

## MINUTES

Legacy Decatur Board

December 10, 2020

The regularly scheduled board meeting of the Legacy Decatur Board was called to order by Chair Tony Powers. Board members attending the meeting in addition to the chair included: Andrea Arnold, Mark Arnold, Mark Ethun, Ed Bowen, Patti Garrett, Allen Mast, Peggy Merriss, Paul Mitchell and Brian Smith.

The minutes from the November 9, 2020 called meeting were presented for review. Ed Bowen presented a motion to accept the minutes as submitted. Andrea Arnold seconded the motion and it was approved by unanimous consent.

Adam Pinsley and Conor McNally representing the LPARC (Legacy Park Athletic and Recreation Coalition) made a presentation to the board on their work on the development of a proposed competition track at Decatur Legacy Park. They introduced the members of their committee and gave an overview of the vision and mission of their group. The presentation included an update on the design and costing process they followed to create a design concept for a track and supporting facilities and the estimated cost for construction which was \$3.9 million. There were questions from the board and discussions related to next steps and the need to update construction numbers. The presentation will be uploaded to the Legacy Decatur website.

Lyn Menne asked if there were any questions related to the notes, committee assignments and meeting dates that represented a summary of the annual retreat. The documents will be uploaded to the website for public access.

The operating budget for Legacy Decatur's 2021 fiscal year (January 1, 2021 – December 31, 2021) was presented for discussion. The Finance Committee reviewed the document and edits and recommendations have been incorporated. The budget provides an operating framework for revenues and expenditures for the coming year. The board reviewed various revenue and expenditure estimates. Ed Bowen presented a motion to approve the budget as presented. Brian Smith seconded the motion and it was approved by unanimous consent.

There was a brief update on ongoing activities at Decatur Legacy Park.

Meredith Struby, vice chair of the board, requested that the board adjourn into executive session for the purpose of discussing personnel matters. Peggy Merriss presented a motion to adjourn to executive session for the purpose of discussing personnel issues. The motion was seconded by Andrea Arnold and approved by unanimous consent.

MINUTES  
Legacy Decatur  
Executive Session  
December 10, 2020  
Via Video Teleconference

On a motion by Peggy Merriss, second by Andrea Arnold; and, Chair Tony Powers; Board Members Mark Arnold, Ed Bowen, Mark Ethun, Patti Garrett, Allen Mast, Paul Mitchell, Brian Smith, and Meredith Struby voting “aye”, the Board entered into an executive session for the purpose of considering personnel matters.

PRESENT: Chair Powers; Board Members A. Arnold, M. Arnold, Bowen, Ethun, Garrett, Mast, Merriss, Mitchell, Struby and Smith.

On a motion by Board Member A. Arnold, second by Board Member Bowen; and, Chair Powers; Board Members Mark Arnold, Mark Ethun, Patti Garrett, Allen Mast, Peggy Merriss, Paul Mitchell, Brian Smith and Meredith Struby voting “aye”, the Board adjourned from Executive Session for the purpose of discussing personnel matters. And, the Board authorized that the Board, in a regular meeting, to adopt a resolution: confirming that the subject matter of the executive session was within exceptions permitted by the open meetings law; and, ratifying the actions taken; and, authorizing and directing the Chair to execute an affidavit in compliance with O.C.G.A. §50-14-4.

Note: As required by O.C.G.A. § 50-14-4(b), a properly executed affidavit is attached to these minutes as part of the permanent record.

MINUTES

Legacy Decatur

Called Meeting

January 5, 2021

The called meeting of the Legacy Decatur Board was called to order by the chair Tony Powers. The meeting was held virtually. Members present: Andrea Arnold, Mark Arnold, Ed Bowen, Mark Ethun, Patti Garrett, Peggy Merriss, Tony Powers, Brian Smith, Meredith Struby.

On a motion by Meredith Struby, second by Ed Bowen, and all voting aye, the board approved appointing Lyn Menne as executive director effective January 6, 2021 and tabled approval of an employment agreement until the next board meeting on January 28.

There no additional business and the meeting was adjourned by unanimous consent.

**EMPLOYMENT AGREEMENT FOR PROFESSIONAL SERVICES  
OF EXECUTIVE DIRECTOR FOR DECATUR LEGACY PROJECT, INC.**

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is entered into this \_\_\_\_\_ day of January, 2021 by and between Decatur Legacy Project, Inc. ("Legacy Decatur") for the professional services of Evelyn Menne, an individual who the Board of Directors of Legacy Decatur ("the Legacy Decatur Board") intends to appoint as Executive Director ("Executive Director"). In consideration of the mutual covenants stated herein, the parties hereby agree as follows:

**SECTION I. APPOINTMENT AND EFFECTIVE DATE**

Pursuant to Section 5.08 of the Bylaws of Legacy Decatur, the Legacy Decatur Board intends to hire an Executive Director. This Agreement shall become effective at 8:30 am on January 6, 2021 ("Effective Date"), if signed on or before that date by all parties to this Agreement, and all powers, duties, and rights of the Executive Director under the Agreement shall be deemed to be in effect beginning on the Effective Date.

**SECTION 2. EXECUTIVE DIRECTOR'S DUTIES**

The Executive Director shall exercise the responsibilities required by Legacy Decatur, which includes at least those responsibilities outlined in Appendix A, including the duty to carry out Legacy Decatur's lawful policy directives, goals, and objectives, as communicated to the Executive Director by the Legacy Decatur Board, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions. The Executive Director shall carry out these duties in accordance with this Agreement. The Executive Director shall be the chief executive officer of Legacy Decatur and faithfully perform the Executive Director's lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful governing body directives, state, local, and federal laws, and Legacy Decatur's policies and rules as they exist or may hereafter be amended.

Except as may be provided otherwise by applicable law, regulation, or Legacy Decatur's agreement with any other person, the Executive Director shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of any other employees of Legacy Decatur consistent with the policies of the governing body and the by-laws and charter of Legacy Decatur, which authority may be delegated by the Executive Director to such other employees as the Executive Director deems appropriate.

Except as may be provided otherwise by applicable law, regulation, or Legacy Decatur's agreement with any other person, the Executive Director shall have the authority to establish internal regulations, rules and procedures which the Executive Director deems necessary for the efficient and effective operation of Legacy Decatur.

The Executive Director shall attend and be permitted to attend, whether personally or through a designee of the Executive Director's choosing, all meetings of the Legacy Decatur Board, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or the Executive Director's evaluation, unless otherwise provided by applicable law, regulation, or Legacy Decatur's agreement with any other person.

### **SECTION 3. ANNUAL PERFORMANCE EVALUATION**

The Legacy Decatur Board shall annually review the performance of the Executive Director in November.

The annual evaluation process, at a minimum, must include the opportunity for both parties to:

conduct a formulary session where the Legacy Decatur Board and the Executive Director meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period,

following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year,

next meet and discuss the written evaluation of these goals and objectives, and

present a written summary of the evaluation results to the Executive Director. The final written evaluation should be completed and delivered to the Executive Director within 30 days of the initial formulary evaluation meeting.

Unless the Executive Director expressly requests otherwise in writing, the evaluation of the Executive Director shall at all times be conducted in executive session of the Legacy Decatur Board and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit Legacy Decatur or the Executive Director from sharing the content of the Executive Director's evaluation with their respective legal counsel.

In the event Legacy Decatur deems the evaluation instrument, format and/or procedure is to be modified by Legacy Decatur and such modifications would require new or different performance expectations, then the Executive Director shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

### **SECTION 4. TERM**

The term of this Agreement shall begin on the Effective Date and continue through a period not to exceed December 31, 2023, unless extended in writing by Legacy Decatur.

### **SECTION 5. TERMINATION AND RESIGNATION**

This Agreement may be terminated as follows:

1. Mutual agreement. The Parties may terminate this agreement by mutual written agreement at any time.
2. Resignation of the Executive Director. The Executive Director may, at her option, and by a minimum of thirty (30) days' written notice to the Legacy Decatur Board, resign by unilaterally terminating this Agreement during its Term. This Paragraph does not apply in the event the parties mutually agree to end this contract under Section 5(1) above, or to termination for incapacity under Paragraph 5(6) below.
3. Nonrenewal at end of employment term: This Agreement will terminate if it is not renewed by the Legacy Decatur Board before December 31, 2023.

4. Dismissal for no cause: The Legacy Decatur Board may terminate this Agreement at any time for any reason or no reason by giving the Executive Director thirty (30) days' written notice and paying the Executive Director's salary and benefits during the notice period.
5. Dismissal for cause: The Legacy Decatur Board may terminate the Executive Director for cause. For purposes of this agreement, "Cause" shall mean conduct reasonably determined by the Legacy Decatur Board to be contrary to the best interest of Legacy Decatur, including, without limitation: (a) negligence or willful material malfeasance by the Executive Director in the performance of her duties; (b) conduct by the Executive Director detrimental to the interests of Legacy Decatur; (c) actions or omissions by the Executive Director that are undertaken or omitted knowingly and are criminal or fraudulent or involve dishonesty or moral turpitude; (d) any material breach of this Agreement, (e) Executive Director's embezzlement of funds or misappropriation of other material property of Legacy Decatur or any subsidiary or affiliate thereof; or (f) Executive Director's refusal to follow the lawful directives of the Legacy Decatur Board. In the event the Executive Director is terminated for "Cause", the Executive Director's employment shall cease immediately, and she shall not be entitled to any further compensation or benefits.
6. Incapacitation of the Executive Director: Should the Executive Director become unable to perform the duties and obligations under this Agreement by reason of illness, accident or other cause for a period of 180 consecutive days or more, the Legacy Decatur Board may terminate this Agreement.

#### **SECTION 6. PART TIME EMPLOYMENT**

During the term of this Agreement, the Executive Director is expected to work an average of 20 hours per week for Legacy Decatur. The Executive Director shall be diligent in the performance of her duties at all times and shall be reasonably available to the Legacy Decatur Board.

The Executive Director shall comply with Legacy Decatur Board's practices on procurement, conduct, and reimbursement for expenses incurred and all other financial policies duly adopted by the Legacy Decatur Board.

Nothing herein shall require the Executive Director to keep specific office hours or to be physically present in all instances at Legacy Decatur offices or facilities. It is anticipated, however, that the Executive Director will generally be present at Legacy Decatur offices or facilities or will perform her duties through virtual electronic means during business hours each week as necessary to complete her duties and as directed by the Legacy Decatur Board, including being available to participate in regularly scheduled Legacy Decatur Board meeting.

During the term of this Agreement, the Executive Director shall not, without the Legacy Decatur Board's prior written consent, render services to any other entity or individual for compensation or engage in any other activity, whether or not for compensation, that would reflect negatively upon Legacy Decatur or materially interfere with the Executive Director's performance of her obligations under this Agreement.

#### **SECTION 7. COMPENSATION AND ALLOWANCES**

- A. Base Compensation. The base compensation for the Executive Director shall be \$38,400 for the period through December 31, 2021. Consideration shall be given on an annual basis to an

increase in compensation. At any time during the term of the Agreement, Legacy Decatur may, in its discretion, review and adjust the salary of the Executive Director, but in no event shall the Executive Director be paid less than the salary set forth above except by mutual written agreement between Legacy Decatur and the Executive Director. Such adjustments, if any, shall be made pursuant to an action by the Legacy Decatur Board. In such event, Legacy Decatur and the Executive Director agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

- B. Car Allowance. Recognizing that there may be a need to use her personal vehicle for Legacy Decatur business, the Executive Director shall be reimbursed for the use of her personal vehicle in the performance of Legacy Decatur business at the rate of \$.575 for all actual mileage for travel beyond 20 miles from either Legacy Decatur's business office or her personal residence.
- C. Payments. The Executive Director's compensation shall be subject to the ordinary and customary withholdings. Payment of compensation shall be made bi-weekly via direct deposit.

#### **SECTION 8. BENEFITS**

- A. Remote Work. In recognition that the Executive Director's job responsibilities require her to perform some of her duties remotely, Legacy Decatur will provide reimbursement of up to \$200 per year for a laptop for the Executive Director. For performing work remotely, the Executive Director will provide her own printer and Internet access at no expense to Legacy Decatur.
- B. Mobile Phone. Legacy Decatur will reimburse the Executive Director up to \$40 per month for expenses related to a mobile phone for business use during the term of the Agreement.
- C. Employee Benefits. The only employee benefits that the Executive Director shall be eligible for are workers' compensation and liability coverages as well as any approved holidays by the City of Decatur. Upon request, Legacy Decatur will provide the Executive Director with evidence of coverage under workers' compensation, and general and professional liability insurance coverages prior to the Effective Date. The Executive Director declines and waives participation in any other employee benefits, including but not limited to, health insurance coverage and retirement benefits.
- D. Paid Time Off. During the time of the Agreement, the Executive Director shall be credited with 40 hours of accrued paid time off ("PTO") on January 1<sup>st</sup> of each year which shall not accrue past December 31<sup>st</sup> of any year.

#### **SECTION 9. TAX TREATMENT OF COMPENSATION**

The Executive Director acknowledges that her compensation, including some/all of the benefits under this Agreement, are payable to her as wages for income and employment tax purposes under applicable law. The Executive Director is encouraged to seek competent advice from her independent tax professional.

#### **SECTION 10. PROPRIETARY INFORMATION**

The Executive Director acknowledges that she may have access to and become acquainted with confidential and other information proprietary to Legacy Decatur including, but not limited to,

information concerning Legacy Decatur, its operations, business partners, and business and financial conditions, which is generally understood to constitute proprietary information, as well as information with respect to which the Executive Director has an obligation to maintain confidentiality, including but not limited to information that is not generally known or available to the public and has been developed, acquired, or compiled by Legacy Decatur (collectively referred to herein as "Proprietary Information"). The Executive Director agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired during the term of this Agreement. Notwithstanding the foregoing provision, it is expressly understood and agreed that disclosure of Proprietary Information may be required by law, including specifically subpoenas and requests pursuant to the Georgia Open Records Act. The obligations of the Executive Director under this section shall survive the termination of this Agreement.

### **SECTION 11. ENTIRE AGREEMENT**

The Agreement is the entire agreement between the parties. All prior discussions, representations, and negotiations of any type are merged herein, and no provision or condition otherwise discussed shall be deemed part of the Agreement unless contained herein.

### **SECTION 12. LAWS APPLICABLE AND VENUE**

The Agreement is entered into under the laws of the State of Georgia, and shall be construed in accordance with Georgia law. Any action to enforce any provision of the Agreement or to establish a breach thereof shall be commenced in a court of competent jurisdiction sitting in DeKalb County, Georgia.

### **SECTION 13. MODIFICATION**

No modification to the Agreement is valid unless it is reduced to writing, specifically identifies what provisions herein are to be changed or what new provisions are to be added, and is signed and executed by both parties. Any modification must be executed with the same formality as this document.

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

**Decatur Legacy Project, Inc.**

By: \_\_\_\_\_  
Tony Powers, Chair of the Board of Directors

Date of Execution: \_\_\_\_\_



**Executive Director**

By: \_\_\_\_\_  
Evelyn Menne

Date of Execution: \_\_\_\_\_


MEMORANDUM

TO: LEGACY DECATUR BOARD  
FROM: LYN MENNE   
RE: PROFESSIONAL SERVICES CONTRACT FOR DESIGN SERVICES  
DATE: JANUARY 26, 2021

The purpose of this memorandum is to recommend authorization to executive a contract not to exceed \$18,020 with Stevens & Wilkinson for engineering and design services for stabilization and creation of concept plans for the Barn at Legacy Park. The proposal covers two components: a structural assessment of the barn and the preparation of drawings, details, narrative and specifications necessary to bid the stabilization work for completion by June 30 2021; and, the development of base-line drawings and three to five concept drawings to create options for reusing the building as a multi-use facility and generate renovation cost estimates for capital budgeting purposes.

This recommendation is based on cost estimates, timeframe, in-house multi-disciplinary design services and the expertise of this firm in the area of historic preservation. Funding for this proposal is included in our FY2021 professional services budget. I recommend approval of this proposal and authorization to execute a contract with Stevens & Wilkinson.

MEMORANDUM

TO: LEGACY DECATUR BOARD  
FROM: LYN MENNE   
RE: MEMORANDUM OF UNDERSTANDING FOR JOHN LEWIS MEMORIAL  
DATE: JANUARY 21, 2020

The purpose of this memorandum is to recommend authorizing the executive committee to negotiate a Memorandum of Understanding (MOU) between Legacy Decatur, the DeKalb County Commission and the John Lewis Task Force defining Legacy Decatur's role as the fund-raising partner in support of the design and installation of a permanent memorial for Congressman John Lewis. A draft MOU has been prepared by our attorney outlining how funds will be raised and distributed. It is being presented to the Legacy Board for comment prior to submission to the DeKalb County Commission staff and the task force for review.

I recommend that the board authorize the executive committee to incorporate comments from board members into a final draft MOU to be submitted to DeKalb County and the task force for response. I also recommend that the board authorize the executive committee to negotiate a final agreement with DeKalb County and the task force and authorize the chair to sign a final agreement after review by the executive committee.

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (this “Memorandum”) is entered into by and between DeKalb County, Georgia, a political subdivision of the State of Georgia (the “County”); the John Lewis Commemorative Task Force (the “Task Force”); and, the Decatur Legacy Project, Inc., a nonprofit corporation organized pursuant to the provisions of the Georgia Nonprofit Corporation Code and incorporated with the State of Georgia (the “Legacy Project”).

### RECITALS

WHEREAS, the County is a political subdivision of the State of Georgia, and promotes the health, prosperity, comfort, safety, security, good order, welfare and proper government of the DeKalb County, Georgia and its citizens;

WHEREAS, the Task Force is a committee formed on August 21, 2020 upon the Joint Declaration entered into by The Honorable Mereda Davis Johnson, Commissioner of the County for District 5, and The Honorable Patti Garrett, Mayor of the City of Decatur, Georgia, a municipality existing under the laws of the State of Georgia;

WHEREAS, the charge and purpose of the Task Force is to commemorate the life, public service, and works of the late Congressman John Robert Lewis with an original work of public, outdoor art for permanent installation within the City of Decatur, Georgia and DeKalb County, Georgia (the “Commemorative Arts Project”);

WHEREAS, Commissioner Johnson, Mayor Garrett, and The Honorable Steve Bradshaw, Commissioner of the County for District 4 and the Presiding Officer of the Board of Commissioners of the County, appointed members to the Task Force, who represent a diverse intersection of various sectors of the County;

WHEREAS, the members of the Task Force include: Commissioner Johnson (ex officio); the Honorable Jeff Rader, Commissioner of the County for District 2 (ex officio); Presiding Officer Bradshaw (ex officio); Mayor Garrett; Juanita Powell Baranco; former DeKalb County CEO Burrell Ellis; the Honorable George Dusenbury, Commissioner of the City; former DeKalb County Commissioner Gail Waldorff; Heather Fenton; Brian Werthiem; Audrey Maloof; Teresa Hardy; Eric Ellis; the Honorable Jonathan Elmore, Mayor of the City of Avondale Estates, Georgia; Mawuli Davis; Rev. Dr. Emory Berry; Jan Selman; Thomas L. Coleman; Ed. Lee III; Karima Jones; Melissa Carlson Forgey; Sharon Hill; William Cook; Sherry King; and, Angie Macon;

WHEREAS, the Legacy Project is a charitable, nonprofit corporation maintaining tax exempt status under 501(c)(3) of the Internal Revenue Code with the purpose of providing financial resources and support to projects and programs that enrich and enhance the quality of life within the City of Decatur, Georgia;

WHEREAS, Congressman Lewis represented the 5<sup>th</sup> Congressional District of Georgia in the United States House of Representatives from January 3, 1987 until the time of his death on July 17, 2020, being known by his colleagues as “the conscience of the Congress;”



WHEREAS, the City of Decatur, Georgia and DeKalb County, Georgia are situated within the heart of the 5<sup>th</sup> Congressional District of Georgia, and, as such, are appropriate and suitable for the Commemorative Arts Project to honor the legacy of Congressman Lewis;

WHEREAS, the County, Task Force, and Legacy Project desire to work cooperatively to support and fund the Task Force in its charge and purpose in regard to the Commemorative Arts Project;

WHEREAS, the County, Task Force, and Legacy Project desire to maintain a mutually beneficial, efficient, and cooperative relationship that will ensure the fulfilment of the charge and purpose of the Task Force to provide for Commemorative Arts Project;

WHEREAS, on \_\_\_\_\_, 2021, the Legacy Project agreed to promote, solicit, and accept independent charitable contributions for the Commemorative Arts Project in trust and compliance with this Memorandum;

**NOW THEREFORE, in consideration of the following mutual obligations, the County, Task Force, and Legacy Project agree as follows:**

1. The Task Force establishes, and the County and Legacy Project join as participants in, the Commemorative Arts Project consistent with the terms of this Memorandum.
2. Upon the full execution of the Memorandum, the Legacy Project shall establish a separate, designated, and segregated interest bearing account for the Commemorative Arts Project for the deposit, accounting, and disbursement of the funding provided to the Legacy Project for the Commemorative Arts Project, with all earned interest being re-invested in the Commemorative Arts Project, and to be held and maintained as set forth in this Memorandum (the “Commemorative Arts Project Account”).
3. Upon the full execution of the Memorandum, the Legacy Project shall promote, solicit, and accept independent charitable contributions under 501(c)(3) of the Internal Revenue Code for purposes of the Commemorative Arts Project in trust and compliance with this Memorandum. Notwithstanding anything to the contrary herein, the Legacy Project does not guarantee, promise, or otherwise represent a minimum amount of funds for purposes of the Commemorative Arts Project.
4. The Legacy Project shall continue to observe and implement policies and financial management controls to ensure the full accounting, reporting, and registration of the Commemorative Arts Project Account, including accounting for all revenues and expenditures, to ensure accountability and transparency, including applicable regulations and requirements under 501(c)(3) of the Internal Revenue Code.
5. A majority of the members of the Task Force shall constitute a quorum for the transaction of business consistent with this Memorandum.

6. The Task Force shall prepare and adopt bylaws governing ethics, conflict of interest, policies, and financial management controls that provide transparency and avoid or mitigate conflicts of interest.
7. The Task Force shall undertake the following actions consistent with this Memorandum and serve as the final decision upon the same:
  - a. Create a monetary budget and timeline for the work of the Task Force, including the installation of the Commemorative Arts Project (the “Budget & Timeline”);
  - b. Timely provide a copy of the Budget & Timeline to the County and Legacy Project;
  - c. Identify property owned by the County and located within the city limits of the City of Decatur, Georgia appropriate and suitable for the installation of the Commemorative Arts Project (the “Location”);
  - d. Timely provide notice to the County and Legacy Project of the Location;
  - e. Establish minimum selection criteria for the Commemorative Arts Project;
  - f. Establish minimum qualifying application and document submissions for the Commemorative Arts Project;
  - g. Solicit and recruit submissions for the Commemorative Arts Project;
  - h. Promote, market, and publicize the Commemorative Arts Project;
  - i. Solicit independent charitable contributions to the Legacy Decatur in support of the Commemorative Arts Project;
  - j. Select one (1) submission to Commemorative Arts Project to receive funding from the Commemorative Arts Project Account and construction, placement, installation, or otherwise at and upon the Location (the “Artwork Selected”);
  - k. Timely provide notice to the County and Legacy Project of the Artwork Selected; and,
  - l. Submit to the County and Legacy Project an itemized request for funds from the Commemorative Arts Project Account, including payment instructions, for the Artwork Selected, including its construction, placement, installation, or otherwise at and upon the Location (the “Fund Request”), which shall comply with any and all requirements of the Legacy Project for requests for funding release, including evidencing the signature of a minimum of two (2) members of the Task Force.



8. The County must authorize the Fund Request prior release by the Legacy Project of any funds from the Commemorative Arts Account.
9. Notwithstanding anything to the contrary herein, the Legacy Project shall only be obligated to disburse only such funds as actually provided to the Legacy Project and received by the Legacy Project for the Commemorative Arts Project, with all earnest interest being re-invested in the Commemorative Arts Project, in regard the Fund Request. The Legacy Project shall bear no liability or responsibility for funding the Fund Request if such exceeds the amount funds as actually provided to the Legacy Project and received by the Legacy Project for the Commemorative Arts Project, with all earnest interest being re-invested in the Commemorative Arts Project.
10. Upon and conditioned upon full funding of the Fund Request, the Task Force shall obtain all necessary approvals, permits, licenses, and agreements as necessary for the Artwork Selected, including its construction, placement, installation, or otherwise at and upon the Location. Notwithstanding anything to the contrary herein, the Task Force shall not bind either the County or Legacy Project to any such approval, permit, license, or agreement without the advanced consent and agreement of the County and/or Legacy Project, which consent and agreement shall not be unreasonably withheld.
11. Upon the construction, placement, installation, or otherwise at and upon the Location, the Artwork Selected shall become the property of the County.
12. The Task Force shall provide regular reports to the County and Legacy Project.
13. The County and Legacy Project each commit to each other in good faith and cooperation to provide at their own cost and expense the necessary staff in regard to the Task Force and Commemorative Arts Program consistent with this Memorandum, including, but not limited to such staffing in economic development, community development, financial and revenue services, accounting, legal, marketing and communications, and administrative services.
14. All notices required or permitted under this Memorandum must be in writing and shall be sent by certified mail, return receipt requested, by electronic transmission, by facsimile or by Federal Express or other comparable and reputable overnight delivery service, and shall be addressed as follows:

If to the County:

With a copy to:

If to the Task Force:

With a copy to:

If to the Legacy Project: Lyn Menne  
Executive Director  
500 S. Columbia Drive  
Georgia 30030  
lynwmenne@gmail.com

With a copy to: R. Kyle Williams, Esq.  
Williams Teusink, LLC  
The High House  
309 Sycamore Street  
Decatur, Georgia 30030  
kwilliams@williamsteusink.com

15. This Memorandum may be modified, extended, and otherwise amended at any time by mutual consent of all parties so long as such is approved by official action of the County, Task Force, and Legacy Project.
16. No party shall assign any of the obligations or benefits of this Memorandum.
17. The County, Task Force, and Legacy Project acknowledge, one to the other, that the terms of this Memorandum constitute the entire understanding and agreement between the parties concerning the subject matter of this Memorandum, and supersedes all prior oral or written agreements or understandings. No representation, oral or written, not incorporated in this Memorandum shall be binding upon any party. All parties must sign any modifications, extensions, and amendments to this Memorandum.
18. The County, Task Force, and Legacy Project each warrant and represent that it has full and complete authority to enter into this Memorandum, and each person executing this Memorandum on behalf of the respective party has been fully authorized to execute this Memorandum on behalf of such party and that such party is bound by the signature of such person(s). Notwithstanding the foregoing, neither the County, Task Force, or Legacy Project shall be bound under this Memorandum until such time as both parties have fully executed this Memorandum and this Memorandum has been duly approved and authorized by all necessary and appropriate official action on the part of the County and by the governing bodies of the Task Force and Legacy Project.



19. This Memorandum is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Memorandum, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Memorandum 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.
20. If a court of competent jurisdiction renders any provision of this Memorandum (or portion thereof) to be invalid or otherwise unenforceable, that provision or portion thereof shall be severed and the remainder of this Memorandum shall continue in full force and effect as if the invalid provision or portion thereof was not part of this Memorandum. No action taken pursuant to this Memorandum shall be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Memorandum and should not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.
21. This Memorandum shall inure to the benefit of, and be binding upon, the County, Task Force, and Legacy Project, and their respective successors. This Memorandum does not and is not intended to confer any rights or remedies upon any persons other than the County, Task Force, and Legacy Project, and their respective successors.
22. This Memorandum may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum on the day of \_\_\_\_\_, 2021.

DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signatures continuing on the following page]*

TASK FORCE

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

DECATUR LEGACY PROJECT, INC., a., a nonprofit corporation organized pursuant to the provisions of the Georgia Nonprofit Corporation Code and incorporated with the State of Georgia

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

DRAFT



## DeKalb County Board of Commissioners

January 13, 2021

**Mereda Davis Johnson**  
District 5 Commissioner

Chairman Tony Powers  
Legacy Decatur  
500 S. Columbia Drive  
Decatur, Georgia 30030

### **Re: John Lewis Task Force Request**

Dear Chairman Powers:

On August 21, 2020, I, along with Mayor Patti Garrett of Decatur, formed the John Lewis Task Force through a joint declaration. The purpose of the John Lewis Task Force is to identify the best and most appropriate manner to commemorate the late Congressman John Robert Lewis in DeKalb County, Georgia. The task force has an initial period of six (6) months to present a recommendation to Mayor Garrett and me.

To move the task force forward, we will need to begin raising funds for the project in advance. The task force is considering the City of Decatur as the location for a future memorial to honor Congressman Lewis, as the City is within the 5th Congressional District, which Congressman Lewis had represented for over 30 years. Therefore, I support a partnership between the task force and Legacy Decatur to begin receiving contributions toward this honorable project. We propose that there be two designated persons to approve disbursements of funds. We anticipate an initial holding period of eighteen (18) to twenty – four (24) months, to be evaluated as we progress.

I ask that you and your board consider the potential of this partnership. The partnership would allow us to work collaboratively to establish a memorial in Congressman Lewis' honor, ensure a destination landmark and legacy to be witnessed by the world, right in the heart of Downtown Decatur. If approved, we look forward to developing a mutually agreeable Memorandum of Understanding (MOU)

If you have any questions or would like further information regarding this request, please feel free to contact me via email at [mdjohnson@dekalbcountyga.gov](mailto:mdjohnson@dekalbcountyga.gov), or you may call me at 404-371-2159. Thank you for your consideration.

With best wishes and warm regards, I am,

Yours in service,

Mereda Davis Johnson

MEMORANDUM

TO: LEGACY DECATUR BOARD

FROM: LYN MENNE 

RE: EXECUTION OF NEW LEASES FOR LEGACY ADMIN BUILDING

DATE: JANUARY 21, 2021

The purpose of this memorandum is to request authorization to execute new leases with existing non-profit tenants currently located on the 2<sup>nd</sup> floor of the Administration Building. The new leases will be between Legacy Decatur and existing tenants with a goal of standardizing rental rates for all tenants by 2022. This is balanced by a desire to minimize increases for the remainder of 2021 as our tenants continue to recover from the impact of the epidemic on their program operations and revenues.

The three original tenants in the space (Decatur Education Foundation, Global Growers and the Decatur Book Festival) currently pay \$10/sf based on their original leases signed in 2018. Newer tenants (L'Arche Atlanta and Furnish with Love) pay \$13/sf. In order to get all tenants at the same rate, I recommend maintaining the rental rate for L'Arche Atlanta and Furnish with Love at \$13/sf for the remainder of 2021. I recommend increasing the sf rate for the three original tenants to \$11.50/sf for 2021 with increases in 2022 to create consistency in rates. Any new tenants recruited for available office space in 2021 would pay \$13.50/sf. Leases will include a table showing rental rate increases for the duration of the lease.

The Decatur Book Festival has reduced the number of offices they leasing from three spaces to two and Global Growers has requested a reduction of offices from five to three. These vacated spaces in addition to currently available offices on the second floor offer an opportunity to recruit additional non-profit tenants at the \$13.50 rate for 2021 and meet our rental projections for the year.

I recommend authorization to finalize and execute leases with existing, non-profit tenants based on the rental rates outlined above and recruit new tenants as proposed.



**R-20-1210**  
**RESOLUTION**

WHEREAS, Decatur Legacy Board entered into an executive session on December 10, 2020 as allowed by O.C.G.A. §50-14-4 for the purpose of discussing personnel matters; and,

WHEREAS, at the close of discussion of each subject, the Decatur Legacy Board did vote to close the executive session and begin open session; and,

WHEREAS, the board members present were: Tony Powers, Mark Arnold, Andrea Arnold, Ed Bowen, Mark Ethun, Patti Garrett, Allen Mast, Peggy Merriss, Paul Mitchell, Brian Smith and Meredith Struby.

WHEREAS, the board members voting for closure were: Tony Powers, Mark Arnold, Andrea Arnold, Ed Bowen, Mark Ethun, Patti Garrett, Allen Mast, Peggy Merriss, Paul Mitchell, Brian Smith and Meredith Struby.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, by the Decatur Legacy Board that:

- 1) Each member of the Decatur Legacy Board present for the meetings does hereby confirm that to the best of his or her knowledge, the said subject matter of the executive session was devoted to matters within the relevant exception as set forth above; and,
- 2) That the actions taken in executive session and discussion of the same are hereby ratified; and,
- 3) That the Decatur Legacy Board does hereby authorize and direct the Chair to execute an affidavit in order to comply with O.C.G.A. §50-14-4(b); and,
- 4) That the affidavit be included and filed with the official minutes of the meetings and shall be in a form which substantially complies with the requirements of the statute.

This 28<sup>th</sup> day of January, 2021

\_\_\_\_\_  
Chair

ATTEST: \_\_\_\_\_  
Secretary