Downtown Development Authority Meeting



Thursday, September 12, 2024 at 6:30 PM

875 Main Street, Stone Mountain, GA 30083

Agenda

I. Call to Order

1. Attendee Name / Attendee Participation (Present, absent, late for this meeting)

Chair Carl Wright

Vice Chair Thom DeLoach

Treasurer Denise Phillips

Board Member Jenna Barclay

Board Member Michelle Dunbar

Board Member & Council Member Anita Bass

II. Approval of the Agenda

III. DDA Chairperson / Words of Privilege

IV. Approval of Minutes

- 2. DDA Special Called Meeting Minutes, August 12, 2024
- DDA Regular Meeting Minutes, August 26, 2024

V. Citizen Comments

VI. Director's Report

4. DDA Monthly Report to the DCA / August 2024

VII. Council Report

VIII. Old Business

5. RFQ #2, 2024 / Mural Project: 901 Main Street

IX. New Business

6. Discussion Item: DDA Director Role

7. Facade Grant: 5380 Studios

8. Facade Grant: Sweet Potato Cafe

9. Action Item: Landscaping Project / Proposal #7705 and #7707

10. Discussion Item: Landscaping Project

X. Executive Session to Discuss Personnel, Legal, and/or Real Estate (if needed)

XI. Adjournment



Downtown Development Authority, Special Called Meeting

Monday, August 12, 2024, at 6:30 PM

875 Main Street, Stone Mountain, GA 30083

Special Called Meeting Minutes

I. Call to Order

- Carl Wright called the meeting to order at 6:30 pm.
- Members Present: Carl Wright, Denise Phillips, Council Member Anita Bass and Michelle Dunbar. Thom DeLoach was absent from this meeting. Jenna Barcley arrived late and attended the Executive Session only.

II. Approval of the Agenda

Anita Bass made a motion to approve the agenda, seconded by Denise Phillips.
 Unanimously approved.

III. New Business

Discussion Item: 2024 DDA / MSSM Agreement: Tunes by the Tracks:

- Denise Phillips provided the Board with a copy of the Main Street Stone Mountain Inc. (MSSM) Profit & Loss for 2023.
- The DDA preferred not to engage an attorney for this agreement, and to proceed with the approval.
- Denise Phillips made a motion to approve the 2024 DDA / MSSM Agreement: Tunes by the Tracks, seconded by Michele Dunbar. Unanimously approved.
- Carl Wright made a motion to approve the 2024 DDA / MSSM Agreement: Tunes by the Tracks with the presented copy of the Main Street Stone Mountain Inc. (MSSM) Profit & Loss for 2023; seconded by Anita Bass. Unanimously approved.

IV. Executive Session:

- Motion by Denise Phillips to enter an executive session to Discuss Personnel, Legal, and/or Real Estate, seconded by Michelle Dunbar. Unanimously approved.
- Motion by Denise Phillips to adjourn the Executive Session, seconded by Michelle Dunbar. Unanimously approved.

V. Amendment of the Agenda:

- Michelle Dunbar made a motion to amend the agenda to include the appointment of the DDA's Attorney, seconded by Denise Phillips. Unanimously approved.
- Denise Phillips made a motion to appoint Williams Teusink LLC, as the official Stone Mountain DDA Legal Representative, seconded by Anita Bass. Unanimously approved.

vi. Aujouriineni	VI.	Adjo	urnment	t:
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Motion by Denise Phillips to adjourn the Regular Meeting, seconded by Michelle Dunbar. Unanimously approved.

Approved:	
Carl Wright, Chairperson	Thom Deloach, Vice Chairperson



Downtown Development Authority Meeting

Monday, August 26, 2024, at 6:30 PM 875 Main Street, Stone Mountain, GA 30083

Regular Meeting Minutes

I. Call to Order

- Carl Wright called the meeting to order at 6:31 pm.
- Members Present: Carl Wright, Denise Phillips, Council Member Anita Bass and Michelle Dunbar. Jenna Barcley was absent from this meeting. Thom DeLoach attended the meeting virtually and decided to recuse himself from voting.

II. Approval of the Agenda

- Council Member Anita Bass made a motion to approve the agenda, seconded by Denise Phillips. Unanimously approved.
- III. DDA Chairperson / Words of Privilege: The Chairperson discussed the mission and purpose of the DDA; advantages of the City of Stone Mountain (such as great location, historic buildings). He also asked for the Council's support in future projects, such as considering an amphitheater for concerts and special events; and addressing the empty storefronts on Main Street.

IV. Approval of Minutes

- Regular Meeting Minutes, July 22, 2024: Motion by Denise Phillips to approve the meeting minutes, seconded by Anita Bass. Unanimously approved.
- Special Called Meeting Minutes, August 12, 2024: Motion by Denise Phillips to approve the special called minutes, seconded by Micelle Dunbar. Unanimously approved.

V. Citizen Comments:

- David Thomas suggested the current open businesses on Main Street to be recognized with certificates, banners, and social media posts.
- The owner of the Sweet Potato Café discussed the wayfinding signages in the city.

VI. Director's Report

- The DDA's AARF Reports for FY2021, FY2022 and FY2023; and the DCA Monthly Report for July 2024 were presented.
- The DDA Director briefly discussed the facade grant projects and mentioned that the property owner at 977 Main Street is interested in updating his application and reapplying for the grant.

VII. Council Report

 Council and DDA Member Anita Bass, provided a brief update on the last council meeting discussions/action items.

VIII. Old Business

Information Item: The MSSM 2023 Profit and Loss Report was presented.

IX. New Business

1. Discussion Item: Rescheduling the DDA Regular Meeting / September 23, 2024:

• Denise Phillips made a motion to reschedule the September 23rd DDA regular meeting, to Thursday, September 12, 2024; seconded by Anita Bass. Unanimously approved.

2. Discussion Item: ULI Atlanta / mTAP:

 ULI Atlanta is a District Council of the Urban Land Institute (ULI) that assists cities and authorities through Technical Assistance Panels (TAPs) and the Leadership mTAP program. Anita Bass made a motion to engage the ULI Atlanta in a project; seconded by Michelle Dunbar. Unanimously approved.

3. Discussion Item / Mural Project:

 There was a brief discussion about the small alley on Main Street as a potential location for a mural.

4. Discussion Item: Proposed Downtown Development Area Boundary Modification:

• The DDA didn't propose any changes to the size and scope of their current map.

5. Discussion Item: Landscaping Project / Additional mulch bed cleanup

Denise Phillips made a motion to approve proposal #6562, seconded by Anita Bass.
 Unanimously approved.

X. Executive Session to Discuss Personnel, Legal, and/or Real Estate (if needed) Motion by Michelle Dunbar to enter an executive session to Discuss Personnel, Legal, and/or Real Estate, seconded by Denise Phillips. Unanimously approved. Motion by Michelle Dunbar to adjourn the Executive Session, seconded by Denise Phillips. Unanimously approved.

XI. Adjournment:

Motion by Michelle Dunbar to adjourn the Regular Meeting, seconded by Denise Phillips. Unanimously approved.

Form Name: Submission Time: Browser: IP Address: Unique ID: Location: 2024 Community Activity Reports September 10, 2024 3:58 pm Chrome 128.0.0.0 / Windows 50.207.61.118 1264102605

Section . Item #4.

Main Street Community Reporting:	Stone Mountain
Designation Level	Classic
Month of Report:	August
Region:	Region 3
Community Population:	5,001 to 10,000
Person Reporting:	Maggie Dimov
I would like a copy of this completed report emailed to:	mdimov@stonemountaincity.org
PROGRAM OPERATIONS	
What is the total dollar amount spent on your program's operational expenses during this reporting period?	18804.56
Please select all funding sources which contributed financially to your program's monthly operational expenses:	DDA funds
EVENTS and VOLUNTEERS	
Did any events occur downtown during the reporting period?	Yes
Were any of these events funded through or by the Main Street program?	No
If known, please estimate the total amount of volunteer hours for all events, board meetings and committee meetings hosted by the local Main Street program:	48
OPTIONAL REPORTING	
How many events occurred in the downtown district during this reporting period?	2

What is the total estimated attendance for all events:		
Main Street Manager's Notes - Events	There were two special events that took place in August: - on August 6th, we celebrated National Night Out - on August 10th there was a Community Garden Workday.	
JOB CREATION		
Did any of the following occur in your downtown district during this reporting period? Check all that apply.	Business Opening	
How many new businesses opened in your program area during this reporting period?	2	
How many new jobs were created from new business opening during this reporting period?	2	
Main Street Manager's Notes - Businesses Opening	CK&DH Solutions LLC and H & L Colonial Park LLC	
PROGRAM PROJECTS AND EXPE	ENSES	
NEW MAIN STREET STAFF		
Did your program hire any new staff this month?	No	
Did your program release staff this month?	No	
Complete and Certify		
By signing below, you verify that the information contained in this report is accurate to the best of your knowledge.		



DDA Agenda Item

Meeting Date: September 12, 2024

SUBJECT: MURAL PROJECT, 2024

Item: Discussion /Action Item

Department: DDA

Fiscal Impact: \$10,000.00

Presented By: Maggie Dimov, Economic Development Director/DDA

Summary: The DDA budgeted a total of \$10,000.00 for a Mural project in 2024. The proposed location for the mural is the building at 901 Main Street (the right exterior wall of Aztec Cycles).

Attachments/Exhibits: RFQ #2, 2024 / Mural, 901 Main Street

Proposed Location: 901 Main Street (the right exterior wall of Aztec Cycles).



City of Stone Mountain Downtown Development Authority Mural Project Request for Qualifications

875 Main Street, Stone Mountain, GA 30083

mdimov@stonemountaincity.org

NOTICE OF REQUEST FOR QUALIFACATIONS FOR DOWNTOWN DEVELOPMENT AUTHORITY MURAL

The City of Stone Mountain Downtown Development Authority, Georgia ("the DDA") is seeking services of a qualified mural artist with the direct knowledge, technical capability and experience in designing and installing outdoor murals.

Qualifications Due: Interested applications should submit qualifications by email no later than 5:00pm on Tuesday, October 8th, 2024, at 5:00 PM. Only digital images in PDF or JPEG format will be accepted and must be emailed to mdimov@stonemountaincity.org and cdubs0324@gmail.com.

Project Location: 901 Main St, Stone Mountain, GA 30083

Property Owner of the Mural: The Downtown Development Authority of the City of Stone Mountain

The City of Stone Mountain Downtown Development Authority reserves the right to:

- Request additional information
- Extend the due date of the RFQ
- Adjust the timeline
- Interview any or all applicants
- Reject, in whole or in part, any of all submittals
- Obtain additional submittals beyond the due date if submittals received are unsatisfactory
- Cancel, in whole or in part, of this RFQ

All submittals will become property of the City and the Downtown Development Authority and are subject to Public Information Requests.

The RFQ is not a contract or a commitment of any kind by the City and/or DDA and does not commit to the City and/or the DDA for any cost incurred in preparation of the response to this RFQ.

I. Call Summary

This RFQ is to select an artist(s) to produce a mural on an outdoor wall at the located at 901 Main St, Stone Mountain, GA 30083 also known as Aztec Cycles. Applicants are due by Tuesday, October 8th, 2024 at 5:00pm with finalists to be selected by on or around October 28, 2024. Project installation artwork will take place from Mid-November-December 2024, with anticipated completion date of December 20, 2024, and with a budget of \$10,000.00.

II. Project Description

Type of Project: Outdoor Wall Mural

Surface of the Project: Bricks

Area for Mural: 840 Sq Feet (56' length and 12' height).

Project Address: 901 Main St, Stone Mountain, GA 30083

Condition of Surface: fair

The Mural must include the City's Logo

III. Art Goals

The Downtown Development Authority mural project seeks to bring beauty to what would otherwise be a cold, blank wall and celebrate the energy and diversity of the local area. Given the wide range of potential visitors and diverse cultures of the residents that travel down Main Street, the mural should celebrate diversity, mission, and values. The mural should highlight the City of Stone Mountain rich cultural history while developing new expressions for the current times and enthusiasm about its future. This mural shall transform this wall face into a vibrant, colorful, and welcoming element to the City of Stone Mountain.

IV. Mission and Vision Statemen of the Downtown Development Authority

The Mission of the Downtown Development Authority is: to lead and manage the downtown revitalization and economic growth of the city. The DDA serves as an advocate and resource to new and existing businesses, implements new development and redevelopment of existing buildings within the downtown area, and creates programs and policies to foster a vibrant and invigorating downtown area.

The Vision of the Downtown Development Authority is: The gateway to Georgia's most-visited Destination, Stone Mountain Village flourishes as a distinctive community anchoring eastern Dekalb County. Equal Parts hamlet and vibrant business district, Stone Mountain Village possesses the walkable, connected environment its residents crave while promoting opportunities that all entrepreneurs and long-time business owners alike to thrive. A welcoming community that knows its past, welcomes its future, and embraces its identify of creative and diverse people, restaurants, businesses, gathering spaces, and attractions will sustain its future.

V. Artist Eligibility

- 1. Artist must have completed exterior murals in public spaces
- 2. Artist teams are acceptable
- All art must be original and may not have been produced in any form elsewhere
- 4. Artist must provide and maintain insurance to cover claims for damages for personal injury, bodily injury, and property damage. The artist shall require all subcontractors to provide and maintain insurance
- 5. The artist will bear the entire risk of loss or damage to the work during design, fabrication, packing, shipping, and installation
- 6. A maintenance plan will be required upon selection of the art

VI. Submission Requirements

Cover Sheet:

 Include Name, address, telephone number, website (if applicable), and email address of the artist to receive all project information or any official correspondence related to the mural

Artist Resume and References

• Include degrees held, a summary list of exhibitions/public art project completed during the past five (5) years, awards, current gallery affiliations, and grant/fellowships. Please include two (2) references from previous work experience as well.

Digital Image of Past Work

- Only digital images in PDF or JPEG format will be accepted and must be emailed to mdimov@stonemountaincity.org and cdubs0324@gmail.com.
- Up to ten (10) images of past work may be sent. Please bundle all photos in one email with your overall application if possible. If the file is too large, zipped files will be accepted or links to download images may be arranged.
- Annotated list of images to include description, material, location, budget, client, or commissioning organization.

Statement

- Based on your community interaction and research, please describe your initial concept(s) on the project. Specifically address the proposed work from a conceptual, thematic, and/or emotional point of view
- Please describe the concept basis for the proposal
- Please describe your initial impressions of and projected approach to this art project

VII. Schedule of Events

Please include a timeline for the project from start to finish.

VIII. Timeline

Applications must be received by Tuesday, October 8th, 2024 at 5:00 pm. Only digital images in PDF or JPEG format will be accepted and must be emailed to mdimov@stonemountaincity.org and cdubs0324@gmail.com. There will be no mailed submissions accepted.

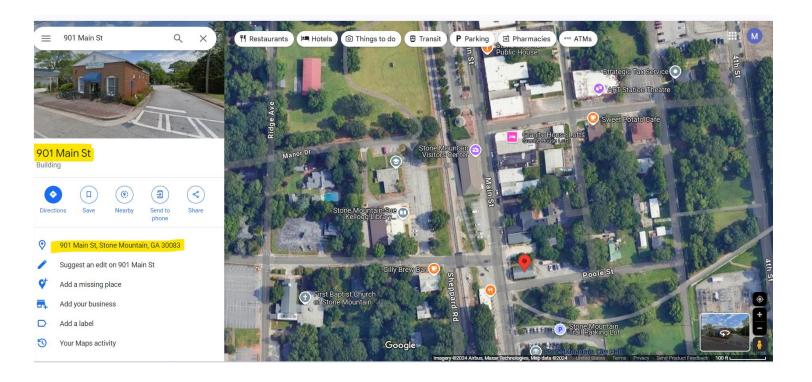
Two (2) to three (3) finalists will be selected by the Downtown Development Authority and the property owner of 901 Main St, Stone Mountain, GA 30083.





Attachment B:

Project Location: 901 Main St, Stone Mountain, GA 30083



Attachment C:

City of Stone Mountain Logo





DDA Agenda Item

Meeting Date: September 12, 2024

SUBJECT: Façade Grant Application / 5380 Studios LLC

Item: Discussion Item

Department: DDA

Fiscal Impact: \$4,676.00

Presented By: Maggie Dimov, Economic Development Director/DDA

Summary: The Downtown Development Authority (DDA) created the Facade Improvement Grant Program to assist business and property owners with improvements to storefronts in the business district.

Fifty percent (50%) of the total cost of projects approved for grants will be funded one dollar for each dollar spent by the grantee, up to a maximum grant of \$5,000.00. Grants are available for permanent, exterior repairs and renovations including:

- Appropriate signage
- Awnings
- Exterior painting
- Window, door, and storefront or back entry feature restorations and changes
- Landscaping

5380 Studios, located at 5380 East Mountain Street, would like to apply for a Façade Grant. Their project includes repaying the parking lot.

Attachments/Exhibits: Attached is the 5380 Studios application and the supporting documents.





OPP-22-014336 Jul 18, 2022

Account Information
Account Name:
5380 Studios
Street Address:
5380 E Mountain St
City State Zip: Stone MountainGA30083-3080

Contact Information
Contact Name: Jerome Osborne
Contact Email: jerome@5380studios.com
Contact Phone: 8774245380

Rose Paving Information
Account Executive: Mark Evers
Email: mevers@rosepaving.com
Cell: 770-235-2390

Notes/Exclusions

Jerome, thank you for meeting with me today. This bid includes asphalt remove/replace of 10 areas (7 are small trip hazards), sealcoating (with 2 coats in a spray/spray application) and a re-stripe. I do recommend changing your ADA location to the spaces directly across from where they are now and then adding an access aisle in the open space nearest the walkway. This upgrade would add \$390 to the lot marking cost. Please call if you have any questions.

PRICING TABLE

Service Line Name	QTY	U of M	Depth	Subtotal
Asphalt - Remove and Replace @ 3	743	SF	3.00	\$4,857.50
Sealcoat PMCTS - Spray / Spray	18134	SF		\$3,174.05
Lot Marking Restripe - Single Bays	47	Bays		\$1,321.50
	•	•		\$9.353.05

Subtotal **\$9,353.05**Tax **\$0.00**

Total \$9,353.05









Scope Detail	
Service Line Name	Service Description
Asphalt - Remove and Replace @ 3	Asphalt – Remove and Replace -Saw-cut and excavate damaged asphalt to specified depthRemove debris to an approved facilityCompact base material to unyielding conditionApply tack coat material to edges to help adhesionInstall Hot Mix Asphalt to a specific depth. **Notes and Exclusions: -If asphalt depth is more than estimated, additional charges may applyIf undercut is required because of unsuitable base, additional charges may applyIf new covers or valves are needed, additional charges may applyIf Petromat is found, additional charges may applyThese repairs will not fix drainage issuesSee Terms and Conditions for warranty details.
Sealcoat PMCTS - Spray / Spray	Sealcoat – ALL -Clean surface with mechanical blowers and brooms. -Remove debris to an approved facility. -Supply and install commercial-grade sealcoat per manufacturer's specifications. -Application methods and mobilizations are job-specific – please discuss with your AE. **Notes and Exclusions: -All vehicles must be moved prior to crews arriving. -Towing of vehicles is the responsibility of the customer. -Rose Paving PM's will help coordinate phasing and communication. -Barricades will be provided, but if moved by others, warranty is void. -Sprinklers must be turned off 24 hours prior to work commencement. -Sprinklers must be kept off for at least 48 hours after final application. -Sealcoat requires proper weather conditions for application – please discuss with your AE. -Work area should stay closed to foot and vehicle traffic for at least 24 hours after final application. -Tracking may occur and doormats should be available to minimize this. -This is a preventative maintenance repair and should be budgeted on a recurring basis. -Sealcoat will fade over time – longevity depends on traffic, weather and condition of asphalt. -Sealcoat will not fill cracks or adhere to oil spots.





Lot Marking Restripe - Single Bays	Restripe parking lot per existing layout47 spaces
	-2 ADA *Option add 2 ADA signs with access aisle





Rose Paving Contract Terms & Conditions

- 1. **ESCALATION**: This proposal is based on material costs at current market rates. Due to the current volatile market conditions for liquid asphalt that are beyond Rose Paving's control and in the event of future material price increases the responsible party agrees to pay for the escalation of material costs without a change order. This paragraph applies only to materials.
- **2. TIMING:** Due to fluctuation in the cost of raw materials, including but not limited to liquid asphalt, if the current date is past 15 days from the proposal date, customer should clarify that pricing is still valid.
- **3. CONTRACT DOCUMENTS:** Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation.
- **4. PAYMENT TERMS:** NET BALANCE DUE 30 DAYS AFTER COMPLETION OF WORK. Unpaid balances will accrue a late fee of 1% per month until paid in full. In the event of your failure to conform to the terms and conditions of this agreement, you hereby agree to pay Rose Paving LLC. all sums earned to date. Price reflects a 4% (four percent) discount for payments by cash or check.
- **5. DEPOSIT:** If contracted amount exceeds \$15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.
- **6. PERMITS AND FEES:** Owner is responsible for obtaining and paying for any required PERMITS, BONDS, and LICENSES, or plans required to obtain the aforementioned.
- 7. UNMARKED / UNDOCUMENTED UTILITIES: The client shall be responsible for repairing any private utility lines damaged by Rose Paving during the course of this project which were unmarked, undocumented or non-conforming to prevailing codes. While Rose Paving shall be responsible for repairing utilities in situations where Rose Paving damaged marked, conforming private utility lines, Rose Paving shall not be held liable for additional costs associated with utility interruption regardless of whether the lines were marked and / or documented properly or not. The customer is responsible to call the utility company.
- 8. WORK ACCESSIBILITY: The price(s) quoted herein is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc.) at the scheduled project start date and time. Rose Paving, reserves the right to adjust the agreed upon project price if the job conditions prevent Rose Paving work crews from starting on time and proceeding without interruption
- 9. SOIL CONDITIONS: The proposed price is contingent on the existing subsoil or base being adequate to support the pavement work. Rose Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, etc. If failure does occur, Rose Paving will notify agent or owner for inspection.
- 10. WATER DRAINAGE: On projects where the natural fall of the land is less than 2%, Rose Paving cannot guarantee that there will be total water drainage on pavements. After repair and Rose Paving shall not be held liable for ponding or retention in surrounding areas. On projects where the scope of work includes an overlay, the overlay will follow the contour of the existing base surface and Rose Paving cannot guarantee and will not be liable for drainage issues in the work area or surrounding areas.
- 11. CLEANING EXPENSES: The owner understands that the work called for in this agreement is a messy process. The parties agree that Rose Paving is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Rose Paving employees.





- 12. INDEMNITY: Rose Paving agrees to complete its work in a safe and workmanlike manner, and to take appropriate safety precautions. However, once installation is complete and customer takes possession of the work area, Owner/Customer understands and agrees that Rose Paving cannot be responsible for materials, area maintenance and safety, and therefore Owner/Customer assumes all responsibility in this regard, including but not limited to any and all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided. To the fullest extent allowed by law, Owner/Customer agrees to indemnify, defend and hold Rose Paving and its agents harmless from any and all loss, expense, liability, or attorneys' fees in connection with any such damages or injuries occurring thereafter. Nothing contained within this paragraph means, or should be construed to mean that Rose Paving or others shall be indemnified for their own negligence.
- 13. CHOICE OF LAW & VENUE: To the fullest extent permitted by law, each provision of this contract shall be interpreted in such manner as to be effective and valid under the laws of the State of Project and corresponding Choice of Law indicated below without regard to that state's conflict of laws principles, and venue and jurisdiction for any dispute under this agreement shall rest in the Venue and Jurisdiction identified:

	State of Project	Choice of Law	Venue and Jurisdiction
A.	Arizona	Arizona	Superior Court of Maricopa County or the United States District Court District of Arizona-Phoenix
B.	California	California	Superior Court of California County of Los Angeles or the United States District Court Central District of California
C.	Florida	Florida	Circuit Court of Hillsborough County Florida or the United States District Court Middle District of Florida
D.	Illinois	Illinois	Circuit Court of Cook County or Northern District of Illinois
E.	Tennessee	Tennessee	Davidson County Circuit Court or the U.S. District Court Middle District of Tennessee Nashville Division
F.	All other states	Illinois	Circuit Court of Cook County or Northern District of Illinois

- 14. ATTORNEY FEES & COSTS: In the event Rose Paving places any amounts owed under this proposal for collection with either a collection firm or attorney, Rose Paving shall be entitled to reasonable collection fees, attorneys fees and costs.
- 15. TAXES: All taxes are included in proposal price unless otherwise specified.
- **16.** MATERIAL & WORKMANSHIP: All material is guaranteed to be as specified. Unless otherwise specified within this Proposal, Rose Paving warranties workmanship and materials for a period of 1 year from the date of completion. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the amount set forth above. We shall not be responsible for delays caused by strikes, accidents, weather or other contingencies beyond our control. Our workers are fully insured.





- 17. CONSENT TO USE OF PHOTOGRAPHS, IMAGES AND VIDEOS: Customer consents to Rose Paving using images and videos of jobsite as a described in proposal or any work order, for use in Rose Paving promotional, marketing and training materials. Rose Paving shall have right to use the name, logos, trademarks, trade names, service marks or other marks of customer to the extent any of the foregoing appear in photographs, images and videos of the jobsite.
- 18. NON-DISCLOSURE: Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Rose Paving's Confidential Information. This Proposal shall not be shared, distributed or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and Rose Paving shall be entitled to injunctive relief in addition to any other remedy available in law or equity.
- 19. ALTERATIONS TO THIS PROPOSAL: Alterations or notations on or to this Proposal will not be valid unless accepted in writing by an authorized representative of Rose Paving.
- 20. SEVERABILITY OF TERMS: Should any part of this agreement be deemed unenforceable, the remaining terms shall be severable and separately enforceable and shall remain in full force

As a duly authorized representative of 5380 Studios, I agree to these Terms & Conditions



Downtown Development Authority City of Stone Mountain, Georgia 875 Main Street **Stone Mountain, GA 30083**

Section . Item #7.

FAÇADE GRANT APPLICATION

Please read the Façade Grant Guidelines before completing the application. Please type or print all entries.

Applicant	Information
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Print Name of Applicant

Applicant information
Business Name : 5380Studios LLC
Contact Name : Jerome Osborne
Business Addres 380 East Mountain Street
City, ST, ZIP Stone Mountain, Ga 30083
Telephone : 877.424.5380
info@5380studios.com
Property Owner Information (if different from Applicant).
Property Tax Parcel ID for project location: same as above
Property Owner: Walter Jackson
Mailing Address:
City, ST, ZIP :
Telephone : 404.414.4085
Email wsidneyj@icloud.com
Project Description . Check box □ and attach Historic Preservation Commission approval if needed.
Print Project Description. Check box [if Project description or other plans, drawing, photos are attached.
Seeking to have our parking lot repayed and any other issues in the lot resolved.
Estimated Cost of Project (attach detailed budget) : \$ 9,353.05
4676.00
Amount of Façade Grant Requested (See Guidelines) : 5
I have read the guidelines and affirm that to the best of my knowledge all the entries on this application are accurate and true.
Hall Jan Myann
Signature of Applicant Signature of Owner (if different from applicant)
Jerome Osborne Walter Jackson

Print Name of Owner (if different from applicant)



DDA Agenda Item

Meeting Date: September 12, 2024

SUBJECT: Façade Grant Application / Sweet Potato Cafe

Item: Discussion Item

Department: DDA

Fiscal Impact: \$5,000.00

Presented By: Maggie Dimov, Economic Development Director/DDA

Summary: The Downtown Development Authority (DDA) created the Facade Improvement Grant Program to assist business and property owners with improvements to storefronts in the business district.

Fifty percent (50%) of the total cost of projects approved for grants will be funded one dollar for each dollar spent by the grantee, up to a maximum grant of \$5,000.00. Grants are available for permanent, exterior repairs and renovations including:

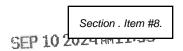
- Appropriate signage
- Awnings
- Exterior painting
- Window, door, and storefront or back entry feature restorations and changes
- Landscaping

Karen Patton, the owner of the Sweet Potato Café, that is located at 5377 Manor Drive, would like to apply for a Façade Grant. Her project includes 27' x 12' patio deck that will be added to the left side of the building, and the replacement of seven windows.

Attachments/Exhibits: Sweet Potato Cafe application and the supporting documents.



Downtown Development Authority City of Stone Mountain, Georgia 875 Main Street Stone Mountain, GA 30083



FAÇADE GRANT APPLICATION

Please read the Façade Grant Guidelines before completing the application. Please type or print all entries.

Applicant Information
Business Name : Sweet Potato Cafe, L.L.C.
Contact Name : Karen Patton
Business Address: 5377 Manor Dr.
City, ST, ZIP: Stone Mountain, G.A. 30083
Telephone : 770-559-9030
Email: Sweet potato cafe @ gmail.com
Property Owner Information (if different from Applicant).
Property Tax Parcel ID for project location: 18 089 12 002
Property Owner: Karen Patton
Mailing Address: 429 Raven Springs Ct
City, ST, ZIP : Stone Mountain, GA 30087
Telephone : 404-295-0479
Email: pattonka 51@ gmail.com
Project Description. Check box and attach Historic Preservation Commission approval if needed.
Print Project Description. Check box 🔭 if Project description or other plans, drawing, photos are attached.
Estimated Cost of Project (attach detailed budget) : \$ 12,312.00
Amount of Façade Grant Requested (See Guidelines) : \$
I have read the guidelines and affirm that to the best of my knowledge all the entries on this application are
accurate and true.
Karen Patton
Signature of Applicant Signature of Owner (if different from applicant)
Kaven Patton
Print Name of Applicant Print Name of Owner (if different from applicant)

Page 5 of 5



July 17, 2024

Karen Patton 5377 Manor Drive Stone Mountain, GA 30083

RE: Review of Application for Certificate of Appropriateness - 5377 Manor Drive

The Stone Mountain Historic Preservation Commission (HPC) voted at their regular meeting held on Wednesday, July 17, 2024, to add a 27′ x 12′ deck to the left side of the building and replace 7 windows. The windows shall be divided on the top with no dividers on the bottom portion of the windows.

Modifications to approved drawings must be presented and approved prior to beginning work on any aspect of the plans. In some instances, an amended COA application can expedite the process. PLEASE NOTE: Unapproved modifications during construction can result in a stop work order and costly delays.

Prior to the commencement of any work, this Letter of Certificate of Appropriateness must be presented to City Hall in order to obtain the appropriate permits. Please call City Hall at 770-498-8984 with any questions you may have regarding permits and code compliance.

Respectfully,

Richard Edwards, MPA 470-860-7994

Section . Item #8.

Description	Amount
estimates of works to	4
have done on 5377 manor des	
Stone Mountain	
reguest of the owner who request.	
nedesSury work for one in	
ucordance with the Picture Kistoric.	
town of stone Mountain village	×
the works required and suggested	5 11 10 11
by the owner are has sollows	30.000000000000000000000000000000000000
Job bivida Prefloating deck on	· · · · · · · · · · · · · · · · · · ·
the lest side of the existing study	<u> </u>
dinentions will be 27 Longx 12 wife	2
details of the strature to be birt.	
1- 1 cas will be higher meassess	·
16 x16 wide x 16 000 6x6 19691	
with admanized bases	
21/10" Joist St 5/4 Cecking bould	
Lifical railing 31/2 between lectical	
55 and 246" top-	
TOTAL labor and SUPPLYS willbe	12/3/2
TOTAL TOTAL	Date 7 - 76

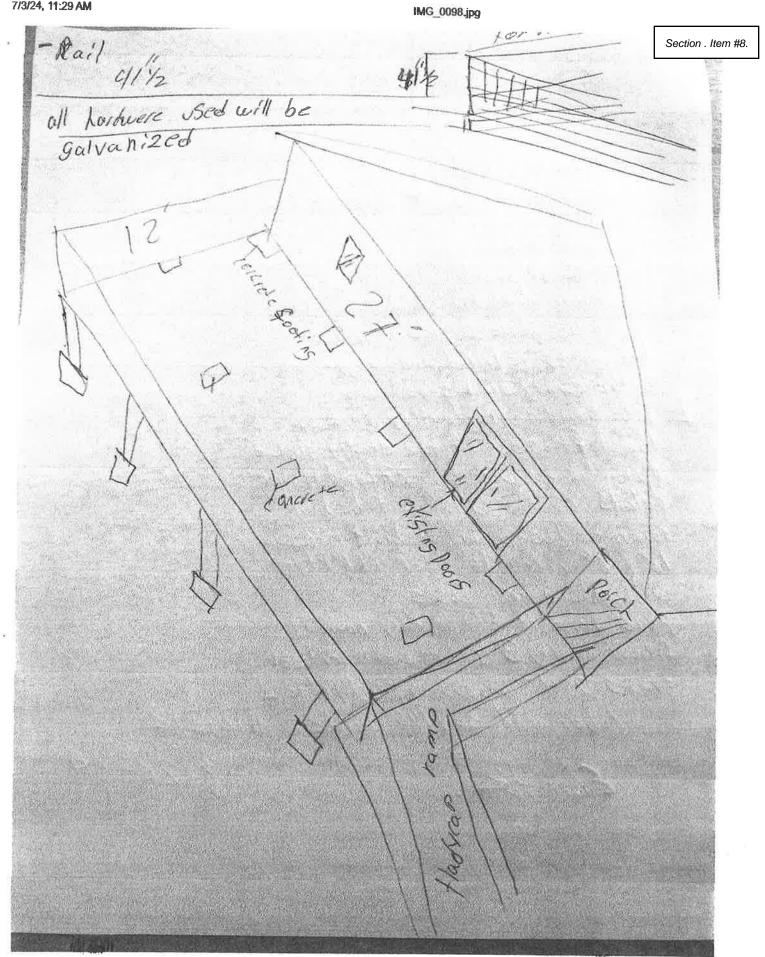
Signature

Edward J.F.

Date 3-26-09

Date

Accepted







DDA Agenda Item

Meeting Date: September 12, 2024

SUBJECT: Flowers for the two self-watering pots on Main Street

Item: Action Item

Department: DDA

Fiscal Impact: 2024 Fall Flowers, Proposal #7705: \$163.00 Fiscal Impact: 2025 Spring Flowers, Proposal #7707: \$134.82

Presented By: Maggie Dimov, Economic Development Director/DDA

Summary: The Downtown Development Authority (DDA) has purchased two self-watering pots that will be located on Main Street. The two proposals include the cost of the flowers that will be placed twice a year.

Attachments/Exhibits: 2024 Fall Flowers, Proposal #7705: \$163.00; and 2025 Spring Flowers,

Proposal #7707: \$134.82

Proposal #7705



Date: 9/9/2024

Customer:

City of Stone Mountain Downtown Development Authority 875 Main Street Stone Mountain, GA 30083

Property:

City of Stone Mountain Downtown Development Authority 875 Main Street Stone Mountain, GA 30083

Fall Flowers 2024

2 Additional Large Planters

Plant material subject to change based on growers availability.

2 Additional large round planters

Color Install - Pots

Items

Color - Mobilization
Kale Peacock Red #1 - #1 Install
Acorus G Variegata - Color - Install Kit
Viola Penny Beaconsfield - Color - Install Kit
Viola Color Max Orange - Color - Install Kit

Color Maintenance

Items

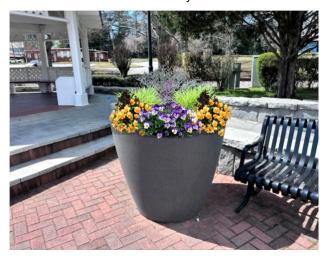
Labor - Color

Color Install - Pots:

Total	\$163.00
Estimated Tax	\$0.00
Subtotal	\$163.00

\$163.00

City of Stone Mountain Downtown Development Authority











Terms & Conditions

Terms and Conditions

1. Compliance and Qualifications:

a. Crabapple LandscapExperts commits to recognizing and adhering to written terms, specifications, and drawings outlined in the agreement. All materials used will comply with bid specifications.

 Qualified representatives with expertise in landscape maintenance/construction upgrades will be designated. The workforce will be competent, qualified, and presentable at all times.

2. Licenses, Permits, Taxes, and Insurance:

- a. Crabapple LandscapExperts will adhere to all necessary licenses and permits required by the city, state, and federal government.
- b. The company will pay all applicable taxes, including sales tax where relevant on supplied materials.
- c. Crabapple LandscapExperts will provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other mandated insurance specified in writing.

3. Liability and Subcontractors:

- a. Crabapple LandscapExperts is not liable for damages caused by the customer or their agents.
- b. The company reserves the right to hire qualified subcontractors for specialized functions or work requiring specialized equipment.

4. Additional Services and Jobsite Access:

- a. Extra work incurring additional costs will be executed only with a signed change order, incurring extra charges.
- b. The customer will provide utilities for the work and furnish access to all parts of the jobsite related to the project.
- c. Crabapple LandscapExperts is not responsible for damage to underground or unseen mechanical systems and foundations unless noted in the proposal. All efforts will be made to mark utilities.

5. Annual Color Warranty:

a. Coverage:

- i. Crabapple LandscapExperts provides a one-season limited warranty for annual color installation, covering both the cost of the plant material and labor for replacement.
- ii. As season is defined for spring annual color as:
 - 1. Spring Season: Starting the day the annual color was planted until the end of September of the same year.
 - 2. Fall Season: Starting the day the annual color was planted until the end of March the following year.

b. Conditions for Valid Warranty:

i. The customer must have a functioning, automatic irrigation system or maintain a temporary irrigation system until sufficient root development.

c. Temporary Irrigation System Requirement:

i. Sufficient root development is considered achieved when the plant material has a strong root system capable of sustaining growth independently of temporary irrigation.

d. Exclusions from Warranty:

- i. The warranty does not cover replacements if the customer lacks a functioning, automatic irrigation system or has not maintained a temporary irrigation system until sufficient root development.
- ii. Exclusions include damage from insects, animals, vandalism, acts of God,

Section . Item #9.

lack of watering, overwatering, chemical application, and transplant-related issues.

- 1. Deer/Rabbit netting and deer scram are deterrents from animals accessing the plant material, however they do not guarantee the plant material will not be impacted negatively by animal predation.
- iii. Excessive freezing conditions falling outside the normal winter conditions for the hardiness zones for the area of the installation as specified by the USDA Hardiness Zone Map.

e. Labor Costs for Replacement Material:

i. All labor costs for replacement material are included and will not be billed separately. No credits for dead material without compliant irrigation support.

f. Note:

i. Crabapple LandscapExperts reserves the right to inspect the site before approving replacements or repairs.

6. Warranty Enforcement:

- a. Owners must promptly notify Crabapple LandscapExperts of concerns.
- b. Crabapple LandscapExperts will respond within a reasonable timeframe and proceed to repair or replace defective materials or workmanship at its cost.
- c. This warranty shall be void and will not apply to any materials which were originally installed by Crabapple LandscapExperts then subsequently repaired, adjusted, or modified by an individual or entity other than Crabapple LandscapExperts or its authorized representative.
- d. Replacements and/or repairs furnished under this warranty shall not carry a new warranty but shall carry only the unexpired portion of the original warranty provided.
- e. No person is authorized to make any warranties other than those described above or to extend the duration of any warranties beyond the period described above.

7. Proposal Acceptance:

- a. Crabapple LandscapExperts is authorized to perform the work as stated in the proposal. Full payment is due upon billing, with a service charge for overdue accounts of 1.5% per month, not to exceed 18% annually. Prices are valid for 30 days from the proposal date, and Crabapple LandscapExperts reserves the right to update pricing on proposals older than 30 days.
- b. For proposals exceeding \$30,000, a 1/3 deposit is required.

8. Progress Billing and Extended Projects:

a. Jobs extending beyond 30 business days or spanning multiple months will be progress billed using the American Institute of Architects standard agreement for design and construction, also known as the AIA Contract.

Ву	Penelope Hilliard	Ву	
	Penelope Hilliard		
Date	9/09/2024	Date	
	Crabapple LandscapExperts	City of Stone Mountain Downt Development Authority	own



Date: 9/9/2024

Customer:

City of Stone Mountain Downtown Development Authority 875 Main Street Stone Mountain, GA 30083

Property:

City of Stone Mountain Downtown Development Authority 875 Main Street Stone Mountain, GA 30083

Spring Flowers 2025

2 Additional Large Planters

Plant material subject to change based on growers availability.

2 Additional large round planters

Color Install - Pots

Items

Color - Mobilization
Hibiscus Yellow - #1 Install
Hibiscus Rose - #1 Install
Vinca Cora Red - Color - Install Kit
Vinca Cora White - Color - Install Kit
Angelonia Carita Purple - Color - Install Kit
Lysimachia Goldilocks/Creeping Jenny - Color - Install Kit
Vinca Cora Strawberry - Color - Install Kit
Flower Soil - 2 cubic foot bag

Color Install - Pots: \$134.82

Color Maintenance

Items

Labor - Color

Subtotal	\$134.82
Estimated Tax	\$0.00
Total	\$134.82

Color Maintenance:

\$0.00

38







Proposal # 7707











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Section . Item #9.

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Section . Item #9.

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Ву	Penelope Hilliard	Ву	
	Penelope Hilliard		
Date	9/09/2024	Date	
•	Crabapple LandscapExperts	City of Stone Mountain Downto Development Authority	wn

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