment and audit schedule development to performance of internal audits specific to State and Local government. Her experience is deeply rooted in consulting for internal control framework development to address specific challenges that government organizations face, especially in the key areas of compliance, fraud prevention, detection and deterrence, and effectiveness and efficiencies of policies and procedures. Her approach provides evaluation of the control frameworks within an organization and whether they are aligned with government auditing standards, including International Standards for Professional Practice of Internal Audit and Governmental Audit Standards (Yellow Book). Christine has led many forensic and investigative projects, requiring the utmost in client customer service and responsiveness.

Christine has an extensive background in training and development in these areas for several organizations, including the Association of Certified Fraud Examiners (ACFE) at a Global Conference and Chapter level, the Institute of Internal Auditors for several chapters, and the Florida Government Financial Officers Association (FGFOA) School of Governance and local Chapter meetings. Christine is part of the Tampa Bay Economic Crimes Task Force and has served on several Advisory Boards for local non-profits and volunteers for many events.

As a seasoned professional in her field, Christine has developed a reputation as a well-rounded CPA, CFE and internal auditor with a strong work ethic and a commitment to provide excellent service to strengthen the organization, its control environment, and the community and citizens they serve. She is often turned to as a trusted advisor with government and nonprofit organizations, that so often have to do more with less. Her personal and professional goal is to leave the organization in a better place than when they started and provide a strong path forward with reasonable solutions to address gaps and mitigate risks wherever possible.

Prior to Cherry Bekaert, Christine had her own practice for over 16 years, serving organizations nationwide. Christine has also served directly in several positions within these industries, including C-Suite positions, CFO and Human Resources, and Internal and External Audit positions.

Education

B.S. in Management, Florida State University

B.S. in Accounting (Summa Cum Laude), Tampa College

MBA, Concentration in Accounting (Magna Cum Laude), Tampa College

Areas of Expertise

- ▶ Risk Assessment Services including Fraud Risk Assessment
- ▶ Internal Audit
- ▶ Internal Control and Process Assessment and Development
- ▶ Forensic Accounting and Investigation Services and Prevention Program Development

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Proposal for City of Stonecrest, Georgia

- ▶ Risk & Accounting Advisory
- ▶ Training and Development in Governance, Ethics, Fraud & Forensics, Risk and Internal Controls
- ▶ Strategy & Operations
- ▶ Entrepreneurial Services
- ▶ Compliance Readiness Consulting, Enterprise Risk Management Services
- ▶ Litigation Support
- ▶ Government Contractor Consulting Services

Professional Certifications

- ▶ Certified Public Accountant (CPA)
- ▶ Certified in Financial Forensics (CFF)
- ▶ Certified Fraud Examiner (CFE)
- ▶ Certified Internal Auditor (CIA) Candidate for Exam

Professional & Community Involvement

- ▶ American Institute of Certified Public Accountants (AICPA)
- ▶ Florida Institute of Certified Public Accountants (FICPA)
- ▶ Association of Certified Fraud Examiners (ACFE)
- ▶ Institute of Internal Auditors (IIA) Global and FL West Coast Chapter
- ▶ U.S. Secret Service -Tampa Bay Electronic Crimes Task Force
- ▶ University of Tampa, Center For Ethics, (former Director)
- ▶ Association of Certified Fraud Examiners (ACFE) Tampa Bay Chapter (former President)
- ▶ ACFE (Global) Scholarship Foundation - Global (former Treasurer)
- ▶ The Human Trafficking Foundation, (former Treasurer)



Proposal for City of Stonecrest, Georgia

Philip Wishart, J.D.

Manager, Cherry Bekaert Advisory LLC

Government Public Sector Risk Advisory Services

Phil has more than 25 years of professional experience across the Government & Public Sector, Not-for-Profit, Financial Services, Insurance, Manufacturing, Biosciences and Healthcare sectors. Phil leads teams of all sizes, providing comprehensive outsourced and co-sourced internal audit coverage, as well as enterprise risk management services, operational risk and control assessments, policy/procedure implementation and project management. Phil has extensive subject matter expertise in executing financial and compliance audits, specifically audits covering compliance with Federal and State legislature, guidelines, grants and/or regulations such as Sarbanes-Oxley, Anti-Money Laundering programs, Bank Secrecy and USA Patriot Act compliance. Phil helps clients develop and update process-flow documentation, risk and control frameworks, and testing and remediation plans, and has conducted numerous risk assessment projects utilizing ERM/GRC methodologies to assess key risks, develop appetite and tolerance statements and create reporting dashboards for continuous monitoring.

Prior to Cherry Bekaert, Phil began his career in the financial services industry in a variety of roles within the consumer and commercial banking spaces. He then spent 12 years in public accounting at a Big Four Firm as a Director in their Risk Advisory practice, focused on Internal Audit, Risk and Compliance. Phil has also spent time in a chief audit role for a lending bank, reporting to and directly communicating with the Audit and Finance Committee of the Board of Directors. Phil was directly responsible for overseeing and directing all aspects of the Internal Audit function within the organization, including all operational and IT audit activities, Internal Controls over Financial Reporting (ICFR), as well as internal credit review.

Phil is also a licensed attorney (State of Minnesota) and Six Sigma Green Belt certified.

Education

JD – Law, Mitchell Hamline College of Law

B.S., Organizational Communication, Concordia College

Areas of Expertise

- ▶ Internal Audit
- ▶ Enterprise Risk Management
- ▶ Compliance
- ▶ Risk Assessment Services
- ▶ Risk Advisory

Professional Involvement

- ▶ Minnesota State Bar Association
- ▶ Institute of Internal Auditors (IIA)



Proposal for City of Stonecrest, Georgia

Chris Leffler, CPA

Senior Associate, Cherry Bekaert Advisory LLC

Government & Public Sector Risk Advisory Services

Chris has over five years' experience in conducting external and internal audits, compliance reviews, risk/control diagnostics, risk assessments, and audit readiness assessments and planning. Chris has experience in auditing and grant compliance of ARPA awards through US Treasury and DHHS for local governments and not-for-profit organizations in the state of North Carolina. This includes cost allowability testing and consulting, as well as reviewing and developing policies and procedures for entities to improve their internal controls to prevent, deter, and respond to compliance failures.

Education

B.S. in Accounting, Western Governor's University

Master of Accounting, Western Governor's University

Areas of Expertise

- ▶ Risk Assessment Services
- ▶ Internal Audits
- ▶ Accounting Advisory
- ▶ Audit Readiness Assessments
- ▶ Grant Management/Compliance
- ▶ Internal Controls
- ▶ Single Audit Readiness

Professional Certifications

- ▶ Certified Public Accountant (CPA)

Professional Involvement

- ▶ American Institute of CPAs (AICPA)
- ▶ Tennessee Society of CPAs (TSCPA)
- ▶ Association of Government Accountants (AGA) - Nashville Chapter



Proposal for City of Stonecrest, Georgia

Marian Radar, CPA, CFF, CFE, CGFM

Senior Associate, Cherry Bekaert Advisory LLC

Government & Public Sector Risk Advisory Services

As a Senior Associate in Cherry Bekaert's Risk Advisory practice, Marian assists clients with evaluating internal controls and risk. Her responsibilities include reviewing statutory and regulatory requirements, reviewing documented policies and procedures, determining appropriate sampling techniques, performing audit procedures including tests of internal controls and regulatory compliance, analyzing results of the tests, and communicating the results of the audit to management. Management reports include recommendations to respond to compliance failures as well as recommendations to improve internal controls to prevent, detect, and respond to future failures so that resources could be used effectively and in compliance with statutory and regulatory requirements.

Prior to joining Cherry Bekaert, Marian spent 9 years as an auditor at the Office of the Missouri State Auditor working with local governments to evaluate internal controls, analyze government transactions, prepare audit reports, and deliver recommendations to cure internal control weaknesses.

Marian also has experience performing forensic audits and assisting with fraud investigations.

Education

Masters of Accounting, Missouri State University

Graduate Certificate, Forensic Accounting, Missouri State University

B.A. in Business Administration, Evangel University

B.S. in Criminal Justice, Evangel University

Areas of Expertise

- ▶ Internal Audit & Controls
- ▶ Government Auditing
- ▶ Fraud, Waste, and Abuse Investigations

Professional Involvement

- ▶ American Institute of Certified Public Accountants (AICPA)
- ▶ Association of Government Accountants (AGA)
- ▶ Association of Certified Fraud Examiners (ACFE)
- ▶ Institute of Internal Auditors (IIA)



Proposal for City of Stonecrest, Georgia

Renee Gleaton

Associate, Cherry Bekaert Advisory LLC

Government & Public Sector Risk Advisory Services

Renee brings over 36 years of state and local government internal audit and financial compliance experience to our Advisory team. She specializes in developing and performing risk assessments for state government entities, as well as financial compliance objectives, testing and review. She also assists government accounting teams to streamline accounting and audit functions. Renee helps state and local governments develop and implement audit programs, monitor and review financial compliance reports for federal, state, and local funding, and prepare written audit reports for management.

Prior to joining Cherry Bekaert, Renee served as an internal auditor in various state government divisions, local governments and nonprofits, where she led internal audits and the response to external audits. She has provided technical assistance to state level Business Offices and assisted in the implementation of new accounting/financial system software.

Education

BBA, Campbell University

Areas of Expertise

- ▶ State and Local Government Internal Audit Process Design, Testing and Reporting
- ▶ Government Entity Compliance Review and Financial Risk Assessment
- ▶ Financial Data Analytics and Reporting
- ▶ State Grant Management and Financial Compliance
- ▶ Client Accounting Services
- ▶ Account Auditing
- ▶ Process Improvement
- ▶ Fraud investigations
- ▶ Reconciliations

Professional Involvement

- ▶ Institute of Internal Auditors (IIA)
- ▶ Association of Local Government Auditors (ALGA)



Proposal for City of Stonecrest, Georgia

Project Experience and References (25 Points) - Proponent shall have experience completing similar projects which should be demonstrated by providing describing three (3) projects that best match the scope and desired outcomes for this project.

Project Experience

As detailed in the Executive Summary, Cherry Bekaert has significant internal audit experience specifically with public sector entities. We utilize a tailored methodology that is flexible and scalable in managing risks and delivering value. This allows us to deliver high quality, value-added internal audit services based on 25 years of experience performing internal audit and corporate governance engagements. Our portfolio of public sector experience includes risk management, consulting and internal audit co-sourcing projects, such as:

<p>North Carolina Department of Natural & Cultural Resources (NC-DNCR) <i>Risk Assessment & Internal Audit Plan Development</i></p>	<p>Objective: Perform a risk assessment of the Agency, identifying the audit universe and risk factors, defining each risk factor, developing a scoring methodology, and ranking the risk associated with each item in the audit universe. Using the risk assessment, develop a risk-based audit plan for the current and next fiscal year, including proposed engagement objective(s), and estimated hours/level of effort, considering available resources</p> <p>Results: We are currently finalizing the Agency risk assessment with identified and prioritized high risk areas, potential gaps, and best practice recommendations. We are developing a risk-based audit plan for the next two years based on the risk assessment results, including the proposed objectives(s) and level of effort and potential resources needed to implement.</p>
<p>North Carolina Department of Public Safety (DPS), Office of Recovery and Resiliency (NCORR) <i>Risk Assessment & Internal Auditing</i></p>	<p>Objective 1: Perform a risk assessment to evaluate the risks and related controls over NCORR's Housing Opportunities and Prevention of Evictions (HOPE) Program. An Audit Plan was developed based on the risk assessment results and conclusions to address the highest risk areas. The audit plan includes:</p> <ul style="list-style-type: none"> ▶ Audit Areas ▶ Audit Objectives ▶ Audit Type – Financial/Compliance/Operational ▶ Level of Effort and Hours by project and in total <p>Results: Using the results from the risk assessment we developed an audit plan for the HOPE program. We performed a total of three (3) audits in accordance with the Audit Plan and prepared audit reports and executive level presentations detailing our observations and recommendations for addressing identified deficiencies and mitigating risks.</p> <p>Objective 2: Conduct Fraud, Waste, and Abuse (FWA) Investigations for the HOPE program to determine if the claims are substantiated.</p> <p>Results: We conducted Fraud, Waste, and Abuse (FWA) investigations for the HOPE program to determine whether FWA claims were substantiated or unsubstantiated. Once our analysis was complete, we provided a report of our results. Those FWA cases that had substantiated claims were referred on to State law enforcement for further investigation by the NCORR team.</p>



Proposal for City of Stonecrest, Georgia

<p>North Carolina Housing Finance Agency (NCHFA) <i>Enterprise Risk Assessment</i></p>	<p>Objective: Perform the annual NCHFA risk assessment to reduce the likelihood and potential impact of risk events adversely affecting the Agency's ability to accomplish strategic, operational, reporting, and compliance objectives in support of its mission to provide qualified North Carolinians affordable housing.</p> <p>Results: Using the results of the enterprise-wide risk assessment we developed the Agency's Internal Audit Plan. In this context, our top-down risk-based approach aligns internal audit resources with strategic, operational, reporting, and compliance objectives for cost effective monitoring of the Agency's risk management efforts under known resource constraints. We submitted the annual audit plan to the State oversight agency (OSBM), performed resulting audit priorities as requested by the Agency, and communicated results to senior leadership and Audit Committee.</p>
<p>North Carolina Department of Information Technology (NCDIT) <i>IT Audit Risk Assessment</i></p>	<p>Objective: Refine the Agency's internal audit risk assessment and audit plan to make effective use of limited resources and maximize coverage of higher risk IT audit areas.</p> <p>Results: We developed an IT audit risk assessment and proposed audit plan that is inclusive of prioritized audit units, estimated level of effort, and a multi-year audit schedule for the Agency's execution. We re-designed the Department's internal risk assessment methodology, conducted a Department-wide risk assessment, developed a three (3) year audit plan based on risk assessment results, and developed a short-term road map for Department to address key risks identified. We also performed selected audits as requested by the Department.</p>
<p>Cabarrus County, NC <i>Internal Audit Services</i></p>	<p>Objective: Conduct County-wide risk assessment and propose a multi-year audit plan aligned to prioritized risks.</p> <p>Results: Serving as the County's internal audit service provider, we are performing a County-wide risk assessment. The results of our assessment will be used to develop and execute the County's Internal Audit Plan under the oversight of the County Manager's Office. In this context, our top-down, risk-based approach aligns outsourced internal audit resources with the County's mission and vision, focusing on those areas of highest risk.</p>
<p>City of Wilmington, NC <i>Risk Assessment and Process Review</i></p>	<p>Objective: Under the Direction of the City, perform a risk assessment of the Municipal Golf Department to help position the Department to leverage its systems of internal control to better manage risk, enable growth, and promote sustainable operations.</p> <p>Results: We performed a Risk Assessment of the Municipal Golf Course's internal controls over compliance and financial risks. We identified the high-risk areas, potential gaps and made best practice recommendations. We developed a roadmap for steps to close identified gaps taking into consideration risk, time and cost elements. We performed a detailed assessment of controls over the Inventory and related Purchasing process.</p>

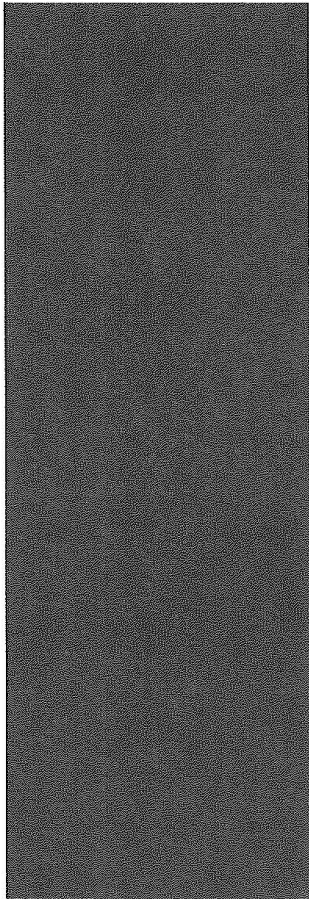


Proposal for City of Stonecrest, Georgia

<p>City of Asheville, NC <i>Risk Assessment</i></p>	<p>Objective: Perform a City-Wide risk assessment to identify, evaluate and rate risks across core processes, organizational structure, and internal controls for financial, operational and compliance in order to provide a road map of improved risk management practices into the City's operations.</p> <p>Results: We performed and developed the following:</p> <ul style="list-style-type: none"> ▶ A Comprehensive City-wide Risk Assessment identifying high-risk areas, potential gaps, and providing best practice recommendations for closing the identified potential gaps. ▶ We proposed a road map for auditable areas to address the identified high-risk areas and identified potential gaps. The road map also considered additional factors for areas that may be important to the City but not as high risk.
<p>City of High Point, NC <i>Finance Department Process and Organizational Assessment</i></p>	<p>Objective: Evaluate opportunities for City management to improve operational efficiency and personnel productivity.</p> <p>Results: We developed a comprehensive activity-level catalog of the City's Finance organization, including</p> <ul style="list-style-type: none"> ▶ An assessment of significant classes of transactions from initiation through authorization, processing, recording, reporting and reviewing to identify bottlenecks, break-downs, over control and/or other improvement opportunities, ▶ A prioritized list of process improvement and organizational improvement recommendations and a high-level project plan to implement recommendations ▶ A benchmark against similar peer municipalities for comparisons of team size, budget and personnel capability ▶ An inventory of the department's responsibilities and approximate level of effort
<p>University of North Carolina Chapel Hill, NC <i>Internal Audit</i></p>	<p>Objective: Risk assessment and compliance audit - Historically Underutilized Businesses (HUB) compliance over 4 year scope period.</p> <p>Results: Cherry Bekaert provided internal audit co-sourcing and support for sensitive projects performed under the UNC Chapel Hill Office of University Counsel. The University spent over \$200M on construction requiring the use of HUB vendors per North Carolina statute.</p>
<p>Anne Arundel County, MD <i>Risk Assessment and Multi-Year Risk Based Audit Plan</i> <i>Audit Manual update</i> <i>P-Card Continuous Monitoring Program and Tools</i></p>	<p>Objective: This engagement had three objectives:</p> <ul style="list-style-type: none"> ▶ Performed a County-Wide Risk Assessment to identify, evaluate and rate risks across core processes, organizational structure and internal controls for financial, operational and compliance. on behalf of the Anne Arundel County on behalf of the County Auditor and propose a risk based audit plan. ▶ Evaluate and provide updates for the County Auditor Audit Manual for compliance with all applicable standards, best practices, for a more streamlined, consistent, and efficient approach to meet the objectives of the County Audit Office. ▶ P-Card Continuous Audit - Development of continuous audit procedures over County purchasing card transactions.



Proposal for City of Stonecrest, Georgia



Results: We performed and developed the following:

- ▶ A Comprehensive County-wide Risk Assessment identifying high-risk areas, potential gaps, and providing best practice recommendations for closing the identified potential gaps.
- ▶ We proposed a multi-year risk based comprehensive audit plan to incorporate the high-risk areas, considering additional factors for areas that may be important to the County but not as high risk.

The audit plan included

- ▶ Audit Area
- ▶ Related Objectives
- ▶ Audit Type - compliance/financial/operational
- ▶ Level of Effort and Hours by project and in total
- ▶ Whether the project could be internally performed, outsourced or co-sourced.

We also provided a review and evaluation of the County Audit Manual and made recommendations to ensure compliance with applicable standards and streamlining of procedures for efficiency and effectiveness improvements. In addition, we provided a P-Card Continuous Audit to develop an automated continuous audit procedure over County purchasing card transactions to validate compliance with the County policy and achieve audit efficiencies through a tailored data analytics tool to assist the County.

We prepared a comprehensive PCard continuous monitoring program utilizing Tableau, for data analytics and an automated and interactive Dashboard for the County Auditor to review and monitor the PCard activity for usage and management in alignment with key internal controls. This PCard tool provided the County Auditor with an enhanced ability to better target areas for audits and sampling to evaluate and test areas of concern. We worked with the County Auditor to train them on the dashboard and tool. At the end of the engagement we were asked to provide a maintenance agreement to support the system for monitoring for assistance and future transition.



Proposal for City of Stonecrest, Georgia

Reference: Include a list of references for these projects. Naming of a reference is considered permission to contact the reference. The City may contact outside individuals, whether offered as references or not. The City retains the right to use such information in its decision. Provide, as references, the names of at least three (3) local clients you have served in the last five (5) years. Please include the following: 1. Client's/Owner's Company Name 2. Address 3. Contact Person Information 4. Phone and Email Addresses 5. Project(s) completed with listed Client/Owner

References

The best indicator of our ability to serve clients in a professional yet personalized manner is the outstanding reference provided by our clients. Provided are some of our references served by members of your engagement team. We can provide additional references if needed. We encourage you to call any of the individuals listed and ask them about our services and expertise.

North Carolina Department of Natural & Cultural Resources (NC-DNCR)

Claire M. Mufalo, CFE, CICA - Director of Internal Audit

109 E. Jones Street
Raleigh, NC 27601

P: 919-814-6761 | E: claire.mufalo@dnrc.nc.gov

Date of Service (start/end): June 2023 to Present

Brief Description of Service: Cherry Bekaert performed a Risk Assessment, developed a two-year Risk-Based Audit Plan and performed several audits. We also evaluated the State Library's grant monitoring processes for SFRF funding, resulting in a comprehensive report that included a SFRF compliance matrix with detailed results of the evaluation, gap/risk analysis, ranking gap/risk by priority and recommendations with impact and complexity ratings.

City of Asheville, NC

Tony McDowell - Finance Director

70 Court Plaza
P.O. Box 7148
Asheville, NC 28802

P: 828-259-5635 | E: tmcdowell@ashevillenc.gov

Date of Service (start/end): August 29, 2022 - March 13, 2023

Brief Description of Service: Performed a City-Wide risk assessment to identify, evaluate and rate risks across core processes, organizational structure, and internal controls for financial, operational and compliance in order to provide a road map of improved risk management practices into the City's operations.

North Carolina Office of Recovery & Resiliency (NCORR)

Amanda Stapleton - Compliance Director

P.O. Box 110465
Durham, NC 27709

P: 919.418.0554 | E: Amanda.stapleton@ncdps.gov

Date of Service (start/end): December 2021 - December 2023

Brief Description of Service: Performed a risk assessment for the HOPE Program, development of audit schedule for the HOPE program, outsourced to perform internal audits based on audit schedule and conducting Fraud Waste and Abuse investigations



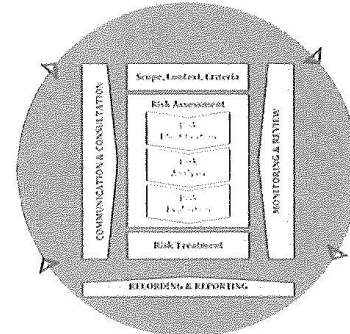
Proposal for City of Stonecrest, Georgia

Project Understanding & Approach (30 Points) - Proponent shall include a narrative that presents the services the firm would provide detailing the approach, methodology, deliverables, and client meetings to be provided. A proposed timeline for preparation and implementation of the procurement card audit and its components.

Project Understanding & Approach

Risk Assessment and Audit Plan Development

Cherry Bekaert proposes a phased, multi-year approach to performing the initial risk assessment and subsequent internal audits identified and selected as part of the annual audit plan. This phased approach would have the risk assessment and risk-based audit plan development occurring in year one and execution of four (4) audits in each subsequent year moving forward. We feel this structure provides the best opportunity for a comprehensive, value-added risk assessment to occur, driving the development of the plan and are recommending this approach based on: 1) the time elapsed since the last risk assessment and 2) lack of existing workpapers or assumptions available for review and/or reliance. Cherry Bekaert uses a methodology based on active participation of process owners to tailor our risk assessment to your unique organizational needs. Our risk and control diagnostics and risk assessments help participants clearly see risks, identify important controls, challenge non-valued activities and consider the need for control maturity within in-scope business processes.



Source: ISO 31000:2018

The risk assessment process starts with defining the audit universe and agreeing on a common set of risk criteria by which audit risk is measured. The specific risk criteria used are tailored to each organization. We complete our risk assessments through a collaborative process in which we conduct cross-functional workshops to solicit, capture and synthesize feedback from audit area stakeholders.

We often deploy technology to facilitate and complete the risk assessment workshops, which typically take one to two hours per audit area to allow for robust discussion of key risk factors, likelihood, inherent and residual risk, time horizon, and potential impact to the organization.

We determine the number of workshops required based on the scope and nature of the audit universe that we will work with the organization to define. Each workshop will result in a qualitative assessment of risk for each area evaluated. We generally summarize risk as an aggregate risk score by activity (across risk criteria) to facilitate prioritization for subsequent audit planning purposes.

Key steps in our risk assessment methodology and audit planning process are noted below:

- ▶ **Control Environment:** Work with client leadership to understand the organizational structure, culture, and control framework, and review policies, procedures and other pertinent information for a holistic understanding of the organization
- ▶ **Objectives:** Discuss, define and agree on the objectives of the risk assessment
- ▶ **Risk Tolerances:** Discuss with client management and define the risk tolerances for the organization as a whole and at a department level.
- ▶ **Audit Universe:** Work with the client to define audit universe, including departments, functions and processes
- ▶ **Risk Criteria:** Agree on risk criteria by which audit area risk is evaluated and measured
- ▶ **Risk Assessment Workshops:** Conduct risk assessment workshops with appropriate input and participation from all departments
- ▶ **Analyze Risk:** Aggregate and analyze risk and corroborate with client leadership
- ▶ **Define Audit Response:** Develop audit plan based on risk assessment results and available resources



Tailored Risk Assessment Approach

The following table details the risk assessment process and can be modified to meet your needs. The risk and control assessment establishes the baseline for where we need to focus improvement priorities and internal audit activities.

TAILORED APPROACH TO RISK ASSESSMENT & AUDIT PLAN DEVELOPMENT	
<p>Phase 1: Plan Risk Criteria and Audit Universe Development</p>	<ul style="list-style-type: none"> ▶ Work with client leadership to define and formalize audit universe components (departments, functions, programs). ▶ Form team with client leadership to agree on project objectives. ▶ Define project success measures and risk factors relevant to the scope. ▶ Confirm applicable regulatory and compliance requirements. ▶ Agree on framework on which to base risk assessment and subsequent audit planning procedures. ▶ Define risk criteria on which to measure audit area risk. ▶ Engage client stakeholders to schedule working sessions.
<p>Phase 2: Assess Risk Conduct Risk Assessment Working Sessions & Measure Risk</p>	<ul style="list-style-type: none"> ▶ Conduct risk assessment workshops with client stakeholders. ▶ Corroborate risk ratings for reasonableness based on underlying evidence and documentation, as needed. ▶ Socialize risk ratings and related risk responses with the client to obtain buy-in on relative risk measures proposed. ▶ Prioritize risk criteria and/or aggregate risk measures to identify population of higher risk audit areas and processes as candidates for subsequent audit procedures.
<p>Phase 3: Audit Plan Develop an Audit Plan</p>	<ul style="list-style-type: none"> ▶ Agree on principles related to the nature, timing and extent of internal audit procedures required. ▶ Develop an internal audit plan to incorporate agreed upon time period, principles, and to achieve sufficient coverage with available resources. ▶ Evaluate available client resources, both internal and external. ▶ Propose level of effort and staffing plan for defined audit program. ▶ Document and deliver a draft risk assessment outcome, proposed audit plan, audit universe and schedule for project completion to the organization as a deliverable. ▶ Present the draft to client's leadership team, considering client's input in final draft. ▶ Deliver final documents to the client.

Risk Assessment Toolkit

We use a Risk and Control Diagnostic toolset to quickly assess risks and control maturity as part of our approach. We use tailored risk criteria and pre-built activity catalogs to benchmark processes, identify relevant risk events and assess the maturity of related internal controls, process efficiency and risk management practices currently in place to meet management objectives. Our toolkit used in the risk assessment process includes:

- ▶ Quick start project kick-off packet that accelerates change management and project understanding
 - ▶ Risk criteria library, including ratings and measurement guidelines
 - ▶ Control capability model
 - ▶ Risk and control diagnostic library for all major business cycles across public sector departments
 - ▶ Audit universe model
- Audit Plan templates



Proposal for City of Stonecrest, Georgia

Engagement Timeline

The engagement will be structured and executed over the contract term as follows, beginning shortly after contract award with an introductory meeting between our team and the appropriate points of contact within the City.

Audit Activity	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12
Contract Award	█											
Planning	█	█	█									
Risk Assessment Workshop Sessions			█	█	█	█	█	█				
Risk Assessment Documentation & Validation								█	█	█		
Audit Plan Development								█	█	█		
Reporting											█	█
Project Management & Communication	█	█	█	█	█	█	█	█	█	█	█	█

Use of Technology

Leveraging the power of technology is critical as financial and operational systems become more complex, remote work continues, and regulatory requirements change. Cherry Bekaert employs and offers expertise in a wide range of solutions and platforms to improve the efficiency, quality, compliance, integration and speed of our engagements. Our audit and consulting services will combine data analysis software, wireless technology and engagement management software. As such, our documentation is virtually paperless with procedures documented in an automated environment and files shared through encrypted wireless technology among engagement team members. We will also provide a secure client portal for transmitting information to the engagement team over the internet.



Data Visualization, Data Management, Analytics



Business Process Automation and Robotic Process Automation





Proposal for City of Stonecrest, Georgia

Alteryx

Data Preparation, Advanced Analytics, Analytics Automation

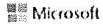


ASSOCIATE PARTNER

Microsoft PowerBI

Power Platform and Power Apps

Microsoft Partner



Cloud Communications
Microsoft Productivity
Microsoft Analytics
Microsoft Dynamics 365

SmartSheet

Collaboration, secure document transmittal, project execution



FiveTran

Automated Data Extraction and Management from ERP, financial systems, marketing systems and other standard applications

IDEA

Tailored sample selections, performance of audit tests applied to the entire population of transaction

Coordination & Communication Using Smartsheet®

To ensure seamless delivery and efficient communication, we will utilize Smartsheet® throughout the engagement process. Cherry Bekaert utilizes this powerful cloud-based tool to track and manage the entire engagement in real-time through a highly secure platform. You can attach documents, log comments and notes, schedule check-in meetings, share screens and show request status and progress throughout the year the process, enhancing collaboration between the City and your engagement team.

Information Security Statement: The Firm takes the security of all our clients' data very seriously. Smartsheet® encryption and access controls protect your data at rest and in transit. In addition, Cherry Bekaert maintains Information Security Policies and monitoring procedures that only allow authorized individuals to access client data within Smartsheet® based on their job function. For more information on how Smartsheet® delivers secure solutions, please visit: <https://www.smartsheet.com/security-info>.



4. Cost Proposal

In this section the Proponent shall outline a pricing schedule that identifies all pricing elements discussed in the proposal to accomplish the City requirements. Pricing that is identified in unit measures (prices per hour, day, week, etc.) shall also be accompanied by an estimated number of units expected to complete the task.

Please see our separately submitted cost proposal for this information.





Appendix - Forms

Proposal Letter

PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Stonecrest Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this proposal.


It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Stonecrest.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Stonecrest reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of ninety (90) days from opening date.

PROPOSAL SIGNATURE AND CERTIFICATION (Proponent to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Proponent. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature  Date February 29, 2024

Print/Type Name Christian Fuellgraf - Partner

Print/Type Company Name Here Cherry Bekaert Advisory LLC

Email Address of Contact Person: christian.fuellgraf@cbh.com

**EXHIBIT C
DRUG-FREE WORKPLACE**



Proposal for City of Stonecrest, Georgia

Drug-Free Workplace

EXHIBIT C
DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act," have been complied with in full.

The undersigned further certifies that:

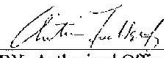
- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with _____ (Service Provider), _____ (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Cherry Bekaert Advisory LLC

Company Name

 February 29, 2024
BY: Authorized Officer or Agent Date
(Service Provider Signature)

Partner

Title of Authorized Officer or Agent of Service Provider

Christian Fuellgraf

Printed Name of Authorized Officer or Agent

End of Exhibit C.



EXHIBIT D
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT



Proposal for City of Stonecrest, Georgia

Georgia Security & Immigration Compliance Act Affidavit

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Cherry Bekaert Advisory LLC
Address: 1850 Towers Crescent Plaza | Ste 200 | Tysons, VA 22182

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

2221355 E Verify™ Company Identification Number
7/26/2023 Date of Authorization

Christian Fuellgraf - Partner
BY: Authorized Officer or Agent
(Name of Person or Entity)
February 29, 2024
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

29th DAY OF February, 2024



Carol Nadzak
Notary Public

[NOTARY SEAL]

My Commission Expires: 12/12/26

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

EXHIBIT E
PURCHASING POLICY ADDENDUM



Proposal for City of Stonecrest, Georgia

Purchasing Policy Addendum

EXHIBIT E
PURCHASING POLICY ADDENDUM

I, Christian Fuellgraf, hereby certify that I have received a copy of the City of Stonecrest, GA, Financial Management Policies Purchasing Policy, which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

 February 29, 2024

BY: Authorized Officer or Agent Date
(Service Provider Signature)

Partner

Title of Authorized Officer or Agent of Service Provider

Christian Fuellgraf February 29, 2024

Printed Name of Authorized Officer or Agent Date

End of Exhibit E.

EXHIBIT F
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION



Proposal for City of Stonecrest, Georgia

Affidavit Verifying Status for City Public Benefit Application

EXHIBIT F
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stonecrest, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract, or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stonecrest license/permit and /or contract for

Christian Fuellgraf - Partner, Cherry Bekaert Advisory LLC

[Name of natural person applying on behalf of an individual, business, corporation, partnership, or other private entity]:

1. [X] I am a United States citizen

OR

2. [N/A] I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: [Signature]

Date: February 29, 2024

Printed Name: Christian Fuellgraf

* Alien Registration number for non-citizens: N/A

** PLEASE INCLUDE A COPY OF YOUR PERMERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOUR ARE A LEGAL PERMANENT RESIDENT (#2).

Subscribed and Sworn Before Me, this the 29th day of February, 2024,

Notary Public: [Signature]

My Commission Expires: 12/12/26

* Note: O.C.G.A. § 50-36-1(c)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

**EXHIBIT G
NON-COLLUSION AFADAVIT**



Non-Collusion Affidavit

EXHIBIT G
NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 29th day of February, 2024

Cherry Bekaert Advisory LLC
(Name of Organization)

Partner
(Title of Person Signing)

[Handwritten Signature]
(Signature)

24-01
(Bid Number)

ACKNOWLEDGEMENT

STATE OF Florida)

COUNTY OF Orange)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 29th day of February, 2024

[Handwritten Signature]
Notary Public Signature

My Commission Expires: 12/12/26

**EXHIBIT H
REFERENCES**



References

EXHIBIT H
REFERENCES

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: North Carolina Department of Natural & Cultural Resources (NC-DNCR)
 Address: 109 E. Jones Street | Raleigh, NC 27601
 Contact: Claire M. Mufalo, CFE, CICA Phone: 919.814.6761

2. Company Name: City of Asheville, NC
 Address: 70 Court Plaza | P.O. Box 7148 | Asheville, NC 28802
 Contact: Tony McDowell Phone: 828.259.5635

3. Company Name: North Carolina Office of Recovery & Resiliency (NCORR)
 Address: P.O. Box 110465 | Durham, NC 27709
 Contact: Amanda Stapleton Phone: 919.418.0554

**EXHIBIT I
COST**

4. Cost Proposal

In this section the Proponent shall outline a pricing schedule that identifies all pricing elements discussed in the proposal to accomplish the City requirements. Pricing that is identified in unit measures (prices per hour, day, week, etc.) shall also be accompanied by an estimated number of units expected to complete the task.

We understand and appreciate your desire for professional service providers who are not only highly qualified, but who are also cost-conscious and cost-effective about the work they perform. We are mindful that cost is always a consideration in selecting a professional services firm. Accordingly, we have structured our fee based on our strong desire to develop a mutually rewarding, long-term relationship. Our fees are generally based on the time required to complete the work at our established billing rates, plus clerical and computer charges and out-of-pocket expenses. Our fees are also based on other factors such as the complexity of the work, the skill required, time limits, the experience and abilities of our personnel, and the value of the services rendered.

Audit Activity	Hourly Rate	Number of Hours	Fee
Project Planning	\$165	55	\$9,075
Risk Assessment Workshops	\$165	135	\$22,275
Risk Ranking, Assimilation and Review	\$165	150	\$24,750
Report Development and Completion, Presentation	\$165	72	\$11,880
Project Management, Status Reporting and Admin	\$165	42	\$6,930
Total			\$74,910

Additional Details

- ▶ The cost proposal represents the effort for year one which includes the development of the Risk Assessment and multi-year Internal Audit Plan.
- ▶ It is assumed that no more than 8 risk assessment workshops will be conducted.
- ▶ Pricing for the execution of each individual audit in successive years (assuming minimum scoping per audit), would be \$30,000 per discrete audit, or \$120,000 annually for four (4) audits completed in the calendar year.
- ▶ Please Note: “Cherry Bekaert” is the brand name under which Cherry Bekaert LLP and Cherry Bekaert Advisory LLC, independently owned entities, provide professional services in an alternative practice structure in accordance with applicable professional standards. Cherry Bekaert LLP is a licensed CPA firm that provides attest services, and Cherry Bekaert Advisory LLC and its subsidiary entities provide business advisory and non-attest services. For more details, visit cbh.com/disclosure.
- ▶ Future year increases beyond the fee commitment shown will be adjusted to annual cost of living increases, assuming there are no significant changes to the scope of work and engagement.
- ▶ A change in fees will apply should the scope of work change significantly. Should this occur, or there is a change in scope because of a change in your operations, we would meet with you to obtain your agreement on any increase in the fee ranges before proceeding.



EXHIBIT J
2021 RISK ASSESSMENT & INTERNAL AUDIT PLAN

EXHIBIT J
2021 RISK ASSESSMENT & INTERNAL AUDIT PLAN

PLEASE SEE SEPARATE ATTACHMENT

EXHIBIT K
CHERRY BEKAERT TERMS & CONDITIONS

Cherry Bekaert
STANDARD TERMS AND CONDITIONS

Nature of Engagement

During the course of this engagement, we will not audit or review financial information and will not express an opinion or any form of assurance on it. The sufficiency of our procedures is solely your responsibility. Please note that our engagement cannot be relied on or replace management's responsibility to detect or disclose errors, irregularities, or illegal acts, including but not limited to fraud, embezzlement or defalcations that may exist.

Potential Conflict Avoidance

Our fees are based on professional services provided. It is important that our firm, its members, and our clients avoid any potential conflicts of interest. Since members of the Firm serve on various policy setting government boards, any representative member of the Firm will abstain from discussion and voting on any matter which is determined to be a conflict of interest.

Services

Our services may include advice and recommendations; but all decisions in connection with the implementation and communication of such advice and recommendations will be your sole responsibility.

The Firm warrants that it: (i) has the capability, experience, and means necessary to perform the internal audit and consulting services described in the attached engagement letter; (ii) will perform the services in a workmanlike manner with reasonable skill and care ordinarily exercised by members of

the profession practicing under similar conditions and in accordance with accepted industry practices and professional guidelines; (iii) will perform the services in accordance with all applicable federal, state and local laws, rules, regulations, code, ordinances, and orders and all relevant and applicable foreign legislation; (iv) has in effect and will maintain in effect all permits, licenses and other authorizations necessary to perform the services; and (v) will not, in performing the services, disclose, violate, infringe or misappropriate any trade secrets, proprietary information, trademark, copyright, or patent rights of any third parties.

Cooperation

You agree to cooperate with us in our performance of our services for you, including providing us with reasonable facilities and timely access to your data, information, and personnel. You are responsible for the performance of your employees and agents and for the accuracy and completeness of all data and information provided to us for purposes of this engagement.

As such, the Firm shall not be liable for any default or delay in performance of its obligations under the terms of this agreement to the extent that such default or delay is caused, directly or indirectly, by (i) the failure of the City to comply with any of its obligations within the terms of this agreement or (ii) the unavailability or absence of key the City personnel.

Non - Solicitation

The City agrees not to directly solicit the Firm's employees, who are directly involved in matters related to this Agreement, for employment with the City, and the Firm agrees not to directly solicit the City's employees, who are directly involved in matters related to this Agreement, for employment with the Firm, from the time that this Agreement comes into force until six (6) months after the expiry of this Agreement. Notwithstanding the foregoing, nothing contained herein shall be construed to prohibit either party from (a) placing general advertisements for employment, (b) hiring employees or former employees of the either party who contact the other party of their own accord, or (c) recruiting through employment agencies (so long as neither party directs such agencies to solicit the other party's employees).

The City of Stonecrest, Georgia

2021 Risk Assessment and Internal Audit Plan

December 8, 2021

CONTACTS:

Robert J. Brietz, Jr., CPA, CIA
Principal
704.808.5247
jay.brietz@elliottdavis.com

Austin Miller, CPA, CISA
Manager
980.201.3174
austin.miller@elliottdavis.com

Ms. Janice Allen Jackson
Acting City Manager
The City of Stonecrest
Stonecrest, Georgia

To Ms. Jackson:

We have completed the 2021 risk assessment for the City of Stonecrest (the “City”) and developed an Internal Audit plan to assist the management in monitoring risks. Our engagement was performed in accordance with the consulting standards established by the American Institute of Certified Public Accountants (“AICPA”).

Our procedures did not constitute a financial statement audit and therefore we do not express an opinion on the City’s financial statements or any elements, accounts or items thereof as a part of this engagement. In addition, our procedures did not constitute an examination of internal control as defined by the AICPA, and accordingly we do not express an opinion on the effectiveness of internal control at the City. Our engagement did not include a detailed examination of all transactions and was not designed, and cannot be relied on, to discover errors, irregularities, or illegal acts, including fraud or defalcations that may exist. If we had performed additional procedures, other matters may have come to our attention that would have been reported to you.

The enclosed report summarizes our risk assessment process, the risk assessment procedures performed, and the results of those procedures. The information contained in our report is intended solely for the use of management and councilmembers of the City and is not intended to be and should not be used by anyone other than these specified parties. The City’s regulators and external auditors may be provided a copy of this report in connection with fulfilling their respective responsibilities.



Charlotte, North Carolina
December 8, 2021

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Section One

Executive Summary

Risk Assessment Process Overview

Background

Elliott Davis, PLLC (“Elliott Davis”) and the City of Stonecrest (the “City”) management have completed the 2021 risk assessment for the City with the primary objective of identifying and evaluating the City’s risks. The most significant risks will drive the City’s FY 2022 – 2024 Internal Audit Plan.

Management’s Responsibilities

Management is responsible for establishing and maintaining an effective internal control system and providing important oversight to the internal control system.

The internal audit risk assessment accumulates information provided by and assessments made by management and is intended for the benefit and use of the City. The information and assessments included in the internal audit risk assessment were not completed in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

Elliott Davis did not perform management functions or make management decisions on behalf of the City. The City was responsible for making all management decisions and performing all management functions, designating a competent employee from senior management to oversee the internal audit risk assessment, evaluating the adequacy and results of the internal audit risk assessment, and accepting responsibility for the results of the internal audit risk assessment.

Approach

Identifying Key Areas of Focus

Through inquiries with the City’s management, review of financial information, review of existing policies and procedures, review of the City’s most recent strategic plan, and review of prior audits, Elliott Davis was able to gain an understanding of the City’s business and current risk profile. Elliott Davis and management identified the following key areas of the City to develop a deeper understanding of the risks associated with each:

Audit Area (Major Category or Line of Business)

Finance	<ul style="list-style-type: none"> • Accounting and Finance • Procurement and Vendor Management • Grants and Capital Projects • Procurement Cards (P-Cards) 	Operations	<ul style="list-style-type: none"> • Information Technology • Communications • Strategic and Infrastructure Planning
Departmental Areas	<ul style="list-style-type: none"> • Economic Development • City Engineering • Planning and Zoning • Code Enforcement 	Departmental Areas (cont.)	<ul style="list-style-type: none"> • Permitting and Inspection • Parks and Recreation • Clerk’s Office • Police Department

The purpose of evaluating the risks associated with each of these areas was to develop a risk-based Internal Audit Plan for FY 2022 – 2024.

Identifying and Evaluating Risks

The primary objective of the risk assessment is to identify and evaluate risks. To accomplish this objective, Elliott Davis and the City’s management examined inherent risk, control effectiveness, and residual risk for each area. Each of these is described below.

Inherent risk is the risk that a material misstatement could occur without considering internal controls. Inherent risk is intrinsic to a business activity and arises from exposure to, and uncertainty from, possible future events, or changes in business or economic conditions.

Inherent risk is evaluated by making well-considered assumptions about the probability of such events or changes in conditions happening, and the estimated impact on the City’s budget, revenues, or fund balances. An assessment of inherent risk is made without considering management processes and controls; rather, these factors are considered in evaluating and determining the City’s control effectiveness as discussed in the overview of the risk assessment methodology below. Inherent risk is described as high, moderate high, moderate, moderate low, or low, as outlined below:

Inherent Risk Classification	Definition
High	High inherent risk exists where there is a substantial financial impact, increased likelihood of fraud, or where the nature of the activity is inherently more complex than normal. Thus, the activity potentially could result in a significant and harmful loss to the City.
Moderate High	Moderate high inherent risk exists where there is a moderately-high substantial financial impact, moderate likelihood of fraud, and/or where the activity is not considered typical or traditional. Therefore, while the activity potentially could result in a loss to the City, the loss would not be significant and harmful, yet it would not be readily absorbed by the City in the normal course of business.
Moderate	Moderate inherent risk exists where the financial impact is average, minimal likelihood of fraud, and where the activity is more typical or traditional. Thus, while the activity potentially could result in a loss to the City, the loss could be absorbed by the City in the normal course of business.
Moderate Low	Moderate low inherent risk exists where the volume, size, or nature of the activity is such that in the event internal controls have weaknesses, the risk of loss is not likely, and losses incurred would be absorbed with minimal impact on the City’s overall financial condition.
Low	Low inherent risk exists where the volume, size, or nature of the activity is such that even if the internal controls have weaknesses, the risk of loss is remote or, if a loss were to occur, it would have little or no impact on the City’s overall financial condition.

Control effectiveness represents the ability of the accounting and internal control systems to prevent or detect and correct a material misstatement that could occur on a timely basis. Strong internal control systems can help mitigate the likelihood of material problems, errors, or misstatements resulting from inherent risks. The assessment of the City’s control effectiveness is described as strong, good, adequate, weak, or ineffective, as follows:

Control Effectiveness Classification	Definition
Strong	Strong control effectiveness exists when controls are designed and are operating at or above the level deemed necessary to sufficiently mitigate inherent risk.
Good	Good control effectiveness exists when controls are designed and operating such that inherent risk is mitigated, but errors or misstatements could exist.

Control Effectiveness Classification	Definition
Adequate	Adequate control effectiveness exists when a weakness exists in the design or operating effectiveness of the City’s internal control system such that a material error or misstatement could occur and not be detected and corrected in a timely manner.
Weak	Weak control effectiveness exists when a weakness exists in the design or operating effectiveness of the City’s internal control system such that a material error or misstatement will likely occur and not be detected and corrected in a timely manner. Additionally, this classification includes areas that have not been previously tested by internal audit.
Ineffective	Ineffective control effectiveness exists when a significant weakness exists in the design or operating effectiveness of the City’s internal control system such that a material error or misstatement will likely not be detected and corrected in a timely manner.

Residual Risk is the remaining risk after effectiveness of controls has been considered. For example, consider an area that has high inherent risk, yet is supported by a strong control environment. The high control effectiveness mitigates a portion of high inherent risk and the resulting residual risk could be medium or even low. Like inherent risk, we have evaluated the residual risk as high, moderate high, moderate, moderate low, or low, as defined below:

Residual Risk Classification	Definition
High	Controls are not sufficient to reduce inherent risk.
Moderate High	Controls are in place, which when working properly, will reduce inherent risk. However, management should take additional steps to monitor controls for operating effectiveness in mitigating the inherent risks.
Moderate	Controls are sufficient to reduce inherent risk, however management should continue to monitor controls for operating effectiveness in mitigating the inherent risks.
Moderate Low	Controls are in place and are working at a level which provides assurance that inherent risk has been reduced to a level where unacceptable risk is minimal.
Low	Controls are sufficient to reduce inherent risk to a level where unacceptable risk is eliminated.

This risk assessment model is a tool by which management can evaluate the risks associated with the departments and functions within the City. It is based on models developed for similar entities and provides a more objective view of the risk areas since it ranks all auditable areas on specific criteria. This model will aid in the effective allocation of time and personnel while simultaneously allowing the audit function to fulfill coverage requirements of management.

Internal Audit Frequency

Audits are scheduled and performed based on the assessed residual risk rating as shown below.

Residual Risk Classification	Internal Audit Frequency
High	At least every 12 months
Moderate High	At least every 12 – 18 months
Moderate	At least every 18 – 24 months
Moderate Low	At least every 24 – 36 months
Low	At least every 36 months

Risk Assessment Methodology

Inherent Risk

Inherent risk is evaluated by making well-considered assumptions about the probability of such events or changes in conditions happening, and the estimated impact on the City's funding, budget, revenues, or fund balances. The key elements that Elliott Davis and the City's management review as part of the inherent risk assessment include:

- *Financial* – Assesses the risk of losing funding or cash flow and the associated financial impact.
- *Operational* – Assesses the risk of loss resulting from a breakdown in internal controls, operations, or procedures, complexity of the audit area, and turnover of key personnel and stability in management.
- *Legal/Regulatory/Compliance* – Measures the risk arising from violations of, or noncompliance with, laws, rules, regulations, prescribed practices, policies and procedures, and/or ethical standards.
- *Strategic* – Assesses the risk of not meeting the strategic objectives of the City arising from adverse business decisions, poor execution of a strategic plan, or improper implementation of those decisions.
- *Information Technology/Systems* – Assesses the risk of changes or planned changes to technology, that data is not complete and accurate, and that proprietary or confidential data is not properly restricted.
- *Fraud* – Measures the area's susceptibility to fraudulent activity - both internal and external.
- *Reputation* – Estimates the risk to the City's reputation if a control failure were to occur in this area. This is a subjective factor based on management's knowledge of the area and the amount of public interest in the area.

Our approach to determining the overall inherent risk grade for each audit area involves assigning a risk grade to each of the individual risk factors above within each of the audit areas. These risk grades are based on reviews of existing documentation, results from management questionnaires and interviews, and other industry trends and considerations. The individual risk grades within each audit area are then weighted to more accurately reflect the City's risk profile. The weighted individual risk factors are then summed to determine the overall inherent risk for a given audit area.

The individual risk factor scores and the overall inherent risk grade for each audit area are ranked into the following categories: high, moderate high, moderate, moderate low, or low.

Control Effectiveness

Control effectiveness represents the ability of the accounting and internal control systems to prevent or detect and correct a material misstatement that could occur on a timely basis. Strong internal control systems can help mitigate the likelihood of material problems, errors, or misstatements resulting from inherent risks. In evaluating control effectiveness, the following elements were considered:

- *Policies and procedures* – Control considerations related to documentation of policies and procedures.
- *Management* – Evaluation of management experience considering subject matter and tenure with the City.
- *Staff* – Evaluation of experience considering subject matter and tenure with the City.
- *Prior audit date* – Time elapsed since the last audit.
- *Prior audit rating* – Rating assigned as a result of the last internal audit.
- *Outstanding issues* – Consideration of significance and age of outstanding issues noted during internal audits performed, external financial audits, and/or regulatory examinations as reported to the audit and finance committee.

Our approach to determining the overall control effectiveness grade for each audit area involves the application of control effectiveness, which is the effectiveness of the internal controls in place, and the assignment of a rating or grade in a manner consistent with the grading of inherent risk as outlined above.

The individual risk factor scores for control effectiveness and the overall control effectiveness grade for each audit area is ranked into the following categories: strong, good, adequate, weak, or ineffective.

Residual Risk

As noted above, residual risk represents the remaining risk after effectiveness of controls has been considered. Residual risk for each audit area is calculated as the inherent risk offset by the control effectiveness (i.e., inherent risk score minus the control effectiveness score). In the evaluation of the residual risk factors, the residual risk score was allocated as high, moderate high, moderate, moderate low, or low based on the inherent risk and control effectiveness scores.

The table on the following page provides a summary view of the assessed risks for each audit area.

Summary of Risk Assessment Results and Internal Audit Plan

The table below provides a summary view of the assessed risks for each audit area, the audit plan and the audit frequency. See Appendix A for the Internal Audit Plan and Schedule.

Audit Areas	Inherent Risk	Control Effectiveness	Residual Risk	2022 Audit Plan	Audit Frequency
Finance					
Accounting and Finance	High	Weak	High	✓	Every 12 Months
Procurement and Vendor Management	Moderate High	Good	Moderate		18 - 24 Months
Grants and Capital Projects	High	Weak	High	✓	Every 12 Months
P-Cards	Moderate High	Adequate	Moderate High	✓	12 - 18 Months
Operations					
Information Technology	Moderate	Weak	Moderate		18 - 24 Months
Communications	Moderate Low	Adequate	Moderate Low		24 - 36 Months
Strategic and Infrastructure Planning	Moderate High	Adequate	Moderate High		12 - 18 Months
Departmental Areas					
Economic Development	Moderate High	Good	Moderate		18 - 24 Months
City Engineering	Moderate	Weak	Moderate		18 - 24 Months
Planning and Zoning	Moderate	Adequate	Moderate		18 - 24 Months
Code Enforcement	Moderate	Adequate	Moderate		18 - 24 Months
Permitting and Inspection	Moderate Low	Adequate	Moderate Low	✓	24 - 36 Months
Parks and Recreation	Moderate Low	Adequate	Moderate Low	✓	24 - 36 Months
Clerk's Office	Moderate Low	Ineffective	Moderate Low	✓	24 - 36 Months
Police Department	TBD	TBD	TBD		TBD

During the course of our assessment, we identified five overarching risk categories with potential City-wide impact:

- **Policies and Procedures** – While policies are in place and provide coverage of audit areas, City-wide standards do not exist or are not followed for creating, maintaining, and updating department-specific policies and procedures.
- **Training** – While training programs exist for all departments, current training for some levels of management may not be adequate to ensure roles, responsibilities, and required skillsets are clearly defined, communicated, and understood.
- **Communication** – Standardized and consistent top-down current communication mechanisms may not exist or may not be adequate to ensure consistent application of City policies and procedures and clear delineation of responsibilities.
- **Staffing** – Staff size, compensation, or expertise may not be adequate to support departmental goals.
- **Data Integrity** – Inaccurate data inputs and limited use of ERP and other City information system capabilities could result in process inefficiencies and inaccurate data output.

Section Two

Risk Assessments for Key Areas Identified

Finance

Accounting and Finance

Accounting and Finance includes the systems and processes that manage, monitor, and report on the financial activities of the City. The accounting department is responsible for the following functions managed within the accounting system: accounts payable, accounts receivable, general ledger accounting, and fixed assets accounting. The Finance department is responsible for creating and maintaining the City budget, as well as managing and monitoring payroll for the City. The accounting and finance function has not yet been audited since the City's inception in 2019. Additionally, the department has experienced a fair amount of staff turnover. The Finance Director, Accounting Manager, and the Accounting Specialist are responsible for the oversight of the accounting and finance function.

Business Objectives

- Ensure transaction and financial statement conformity with GAAP in accordance with the GASB
- Provide efficient and accurate tracking of resource inflows and outflows to support the City's strategy and budget process
- Ensure the accurate categorization and valuation of assets and liabilities
- Identify opportunities for expense reduction and improved financial statement position
- Provide efficient and collaborative development of City and department budgets
- Ensure that budgets are accurately tracked and consistently monitored
- Communicate and report ongoing budget statuses to appropriate parties
- Ensure payroll and payroll tax data is recorded, maintained, and distributed accurately and timely
- Ensure terminated employees are promptly deactivated within the payroll system
- Protect the confidentiality of employee personal information

Potential Significant Risks

- Policies and procedures are not in place or are not followed to ensure proper recording of transactions and proper financial statement preparation
- Staff turnover in key accounting and finance functions results in process efficiency and data integrity risks due to lack of adequate training/experience
- Internal controls are not sufficient and/or not sufficiently monitored to identify inaccuracies/fraud
- Lack of continuous collaboration with other departments results in inappropriate or impracticable budgets
- Inconsistent enforcement of budget from management results in overspending
- Insufficient procedure documentation results in process inefficiencies or compliance risks
- Lack of interdepartmental communication results in improper salary data for new hires, promotions, and transfers
- Untimely deactivation of terminated employees within the payroll system results in unauthorized payroll distributions to former employees
- Inaccurate data inputs result in inaccurate payroll distributions
- Timekeeping system data is inaccurate due to improper time entry or lack of proper timecard approvals
- Unapproved communication methods result in security breaches of employee confidential information

Finance

Accounting and Finance, *continued*

Risk Assessment Results

Through inquiries with the City’s management, review of financial information, review of existing policies and procedures, review of the City’s most recent strategic plan, and experience gained in prior audits, the following scores and ratings were assigned:

Inherent Risk	
Financial	High
Operational	High
Legal/Regulatory/Compliance	Moderate High
Strategic	Moderate
Information Technology / Systems	Moderate High
Fraud	Moderate High
Reputation	Low

Control Effectiveness	
Policies and Procedures	Weak
Management	Adequate
Staff	Adequate
Prior Audit Date	Ineffective
Prior Audit Rating	Ineffective
Outstanding Issues	Strong

Inherent Risk	High
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Control Effectiveness	Weak
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Residual Risk	High
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Finance

Contract and Procurement Services

Procurement services is responsible for the drafting, issuing, negotiating, and tracking of the City's cost contracts and no-cost contracts. The procurement division is responsible for the acquisition of all City goods and services in accordance with the City procurement code. The department has not been audited since the City's inception in 2019. The City has just updated its purchasing policy that outlines the requirements for solicitations and purchasing thresholds. The Director of Finance and Procurement Manager are responsible for the oversight of contract and procurement services.

Business Objectives

- Negotiate favorable contract terms and monitor contract commitments for all goods/services procured
- Acquire goods/services in accordance with the City procurement code

Potential Significant Risks

- Formal policies and procedures are not in place to ensure proper approval thresholds/authorization levels
- Inefficient authorization/procurement processes result in unnecessary delays and additional expense
- Lack of formal disciplinary processes results in continued breach of City policies
- City is not in a position to adhere to latest State model codes for procurement

Finance

Contract and Procurement Services, *continued*

Risk Assessment Results

Through inquiries with the City’s management, review of financial information, review of existing policies and procedures, review of the City’s most recent strategic plan, and experience gained in prior audits, the following scores and ratings were assigned:

Inherent Risk	
Financial	High
Operational	High
Legal/Regulatory/Compliance	Moderate High
Strategic	Moderate High
Information Technology / Systems	Moderate High
Fraud	Moderate High
Reputation	Moderate

Control Effectiveness	
Policies and Procedures	Good
Management	Good
Staff	Adequate
Prior Audit Date	Ineffective
Prior Audit Rating	Ineffective
Outstanding Issues	Good

Inherent Risk	Moderate High
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Control Effectiveness	Good
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Residual Risk	Moderate
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Finance

Grants and Capital Projects

The City receives Grants for certain expenditures and capital improvements. The City also utilizes special purpose local option sales tax ("SPLOST") for certain capital outlay projects proposed by the county government and certain qualified participating municipal governments. This area was last audited within the past the past year due to suspected fraud, and misappropriation of funds was uncovered. The City Manager, Deputy City Manager, Economic Development Director, and finance department are responsible for the oversight of grants and capital projects.

Business Objectives

- Monitor relevant legislation to ensure City compliance with applicable program regulations
- Ensure funding and grant monies are spent appropriately and efficiently

Potential Significant Risks

- Insufficient and/or ineffective communication of program requirements results in non-compliance
- Inaccurate tracking of spending results in non-compliance and revocation/reduction of future funding

Finance

Grants and Capital Projects, *continued*

Risk Assessment Results

Through inquiries with the City’s management, review of financial information, review of existing policies and procedures, review of the City’s most recent strategic plan, and experience gained in prior audits, the following scores and ratings were assigned:

Inherent Risk	
Financial	High
Operational	High
Legal/Regulatory/Compliance	High
Strategic	High
Information Technology / Systems	High
Fraud	High
Reputation	High

Control Effectiveness	
Policies and Procedures	Weak
Management	Weak
Staff	Ineffective
Prior Audit Date	Strong
Prior Audit Rating	Weak
Outstanding Issues	Adequate

Inherent Risk	High
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Control Effectiveness	Weak
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Residual Risk	High
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Finance

Procurement Cards

The purchasing policy manual outlines the relevant requirements and purchasing thresholds for employee P-cards. There was an external audit performed in April 2021 and noted several areas of non-compliance with City policy, including missing receipts, alcohol purchases, gasoline purchases, and missing general ledger transactions. The City Manager, Deputy City Manager, and finance department are responsible for the oversight of procurement cards.

Business Objectives

- Ensure P-card compliance with City purchasing policy manual
- Ensure adequate documentation is retained for all P-card purchases
- Ensure complete and accurate recording of all P-card transactions within the general ledger

Potential Significant Risks

- Insufficient policies and procedures result in inappropriate or illegal use of P-cards
- Insufficient receipts for P-card purchases result in fraudulent and/or noncompliant P-card usage
- P-card purchases are not completely and/or accurately recorded within the general ledger leading to misstatement of financials

Finance

Procurement Cards, *continued*

Risk Assessment Results

Through inquiries with the City’s management, review of financial information, review of existing policies and procedures, review of the City’s most recent strategic plan, and experience gained in prior audits, the following scores and ratings were assigned:

Inherent Risk	
Financial	High
Operational	High
Legal/Regulatory/Compliance	Moderate
Strategic	Moderate
Information Technology / Systems	Moderate High
Fraud	Moderate High
Reputation	Moderate

Control Effectiveness	
Policies and Procedures	Weak
Management	Weak
Staff	Weak
Prior Audit Date	Strong
Prior Audit Rating	Weak
Outstanding Issues	Adequate

Inherent Risk	Moderate High
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Control Effectiveness	Adequate
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Residual Risk	Moderate High
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Operations

Information Technology

The information technology department is responsible for the administration of the various technology systems that are utilized by the City. Additionally, the IT department manages the City's Geographic Information Systems (GIS), which provides access to online maps, applications, and data about the City and its services. The IT department has not been audited and has seen significant turnover since the City's inception in 2019. The IT Manager is responsible for the oversight of the IT department.

Business Objectives

- Ensure the security and data integrity of the City's technology systems
- Provide timely fulfillment of report/data analysis requests for other departments
- Manage and maintain the City's GIS application

Potential Significant Risks

- Insufficient staff expertise results in improper/inadequate maintenance of the City's technology systems
- Inefficient communication methods result in inaccurate and/or untimely fulfillment of data delivery requests

Operations

Information Technology, *continued*

Risk Assessment Results

Through inquiries with the City’s management, review of financial information, review of existing policies and procedures, review of the City’s most recent strategic plan, and experience gained in prior audits, the following scores and ratings were assigned:

Inherent Risk	
Financial	Moderate High
Operational	Moderate High
Legal/Regulatory/Compliance	Low
Strategic	Moderate
Information Technology / Systems	High
Fraud	Low
Reputation	Low

Control Effectiveness	
Policies and Procedures	Adequate
Management	Adequate
Staff	Weak
Prior Audit Date	Ineffective
Prior Audit Rating	Ineffective
Outstanding Issues	Strong

Inherent Risk	Moderate
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Control Effectiveness	Weak
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Residual Risk	Moderate
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Operations

Communications

The Communications department is responsible for cultivating and managing the City's image and transparency. Through various media, the department promotes and informs the public on City activities, council and board meetings, resolutions, ordinances, the City budget, and other pertinent information. This department also provides strategic counsel on speeches and correspondence delivered by the mayor and provides internal and external communications for the City. Additionally, the department creates marketing material and annual reports so that citizens are informed and educated on the administration's tasks and accomplishments. The communications department's staff is available for media assistance and coverage of City news stories. The department has not been audited and lacks formal policies, procedures, and brand guidelines. The Communications Director is responsible for the oversight of the communications department.

Business Objectives

- Cultivate and manage the city's image and transparency
- Inform the public on City activities, meetings, reports, and other pertinent information
- Assist the City with news story coverage

Potential Significant Risks

- Insufficient staff expertise leads to unclear and/or inaccurate communication of City activities/information
- Inconsistent communication procedures/guidelines lead to an unfavorable reputation for the City

Operations

Communications, *continued*

Risk Assessment Results

Through inquiries with the City’s management, review of financial information, review of existing policies and procedures, review of the City’s most recent strategic plan, and experience gained in prior audits, the following scores and ratings were assigned:

Inherent Risk	
Financial	Low
Operational	Moderate High
Legal/Regulatory/Compliance	Low
Strategic	Moderate
Information Technology / Systems	Moderate Low
Fraud	Low
Reputation	High

Control Effectiveness	
Policies and Procedures	Weak
Management	Adequate
Staff	Adequate
Prior Audit Date	Ineffective
Prior Audit Rating	Ineffective
Outstanding Issues	Strong

Inherent Risk	Moderate Low
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Control Effectiveness	Adequate
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Residual Risk	Moderate Low
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Operations

Strategic and Infrastructure Planning

Strategic Planning and Infrastructure Planning is a requirement for local governments called for by the Georgia Planning Act of 1989 and the Charter of the City of Stonecrest. These plans set forth the comprehensive development goals, policies and objectives for both the entire City and for individual geographic areas and communities within the City; and conforms with such development goals, objectives, and policies. The most recent Comprehensive Development Plan was completed in July 2019 and has not been formally audited. All departments within the City are responsible for the oversight of the Strategic and Infrastructure Planning function.

Business Objectives

- Establish short and long-term goals and objectives for the City
- Establish the baseline for needs and opportunities for the community
- Develop a plan for attracting new residents and improving the quality of life for current residents

Potential Significant Risks

- The individuals responsible for the creation of the strategic and infrastructure plans do not have the adequate knowledge/experience to develop a realistic strategy
- Insufficient monitoring of the plan results in delays and/or gaps in progress
- A lack of community involvement results in a strategic plan that does not align with the City's needs and desires

Operations

Strategic and Infrastructure Planning, *continued*

Risk Assessment Results

Through inquiries with the City’s management, review of financial information, review of existing policies and procedures, review of the City’s most recent strategic plan, and experience gained in prior audits, the following scores and ratings were assigned:

Inherent Risk	
Financial	Moderate Low
Operational	High
Legal/Regulatory/Compliance	Moderate High
Strategic	High
Information Technology / Systems	Moderate Low
Fraud	Low
Reputation	High

Control Effectiveness	
Policies and Procedures	Good
Management	Adequate
Staff	Adequate
Prior Audit Date	Ineffective
Prior Audit Rating	Ineffective
Outstanding Issues	Good

Inherent Risk	Moderate High
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Control Effectiveness	Adequate
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Residual Risk	Moderate High
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Departmental Areas

Economic Development

The Economic Development department is responsible for facilitating growth and business development within the City. The City has various property options currently available for purchase or lease. The area has not been audited since the City's inception in 2019 and currently has only one employee. The Economic Development Director is responsible for the oversight of the City's Economic Development department.

Business Objectives

- Identify potential opportunities for economic growth within the City
- Collaborate with potential tenants and business partners to determine appropriate paths forward

Potential Significant Risks

- The City does not have an accurate inventory of available properties to facilitate economic growth
- The department does not collaborate with the community to determine the appropriate businesses/partnerships that are mutually beneficial to the City and its residents

Departmental Areas

Economic Development, *continued*

Risk Assessment Results

Through inquiries with the City’s management, review of financial information, review of existing policies and procedures, review of the City’s most recent strategic plan, and experience gained in prior audits, the following scores and ratings were assigned:

Inherent Risk	
Financial	High
Operational	High
Legal/Regulatory/Compliance	Moderate High
Strategic	High
Information Technology / Systems	Moderate Low
Fraud	Moderate High
Reputation	Moderate High

Control Effectiveness	
Policies and Procedures	Adequate
Management	Strong
Staff	Adequate
Prior Audit Date	Ineffective
Prior Audit Rating	Ineffective
Outstanding Issues	Good

Inherent Risk	Moderate High
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Control Effectiveness	Good
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Residual Risk	Moderate
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Departmental Areas

City Engineering

The City Engineering department is responsible for addressing and responding to complaints from the community regarding public works issues (i.e., road damage, drainage issues, potholes, etc.). The department receives certain funding from the Georgia Department of Transportation, which requires detailed monitoring and reporting on the use of these funds. The department has not been audited since the City's inception in 2019 and staffing has remained adequate. The City Engineer is responsible for the oversight of the City's Engineering department.

Business Objectives

- Ensure a safe and effective public works function for the City
- Facilitate communication and complaints from the community to the County's public works team

Potential Significant Risks

- Insufficient funding results in inability to address public works issues
- Untimely communication/response from the County results in delayed resolution of public works issues

Departmental Areas

City Engineering, *continued*

Risk Assessment Results

Through inquiries with the City’s management, review of financial information, review of existing policies and procedures, review of the City’s most recent strategic plan, and experience gained in prior audits, the following scores and ratings were assigned:

Inherent Risk	
Financial	Moderate High
Operational	Moderate High
Legal/Regulatory/Compliance	Moderate High
Strategic	Moderate High
Information Technology / Systems	Moderate Low
Fraud	Low
Reputation	Low

Control Effectiveness	
Policies and Procedures	Adequate
Management	Good
Staff	Adequate
Prior Audit Date	Ineffective
Prior Audit Rating	Ineffective
Outstanding Issues	Adequate

Inherent Risk	Moderate
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Control Effectiveness	Weak
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Residual Risk	Moderate
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Departmental Areas

Planning and Zoning

The Planning and Zoning Department implements the Comprehensive Plan and the Zoning Ordinance. The Comprehensive Plan sets the vision, mission, policies, and goals for the City. It is the guide that current and future administrations will use for the future development and growth of Stonecrest. The Zoning Ordinance ensures that building and land development projects are compliant with applicable laws and regulations. The department has not been audited since the City's inception in 2019 and staffing remains sufficient. The Planning and Zoning Director is responsible for the oversight of the City's Engineering department.

Business Objectives

- Answer inquiries regarding zoning, special uses, buffers and development plans
- Review plans for compliance with zoning, the Zoning Ordinance, and subdivision regulations
- Review and administer zoning and land development variance applications
- Prepare zoning certifications and correspondences
- Review applications for special event permits

Potential Significant Risks

- Insufficient monitoring of the Comprehensive Plan results in delays and/or gaps in progress
- Inadequate zoning oversight results in noncompliant building and/or land development projects

Departmental Areas

Planning and Zoning, *continued*

Risk Assessment Results

Through inquiries with the City’s management, review of financial information, review of existing policies and procedures, review of the City’s most recent strategic plan, and experience gained in prior audits, the following scores and ratings were assigned:

Inherent Risk	
Financial	Moderate Low
Operational	Moderate High
Legal/Regulatory/Compliance	High
Strategic	Moderate
Information Technology / Systems	Moderate Low
Fraud	Low
Reputation	Moderate High

Control Effectiveness	
Policies and Procedures	Good
Management	Good
Staff	Adequate
Prior Audit Date	Ineffective
Prior Audit Rating	Ineffective
Outstanding Issues	Adequate

Inherent Risk	Moderate
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Control Effectiveness	Adequate
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Residual Risk	Moderate
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Departmental Areas

Code Enforcement

Code Enforcement is responsible for enforcing codes which address health and safety issues, including regulations related to rubbish, debris, attractive nuisances, removal of vegetation, zoning and inoperable vehicles on private property. The department utilizes voluntary compliance through various outreach methods, liaison opportunities, clearly defined code standards, and appropriate enforcement actions, both proactively and in response to citizen requests. The department has not been audited since the City's inception in 2019 and requires additional staff to effectively accomplish business objectives. The Code Enforcement Director is responsible for the oversight of the Code Enforcement department.

Business Objectives

Respond to complaints and violations of the following areas to help to improve and stabilize neighborhoods, protect property values and promote a healthier and safer environment:

- Improperly parked, unlicensed, and inoperable vehicles on private property
- Recreational or specialized vehicles within residential districts
- Zoning issues
- Weed abatement
- Health and safety issues
- Noise complaints on general or landscape contractors
- Property maintenance related to overgrown plants, outside storage, and trash and debris.

Potential Significant Risks

- The City suffers from reputational damage due to violations of code ordinances, which impacts economic development and resident satisfaction
- Inadequate/untimely response to code violations results in potential health and safety issues

Departmental Areas

Code Enforcement, *continued*

Risk Assessment Results

Through inquiries with the City’s management, review of financial information, review of existing policies and procedures, review of the City’s most recent strategic plan, and experience gained in prior audits, the following scores and ratings were assigned:

Inherent Risk	
Financial	Moderate Low
Operational	Moderate High
Legal/Regulatory/Compliance	High
Strategic	Moderate
Information Technology / Systems	Moderate High
Fraud	Moderate
Reputation	Moderate High

Control Effectiveness	
Policies and Procedures	Good
Management	Good
Staff	Good
Prior Audit Date	Ineffective
Prior Audit Rating	Ineffective
Outstanding Issues	Weak

Inherent Risk	Moderate
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Control Effectiveness	Adequate
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Residual Risk	Moderate
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Departmental Areas

Permitting and Inspection

The Building and Permitting Division (i.e., Permitting and Inspection) is responsible for the administration and enforcement of the Georgia State minimum standard code and related procedures for permitting and inspections of buildings within the City. Additionally, the Planning Commission reviews and approves site plans such as new development, redevelopment, and final plat to ensure they comply with all federal, state, and local regulations. The department also conducts development inspections, conducts pre-construction meetings, and final site inspections. The department has not been audited since the City's inception in 2019 and policies and procedures require significant update. The Chief Building Official is responsible for the oversight of the Permitting and Inspection Division.

Business Objectives

- Ensure both residential and commercial buildings adhere to the state's minimum standard code
- Validate that development projects comply with all federal, state, and local regulations

Potential Significant Risks

- Inadequate staff expertise results in undetected code violations
- Insufficient economic development results in reduced permit revenue for the City
- Insufficient staffing results in delayed permit issuance and/or inspections for development projects

Departmental Areas

Permitting and Inspection, *continued*

Risk Assessment Results

Through inquiries with the City’s management, review of financial information, review of existing policies and procedures, review of the City’s most recent strategic plan, and experience gained in prior audits, the following scores and ratings were assigned:

Inherent Risk	
Financial	Moderate Low
Operational	Moderate Low
Legal/Regulatory/Compliance	Moderate High
Strategic	Moderate
Information Technology / Systems	Moderate Low
Fraud	Low
Reputation	Low

Control Effectiveness	
Policies and Procedures	Weak
Management	Good
Staff	Strong
Prior Audit Date	Ineffective
Prior Audit Rating	Ineffective
Outstanding Issues	Adequate

Inherent Risk	Moderate Low
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Control Effectiveness	Adequate
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Residual Risk	Moderate Low
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Departmental Areas

Parks and Recreation

Parks and Recreation’s mission is to provide the quality parks, programs, services, and experiences that energize visitors and create life-long users and advocates. The City provides and promotes safe, healthy, and enriching recreational and educational opportunities that promote stewardship of Stonecrest’s natural and cultural heritage. The City acquired eight parks and more than 300 acres from the County and has two additional properties of 70 acres that will eventually become parks. The department has not been audited since the City’s inception in 2019 and requires additional staff to efficiently and effectively achieve its business objectives. The Parks and Recreation Director is responsible for the oversight of the Parks and Recreation department.

Business Objectives

- Ensure parks are adequately maintained to ensure safe and enjoyable outdoor activities for residents
- Expand opportunities for community events, recreation programs, and services
- Improve quality, functionality, and accessibility of existing facilities and amenities

Potential Significant Risks

- Insufficient funding results in an inability to achieve the department’s master plan
- Insufficient staffing leads to delayed projects and/or safety concerns
- Inadequate/inefficient communication mechanisms with residents result in delayed identification of parks and recreation issues and/or improvement opportunities

Departmental Areas

Parks and Recreation, *continued*

Risk Assessment Results

Through inquiries with the City’s management, review of financial information, review of existing policies and procedures, review of the City’s most recent strategic plan, and experience gained in prior audits, the following scores and ratings were assigned:

Inherent Risk	
Financial	Moderate High
Operational	Moderate High
Legal/Regulatory/Compliance	Moderate
Strategic	Low
Information Technology / Systems	Moderate Low
Fraud	Low
Reputation	Low

Control Effectiveness	
Policies and Procedures	Strong
Management	Good
Staff	Adequate
Prior Audit Date	Ineffective
Prior Audit Rating	Ineffective
Outstanding Issues	Weak

Inherent Risk	Moderate Low
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Control Effectiveness	Adequate
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Residual Risk	Moderate Low
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Departmental Areas

Clerk's Office

The department's primary responsibility is to maintain permanent records for the City of Stonecrest including all minutes of the City Council, ordinances and resolutions adopted by Council and contracts for the City. The Clerk attends Council meetings, transcribes minutes and prepares them for permanent record, as well as providing administrative support to the Mayor, City Council, and the City Manager's Office. In addition, the Clerk is responsible for giving proper notice of Council meetings, assisting with agenda preparation, certifying documents, and codifying the City Code. The Clerk's Office has not been audited since the City's inception in 2019 and has experienced challenges with fulfilling open records requests made by the public. The City Clerk and Deputy City Clerk are responsible for the oversight of the Clerk's Office.

Business Objectives

- Ensure sufficient documentation of critical City meetings and events
- Fulfill open records requests made by the public
- Assist with planning and preparation for City meetings and events

Potential Significant Risks

- Inadequate staff expertise results in untimely and/or insufficient meeting minutes or agendas for critical City meetings/events
- Open records requests are not fulfilled in a timely manner due to inadequate staffing
- Disorganization of City records and documents results in noncompliance with state and local regulations

Departmental Areas

Clerk’s Office, *continued*

Risk Assessment Results

Through inquiries with the City’s management, review of financial information, review of existing policies and procedures, review of the City’s most recent strategic plan, and experience gained in prior audits, the following scores and ratings were assigned:

Inherent Risk	
Financial	Moderate Low
Operational	Moderate Low
Legal/Regulatory/Compliance	Moderate High
Strategic	Low
Information Technology / Systems	Moderate Low
Fraud	Low
Reputation	Low

Control Effectiveness	
Policies and Procedures	Weak
Management	Good
Staff	Weak
Prior Audit Date	Ineffective
Prior Audit Rating	Ineffective
Outstanding Issues	Good

Inherent Risk	Moderate Low
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Control Effectiveness	Ineffective
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Residual Risk	Moderate Low
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Departmental Areas

Police Department – TBD

The City does not currently have a dedicated police department. However, the City Council recently approved the purchase of a building for use as the City’s police headquarters and public safety center. The City plans to move forward with a dedicated police force, but currently utilizes the DeKalb County Police Department.

Business Objectives

- TBD

Potential Significant Risks

- TBD

Risk Assessment Results

Risk ratings have not yet been determined due to the in-progress state of the creation of the City’s police department.

Appendix A:

Internal Audit Plan and Schedule

Proposed Internal Audit Plan and Schedule (Three-Year)

Audit Areas	Residual Risk	Recommended Audit Frequency	Date of Last Audit	FY 2022 Audit Plan	FY 2023 Audit Plan	FY 2024 Audit Plan
Finance						
Accounting and Finance	High	Every 12 Months	Never	✓	✓	✓
Procurement and Vendor Management	Moderate	18 - 24 Months	Never		✓	
Grants and Capital Projects	High	Every 12 Months	4/11/2021	✓	✓	✓
Procurement Cards	Moderate High	12-18 Months	5/5/2021	✓		✓
Operations						
Information Technology	Moderate	18 - 24 Months	Never			✓
Communications	Moderate Low	24 - 36 Months	Never			✓
Strategic and Infrastructure Planning	Moderate High	12-18 Months	Never		✓	
Departmental Areas						
Economic Development	Moderate	18 - 24 Months	Never		✓	
City Engineering	Moderate	18 - 24 Months	Never			✓
Planning and Zoning	Moderate	18 - 24 Months	Never		✓	
Code Enforcement	Moderate	18 - 24 Months	Never		✓	
Permitting and Inspection	Moderate Low	24 - 36 Months	Never	✓		
Parks and Recreation	Moderate Low	24 - 36 Months	Never	✓		
Clerk's Office	Moderate Low	24 - 36 Months	Never	✓		
Police Department	N/A	TBD	Never			✓