



Mayor and City Council Public Hearing and Work Session

Tuesday, December 17, 2024 at 6:30 PM

City Hall, 875 Main Street, Stone Mountain, Georgia 30083

Agenda

City of Stone Mountain, Mayor & Council Members:

Mayor: Dr. Beverly Jones

Post 3: Mayor Pro Tem Ryan Smith

Post 1: Council Member Anita Bass

Post 2: Council Member Mark Marianos

Post 4: Council Member Gil Freeman

Post 5: Council Member Shawnette Bryant

Post 6: Council Member Teresa Crowe

City Staff:

City Manager: Shawn Edmondson

Assistant City Clerk: Danny Mai

City Attorney: Jeff Strickland

City of Stone Mountain, GA Facebook page: <https://www.facebook.com/CityofStoneMtn/>

Link to join Webinar: [\[LINK\]](#)

- I. Public Hearing
 1. 2nd Public Hearing/3rd Reading regarding the City of Stone Mountain Budget for FY2025
- II. **Adjournment**
- III. **Call to Order**
- IV. **Determination of Quorum**
- V. **Invocation and Pledge**

VI. Citizen Comments – Including comments from public/stakeholders (3 minutes per comment)

Comments from the Public

The public comments are reserved exclusively for comments from the public and not for immediate reply. The purpose of public comment is to allow the public to voice city related requests, concerns or opinions only during the public comment portion of the City Council meeting. I. The Mayor and City Council reserves the right to extend or limit the length of public comments based on: (1) the issue under discussion; (2) the number of items on the agenda; and (3) the extent to which the speaker remains constructive in their comments and questions. II. The public may not directly confront the public speaker but must direct all comments and questions to the Mayor and City Council. III. Public harassment of or confrontation with a public speaker will not be tolerated. Members of the public violating tenets two or three will be asked to sit down or leave the premises.

VII. Review of the Journal (City Manager & City Clerk Edmondson)

- [1.](#) Request Minutes from City Council Meeting [11.23.2024] be approved
- [2.](#) Request Minutes from City Council Meeting [12.03.2024] be approved

VIII. Reading of Communications

IX. Adoption of The Agenda of The Day

X. Committee Discussion Items

- [1.](#) Stone Mountain Community Garden
- [2.](#) Planning Commission
- [3.](#) Economic Development/Downtown Development Authority
- [4.](#) Historic Preservation Commission
- [5.](#) Parks and Recreation Committee

XI. Staff Reports

- [1.](#) Public Safety: Police Chief, James Westerfield Jr
- [2.](#) Administration: City Manager, Shawn Edmondson

XII. City Manager's Report

- [1.](#) City Manager - Shawn Edmondson

XIII. Council Policy Discussion Topics

XIV. Unfinished Business

- [1.](#) Discussion on the DDA (CM Freeman)
- [2.](#) Discussion and approval of an agreement between POND & Company and the City of Stone Mountain for additional services related to the schematic design of the Baptist Lawn property

and adjacent Georgia Military College property, aimed at developing a public green space for special events. The scope includes two tasks: Task 1 – Existing Conditions Assessment (including survey) for \$20,000.00 and Task 2 – Concept Design for \$34,000.00, totaling \$54,000.00.(City Manager Edmondson)

- [3.](#) Discussion on the appointment and approval of a City Attorney for FY2025 (City Attorney Strickland)
- [4.](#) Consent Agenda Package for en banc approval: Reappointment of the Municipal Court Related Positions (Judges & Solicitors)
5. Request the Appointment of the new City Clerk (City Manager Edmondson)
- [6.](#) Discussion on the previously proposed zone changes in regard to the parties who wish to be rezone, as recommended by City Staff (CM Marianos)
7. Discussion on the Council Minutes for October 1st and October 15th (Council Member Freeman)
8. Discussion on the 2023 Audit - status update

XV. **New Business**

1. Discussion on the removal of partitions between citizens and council (CM Marianos)
- [2.](#) FIRST READING: Discussion on a Variance from Section 5-1.5(A)(4) to reduce the minimum front yard setback from 50-feet to 17.5-feet, relating to 672 Pepperwood Trail (Parcel ID: 18 074 03 133). Staff has reviewed the request in accordance with the required review criteria and recommends APPROVAL of the variance from Section 5-1.5(A)(4) to reduce the minimum front yard setback from 50-feet to 17.5- feet with the following conditions:
 1. The development shall be substantially in compliance with the site plan dated September 24, 2024.The Planning Commission voted (5-0) to recommend approval of this request with staff's conditions.
- [3.](#) FIRST READING: Discussion on a Variance from Section 5-1.5(A)(6) to reduce the minimum rear yard setback from 40-feet to 34.5-feet regarding 672 Pepperwood Trail (Parcel ID: 18 074 03 133). Staff has reviewed the request in accordance with the required review criteria and recommends APPROVAL of the variance from Section 5-1.5(A)(6) to reduce the minimum rear yard setback from 40-feet to 34.5- feet with the following conditions:
 1. The development shall be substantially in compliance with the site plan dated September 24, 2024.The Planning Commission voted (5-0) to recommend approval of this request with staff's conditions.

4. FIRST READING: Discussion on a Special Use Permit to allow for two (2) vacation home facility units regarding 968 & 990 Sexton Drive (Parcel ID: 18 090 07 026 & 033). Staff has reviewed the request in accordance with the required review criteria and recommends APPROVAL of the Special Use Permit for vacation home facilities with the following conditions:

1. The applicant shall only be allowed to apply for and maintain only two (2) vacation home facilities within any given year.
2. The applicant shall apply for a Short-Term Rental Permit and Business License annually.
3. Provide no more than four lodging (guest) rooms with a minimum of 70 square feet per room.
4. Occupancy of a lodging room shall require at least 40 square feet per individual.
5. Occupancy by guest(s) shall not exceed 14 consecutive days during any 90 day period.
6. Vacation home facilities shall be required to have a smoke alarm in each lodging room (guest room) and a fire extinguisher visible and accessible to guests. The facilities are subject to at least one annual inspection at the time of initial licensing and during renewal of the same.
7. There shall be no on-street parking allowed for guests. 8. No business and advertising signs shall be permitted.

The Planning Commission voted (3-2) to recommend denial of this request.

5. Discussion and review of the proposal for legal services with Carothers & Mitchell, LLC (City Manager Edmondson)
6. Discussion and review of the proposal for landscaping services with Crabapple LandscapExperts (Assistant City Manager: Maggie Dimov)
7. Discussion and review of the proposal for Film Permit App called Apply4 (Assistant City Manager: Maggie Dimov)
8. Discussion on establishing Advisory Committee (Mayor Jones)

XVI. New Ordinances and Resolutions

1. Discussion and Approval of Resolution 2024-11; A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF STONE MOUNTAIN, GEORGIA, TO ESTABLISH THE HOLIDAY SCHEDULES FOR THE YEAR 2025 (City Manager Edmondson)
2. Discussion and Approval of Resolution 2024-12; A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF STONE MOUNTAIN, GEORGIA, TO ESTABLISH THE CITY COUNCIL SCHEDULE FOR THE YEAR 2025 (City Manager Edmondson)

3. Discussion and Approval of Resolution 2024-13: A resolution appointing the following individuals to as signers for city checks: City Manager Shawn Edmondson (Operational), Mayor Pro Tem Ryan Smith, Council Member Teresa Crowe. (City Manager Edmondson)
4. Discussion and Approval of Resolution 2024-14; A Resolution to Enforce Adherence to Rules of Decorum and Ensure Equitable and Effective Meeting Management (CM Crowe)
5. Discussion and approval of Resolution 2024-15, a resolution establishing permit fee schedules for film production activities. (Assistant City Manager & DDA/Economic Development Director Dimov)

Application Fee (Non-refundable) - \$200,

Film Permit (per day - for prep days, filming or strike days) - \$150,

Parking at/or Use of City Property (per day and per location at City property) - \$500,

Parking or Filming at the Cemetery (per day) - \$500,

Stone Mountain Police (per Officer and per hour) - \$80,

Use of Visitor Center Building (per day) - \$250,

Street Closure, Lane Closure or ITC (per day) - \$500,

Fire Marshal Fee (per location and per base camp) - \$100,

Rush fee (application submitted in full with less than 5 business days' notice) - \$200,

Fee for filming done without a permit - 200% of the original permit fee

6. Discussion on Ordinance 2024-09; an ordinance to amend chapter 12 (Licenses and Business Regulations) of the code of the City of Stone Mountain, Georgia, to regulate film production.

XVII. **Remarks of Privilege**

XVIII. **Announcements by The Mayor**

XIX. **Executive Session to Discuss Personnel, Legal, Cyber Security and/or Real Estate (if needed)**

XX. **Adjournment**



Office of the City Manager

Address: 875 Main St, Stone Mountain, GA 30083

Phone: 770-498-8984

Fax: 770-498-8609

<https://www.stonemountaincity.org/>

To: Mayor and City Council

From: Shawn Edmondson, City Manager

Date: November 19, 2024

FY2025 City Manager's Proposed Budget Statement

Dear Mayor and Council,

I hope this message finds you well. It's a privilege to stand before you today as we discuss the proposed budget for the City of Stone Mountain. A budget is more than numbers on a page; it is a reflection of our collective vision, priorities, and values. It is a roadmap that outlines where we are going as a community and how we plan to get there.

This proposed budget represents our shared optimism for the future. It is a tool that allows us to enhance services, invest in infrastructure, and position Stone Mountain as a beacon of growth, opportunity, and innovation—all while staying true to our rich history and unique charm.

We've focused on key areas that will directly impact the quality of life for our residents. Investments in beautification, infrastructure, and public safety are at the heart of this proposal. These efforts will create a safer, more vibrant city where families thrive, businesses prosper, and visitors are welcomed with open arms.

Our enhanced Livable Centers Initiative, integrated into this budget, will connect paths, parks, and public spaces, making Stone Mountain more accessible, livable, and enjoyable. It's a plan that honors our past while embracing the opportunities of the future.

We are also addressing critical staffing needs to improve city operations. By filling key positions such as the Finance Director, HR Generalist and City Clerk, we are strengthening the foundation of our municipal services. These roles are essential in ensuring that we remain responsive, effective, and transparent in all that we do.

Moreover, the budget reflects our commitment to smart economic development. Our efforts to streamline the film permitting process and welcome innovative industries will attract investment and elevate our city's profile on a regional and national scale.



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What makes me most optimistic is that this budget is not just about expenditures—it's about possibilities. It's about creating a city that our children, and generations to come, can be proud of. It's about ensuring that Stone Mountain remains a place where people want to live, work, and visit.

As we review this proposal, let us remember that a budget is not just a financial document. It is a promise to our community—a promise to be good stewards of our resources, to listen to the voices of our residents, and to make decisions that uplift every corner of our city.

Thank you for your dedication and partnership as we work together to bring this vision to life. Let's move forward with confidence, creativity, and a shared commitment to making Stone Mountain the very best it can be.

Best Regards,

Shawn Edmondson

City Manager

City of Stone Mountain

Item # 1.

01 -GENERAL FUND

REVENUES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
Non-Departmental					
=====					
<u>TAXES</u>					
01.3000.31.1100 Real Property CY- Revenue	3,198,831	3,626,674	427,843	13.37	_____
01.3000.31.1101 Homeowners Tax Relief Grants	309,567	0	(309,567)	100.00-	_____
01.3000.31.1105 Blight Tax Revenue- RESTRICTED	0	0	0	0.00	_____
01.3000.31.1110 Utilities Tax CY- Revenue	126,371	130,000	3,629	2.87	_____
01.3000.31.1177 Sanitation Franchise	0	0	0	0.00	_____
01.3000.31.1200 Real Property Prior Year	200,000	206,000	6,000	3.00	_____
01.3000.31.1210 Utilities Prior Year	0	0	0	0.00	_____
01.3000.31.1310 Motor Vehicle	44,376	45,707	1,331	3.00	_____
01.3000.31.1311 Commercial Vehicle AAVT	0	0	0	0.00	_____
01.3000.31.1320 Mobile Home Current Year	0	0	0	0.00	_____
01.3000.31.1340 Intangibles	65,000	66,950	1,950	3.00	_____
01.3000.31.1350 Railroad Equip Ad Valorem Tax	0	0	0	0.00	_____
01.3000.31.1600 Real Estate Transfer	75,000	77,250	2,250	3.00	_____
01.3000.31.1710 Electric Franchise	182,000	187,460	5,460	3.00	_____
01.3000.31.1730 Gas Franchise	42,000	43,260	1,260	3.00	_____
01.3000.31.1750 Television Cable Franchise	50,000	51,500	1,500	3.00	_____
01.3000.31.1760 Telephone Franchise	5,000	5,150	150	3.00	_____
01.3000.31.3300 HOST Tax	0	0	0	0.00	_____
01.3000.31.4200 Beer & Wine Tax	23,906	24,626	720	3.01	_____
01.3000.31.4300 Mixed Drink Tax	12,000	12,360	360	3.00	_____
01.3000.31.4900 Motor Vehicle Sales Tax	150,000	154,500	4,500	3.00	_____
01.3000.31.4901 Energy Excise Tax	1,500	1,545	45	3.00	_____
01.3000.31.6100 Business & Occupation Tax	32,000	32,960	960	3.00	_____
01.3000.31.6200 Insurance Premium	475,000	489,250	14,250	3.00	_____
01.3000.31.6300 Financial Instituon Taxes	2,500	2,575	75	3.00	_____
01.3000.31.6400 Business Property Tax	83,777	85,000	1,223	1.46	_____
01.3000.31.6500 Business Property Tax Prior Yr	0	0	0	0.00	_____
01.3000.31.9110 Real Property Pen & Int Prior	17,000	17,510	510	3.00	_____
01.3000.31.9120 Personal Property Pen & Int	0	0	0	0.00	_____
01.3000.31.9200 SALES TAX DISTRIBUTION	0	0	0	0.00	_____
01.3000.31.9300 Business Occup Tax Pen & Inter	0	0	0	0.00	_____
01.3000.31.9500 FIFA	0	0	0	0.00	_____
01.3000.31.9600 Levy Fee	0	0	0	0.00	_____
TOTAL TAXES	5,095,828	5,260,278	164,450	3.23	_____
<u>LICENSES & PERMITS</u>					
01.3000.32.1110 Beer & Wine Licenses	5,500	5,665	165	3.00	_____
01.3000.32.1111 Beer Garden Permit	0	0	0	0.00	_____
01.3000.32.1130 Liquor, Beer & Wine License	14,500	14,935	435	3.00	_____
01.3000.32.1220 Insurance License	23,000	23,690	690	3.00	_____
01.3000.32.1290 Peddlers Solicitor Permit	0	0	0	0.00	_____
01.3000.32.2210 Zoning & Land Use	500	515	15	3.00	_____
01.3000.32.2211 Special Use Permit	500	515	15	3.00	_____
01.3000.32.2230 Sign Permits	400	412	12	3.00	_____

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01 -GENERAL FUND

REVENUES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
01.3000.32.2240 Display Permit	0	0	0	0.00	
01.3000.32.2245 Assembly Permit	0	0	0	0.00	
01.3000.32.2250 Parade Permit	250	258	8	3.00	
01.3000.32.2260 Film Permit	1,500	1,545	45	3.00	
01.3000.32.2270 Golf Cart Permit	200	206	6	3.00	
01.3000.32.2500 Variance	2,100	2,163	63	3.00	
01.3000.32.2901 Registry of Foreclosed Propert	0	0	0	0.00	
01.3000.32.2902 Registry of Vacant Property	0	0	0	0.00	
01.3000.32.3100 Building Structure Permit	70,000	72,100	2,100	3.00	
01.3000.32.3200 Land Disturbance Permit	0	0	0	0.00	
01.3000.32.9000 Other	0	0	0	0.00	
01.3000.32.9302 Yard Sale Permits	0	0	0	0.00	
TOTAL LICENSES & PERMITS	118,450	122,004	3,554	3.00	
<u>INTERGOVERNMENTAL REVENUES</u>					
01.3000.33.1210 DOJ VEST PROGRAM	0	0	0	0.00	
01.3000.33.4150 GA TOURISM GRANT	0	0	0	0.00	
01.3000.33.4210 LOCAL MAINT IMPRVMT GRANT	62,304	64,173	1,869	3.00	
01.3000.33.4220 CARES Act Funding	0	0	0	0.00	
01.3000.33.4230 DeKalb County Grant	10,000	10,300	300	3.00	
01.3000.33.6001 ARC-LCI GRANT - LOCAL	0	0	0	0.00	
01.3000.33.6002 DeKalb County School System	0	0	0	0.00	
01.3000.33.9000 OTHER - Gov't Funds	0	0	0	0.00	
TOTAL INTERGOVERNMENTAL REVENUES	72,304	74,473	2,169	3.00	
<u>CHARGES FOR SERVICE</u>					
01.3000.34.1100 Court Costs, Fees, Charges	0	0	0	0.00	
01.3000.34.1390 Other-Planning & Development	0	0	0	0.00	
01.3000.34.1400 Printing & Duplicating Service	0	0	0	0.00	
01.3000.34.1700 Occupation & Tax Admin Fee	0	0	0	0.00	
01.3000.34.1900 Other	0	0	0	0.00	
01.3000.34.1910 Election Qualifying Fee	0	0	0	0.00	
01.3000.34.2120 Accident Report	2,000	2,060	60	3.00	
01.3000.34.2130 Impounds	0	0	0	0.00	
01.3000.34.6410 Background Check Fees	5,000	5,150	150	3.00	
01.3000.34.7510 Medlock Park Rental	500	515	15	3.00	
01.3000.34.7520 McCurdy Park Rental	500	515	15	3.00	
01.3000.34.7530 Leila Mason Park Rental	500	515	15	3.00	
01.3000.34.7540 Rock Gym Rental	0	0	0	0.00	
01.3000.34.7550 STREETScape PHASE I	500	515	15	3.00	
01.3000.34.7560 COMMUNITY GARDEN RENTAL	3,100	3,193	93	3.00	
01.3000.34.9300 Bad Check Fees	37,500	0	(37,500)	100.00-	
01.3000.34.9400 Notary Fees	0	0	0	0.00	
01.3000.34.9500 Copy Fees Other	0	0	0	0.00	
01.3000.34.9510 Open Record Request	250	258	8	3.00	
01.3000.34.9600 Certificate of Appropriateness	250	258	8	3.00	
01.3000.34.9601 Certificate of Completion	0	0	0	0.00	
01.3000.34.9700 Fax Fee	0	0	0	0.00	
01.3000.34.9900 Other	250	258	8	3.00	
TOTAL CHARGES FOR SERVICE	50,350	13,236	(37,115)	73.71-	

Item # 1.

01 -GENERAL FUND

REVENUES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>FINES & FORFEITURES</u>					
01.3000.35.1170 Municipal Fees	400,000	412,000	12,000	3.00	_____
01.3000.35.1900 Other Fines	0	0	0	0.00	_____
TOTAL FINES & FORFEITURES	400,000	412,000	12,000	3.00	_____
<u>INVESTMENT INCOME</u>					
01.3000.36.1000 Interest Revenues	14,000	60,000	46,000	328.57	_____
TOTAL INVESTMENT INCOME	14,000	60,000	46,000	328.57	_____
<u>CONTRIBUTIONS-PRIV SRCS</u>					
01.3000.37.1001 Back to School - Donations	0	0	0	0.00	_____
01.3000.37.1002 Granite Grasshopper 5K	0	0	0	0.00	_____
01.3000.37.1003 Compliance - App	0	0	0	0.00	_____
01.3000.37.1004 Contributions to General Fund	0	0	0	0.00	_____
TOTAL CONTRIBUTIONS-PRIV SRCS	0	0	0	0.00	_____
<u>MISCELLANEOUS REVENUE</u>					
01.3000.38.1001 GMC Rent	0	0	0	0.00	_____
01.3000.38.3000 Reimbursements-Insurance Co.	0	0	0	0.00	_____
01.3000.38.9100 Nuisance Abatement - Lien	0	0	0	0.00	_____
01.3000.38.9200 Abatement Salvage Sales	0	0	0	0.00	_____
01.3000.38.9300 Miscellaneous-Other	0	38,625	38,625	0.00	_____
01.3000.38.9301 Miscellaneous - Payroll	2,000	2,060	60	3.00	_____
01.3000.38.9302 Community Garden Fees	0	0	0	0.00	_____
TOTAL MISCELLANEOUS REVENUE	2,000	40,685	38,685	1,934.25	_____
<u>OTHER FINANCING SOURCES</u>					
01.3000.39.1000 GEN FUND UNRESTRICTED RESERVES	0	0	0	0.00	_____
01.3000.39.1100 Interfund Transfer General Fun(59,100)	0	59,100	100.00-	_____
01.3000.39.1200 Unrestricted - DEPOT RENO	0	0	0	0.00	_____
01.3000.39.1201 COVID Relief	0	0	0	0.00	_____
01.3000.39.2100 Proceeds from Sales of Assets	3,500	3,605	105	3.00	_____
01.3000.39.2200 Insurance Disposition	0	0	0	0.00	_____
01.3000.39.2300 Insurance Settlement - Award	0	0	0	0.00	_____
01.3000.39.3500 Capital Lease Proceeds	0	0	0	0.00	_____
01.3000.39.3600 Special Item	0	0	0	0.00	_____
TOTAL OTHER FINANCING SOURCES	(55,600)	3,605	59,205	106.48-	_____
<hr/>					
TOTAL Non-Departmental	5,697,332	5,986,280	288,948	5.07	_____
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TOTAL REVENUES	5,697,332	5,986,280	288,948	5.07	=====

Item # 1.

01 -GENERAL FUND
 FREEMAN

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PERSONAL SRVC & EMPL BEN</u>					
01.5012.51.1000 Personal Service Wages	12,000	12,000	0	0.00	_____
01.5012.51.2200 FICA Contributions	740	744	4	0.54	_____
01.5012.51.2300 Medicare	174	174	0	0.00	_____
TOTAL PERSONAL SRVC & EMPL BEN	12,914	12,918	4	0.03	_____
<u>PURCHASED/CONTRACTED SVC</u>					
01.5012.52.3500 Travel	3,500	3,500	0	0.00	_____
01.5012.52.3550 Meetings & Conventions	2,000	2,000	0	0.00	_____
01.5012.52.3700 Education & Training	1,430	1,430	0	0.00	_____
01.5012.52.3800 Constituent Services	0	0	0	0.00	_____
TOTAL PURCHASED/CONTRACTED SVC	6,930	6,930	0	0.00	_____
TOTAL FREEMAN	19,844	19,848	4	0.02	

Item # 1.

01 -GENERAL FUND
CROWE

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PERSONAL SRVC & EMPL BEN</u>					
01.5013.51.1000 Personal Service Wages	12,000	12,000	0	0.00	_____
01.5013.51.2200 FICA Contributions	744	744	0	0.00	_____
01.5013.51.2300 Medicare	174	174	0	0.00	_____
TOTAL PERSONAL SRVC & EMPL BEN	12,918	12,918	0	0.00	_____
<u>PURCHASED/CONTRACTED SVC</u>					
01.5013.52.3500 Travel	3,500	3,500	0	0.00	_____
01.5013.52.3550 Meetings & Conventions	2,000	2,000	0	0.00	_____
01.5013.52.3700 Education & Training	1,430	1,430	0	0.00	_____
01.5013.52.3800 Constituent Services	0	0	0	0.00	_____
TOTAL PURCHASED/CONTRACTED SVC	6,930	6,930	0	0.00	_____
TOTAL CROWE	19,848	19,848	0	0.00	

Item # 1.

01 -GENERAL FUND
 JONES

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PERSONAL SRVC & EMPL BEN</u>					
01.5017.51.1000 Personal Service Wages	24,000	24,000	0	0.00	_____
01.5017.51.2100 Health Insurance	0	0	0	0.00	_____
01.5017.51.2130 Dental Insurance	0	0	0	0.00	_____
01.5017.51.2140 Life Insururance	0	0	0	0.00	_____
01.5017.51.2150 ACCIDENT / VISION INS	0	0	0	0.00	_____
01.5017.51.2200 FICA Contributions	1,488	1,488	0	0.00	_____
01.5017.51.2300 Medicare	348	348	0	0.00	_____
TOTAL PERSONAL SRVC & EMPL BEN	25,836	25,836	0	0.00	_____
<u>PURCHASED/CONTRACTED SVC</u>					
01.5017.52.3200 Communications	1,500	1,500	0	0.00	_____
01.5017.52.3500 Travel	4,000	4,000	0	0.00	_____
01.5017.52.3550 Meetings & Conventions	2,000	2,000	0	0.00	_____
01.5017.52.3700 Education & Training	1,430	1,430	0	0.00	_____
01.5017.52.3800 Constituent Services	0	0	0	0.00	_____
01.5017.52.3801 Quarterly Breakfast	3,000	3,000	0	0.00	_____
TOTAL PURCHASED/CONTRACTED SVC	11,930	11,930	0	0.00	_____
<u>SUPPLIES</u>					
01.5017.53.1110 Office Supplies	200	200	0	0.00	_____
TOTAL SUPPLIES	200	200	0	0.00	_____
TOTAL JONES	37,966	37,966	0	0.00	_____

Item # 1.

01 -GENERAL FUND
 SMITH

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PERSONAL SRVC & EMPL BEN</u>					
01.5063.51.1000 Personal Service Wages	12,000	12,000	0	0.00	_____
01.5063.51.2200 FICA Contributions	744	744	0	0.00	_____
01.5063.51.2300 Medicare	174	174	0	0.00	_____
TOTAL PERSONAL SRVC & EMPL BEN	12,918	12,918	0	0.00	_____
<u>PURCHASED/CONTRACTED SVC</u>					
01.5063.52.3500 Travel	3,500	3,500	0	0.00	_____
01.5063.52.3550 Meetings & Conventions	2,000	2,000	0	0.00	_____
01.5063.52.3700 Education & Training	1,430	1,430	0	0.00	_____
TOTAL PURCHASED/CONTRACTED SVC	6,930	6,930	0	0.00	_____
TOTAL SMITH	19,848	19,848	0	0.00	

Item # 1.

01 -GENERAL FUND
 BRYANT

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PERSONAL SRVC & EMPL BEN</u>					
01.5026.51.1000 Personal Service Wages	12,000	12,000	0	0.00	_____
01.5026.51.2200 FICA Contributions	744	744	0	0.00	_____
01.5026.51.2300 Medicare	174	174	0	0.00	_____
TOTAL PERSONAL SRVC & EMPL BEN	12,918	12,918	0	0.00	_____
<u>PURCHASED/CONTRACTED SVC</u>					
01.5026.52.3200 Communications	0	0	0	0.00	_____
01.5026.52.3500 Travel	3,500	3,500	0	0.00	_____
01.5026.52.3550 Meetings & Conventions	2,000	2,000	0	0.00	_____
01.5026.52.3700 Education & Training	1,430	1,430	0	0.00	_____
01.5026.52.3800 Constituent Services	0	0	0	0.00	_____
TOTAL PURCHASED/CONTRACTED SVC	6,930	6,930	0	0.00	_____
<u>SUPPLIES</u>					
01.5026.53.1110 Office Supplies	0	0	0	0.00	_____
TOTAL SUPPLIES	0	0	0	0.00	_____
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TOTAL BRYANT	19,848	19,848	0	0.00	

Item # 1.

01 -GENERAL FUND
 BASS

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PERSONAL SRVC & EMPL BEN</u>					
01.5062.51.1000 Personal Service Wages	12,000	12,000	0	0.00	_____
01.5062.51.2200 FICA Contributions	744	744	0	0.00	_____
01.5062.51.2300 Medicare	174	174	0	0.00	_____
TOTAL PERSONAL SRVC & EMPL BEN	12,918	12,918	0	0.00	_____
<u>PURCHASED/CONTRACTED SVC</u>					
01.5062.52.3500 Travel	3,500	3,500	0	0.00	_____
01.5062.52.3550 Meetings & Conventions	2,000	2,000	0	0.00	_____
01.5062.52.3700 Education & Training	1,430	1,430	0	0.00	_____
TOTAL PURCHASED/CONTRACTED SVC	6,930	6,930	0	0.00	_____
TOTAL BASS	19,848	19,848	0	0.00	

Item # 1.

01 -GENERAL FUND
MARIANOS

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PERSONAL SRVC & EMPL BEN</u>					
01.5061.51.1000 Personal Service Wages	12,000	12,000	0	0.00	_____
01.5061.51.2200 FICA Contributions	744	744	0	0.00	_____
01.5061.51.2300 Medicare	174	174	0	0.00	_____
TOTAL PERSONAL SRVC & EMPL BEN	12,918	12,918	0	0.00	_____
<u>PURCHASED/CONTRACTED SVC</u>					
01.5061.52.3500 Travel	3,500	3,500	0	0.00	_____
01.5061.52.3550 Meetings &Conventions	2,000	2,000	0	0.00	_____
01.5061.52.3700 Education & Training	1,430	1,430	0	0.00	_____
TOTAL PURCHASED/CONTRACTED SVC	6,930	6,930	0	0.00	_____
TOTAL MARIANOS	19,848	19,848	0	0.00	

Item # 1.

01 -GENERAL FUND
 Administration

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PERSONAL SRVC & EMPL BEN</u>					
01.5030.51.1100 Regular Employees	536,206	739,164	202,958	37.85	_____
01.5030.51.1101 Part Time Employees	137,772	50,000	(87,772)	63.71-	_____
01.5030.51.1102 Deferred Compensation 457(b)	0	0	0	0.00	_____
01.5030.51.1300 Overtime	0	0	0	0.00	_____
01.5030.51.2100 Group Health Ins	52,970	55,619	2,649	5.00	_____
01.5030.51.2120 Disability (STD)	480	504	24	5.00	_____
01.5030.51.2130 Dental Insurance	1,500	1,575	75	5.00	_____
01.5030.51.2140 Life Insurance	600	630	30	5.00	_____
01.5030.51.2150 Accident / Vision Ins.	1,200	1,260	60	5.00	_____
01.5030.51.2200 F.I.C.A.	41,982	47,130	5,148	12.26	_____
01.5030.51.2300 Medicare	9,827	11,022	1,195	12.16	_____
01.5030.51.2400 Retirement	0	0	0	0.00	_____
01.5030.51.2700 Worker's Comp	8,840	62,097	53,257	602.42	_____
01.5030.51.2710 Workers Comp. Deductible	0	0	0	0.00	_____
TOTAL PERSONAL SRVC & EMPL BEN	791,377	969,001	177,624	22.44	_____
<u>PURCHASED/CONTRACTED SVC</u>					
01.5030.52.1100 Office Administrative	15,000	28,000	13,000	86.67	_____
01.5030.52.1200 Professional Serv.	319,900	216,900	(103,000)	32.20-	_____
01.5030.52.1204 Building Inspection	115,000	120,000	5,000	4.35	_____
01.5030.52.1207 Professional Svcs - Planning	0	0	0	0.00	_____
01.5030.52.1300 Technical Services	8,630	7,000	(1,630)	18.89-	_____
01.5030.52.2100 Cleaning Service	0	0	0	0.00	_____
01.5030.52.2110 Sanitation Pick Up	0	0	0	0.00	_____
01.5030.52.2210 Equipment and Repair Other	7,000	7,000	0	0.00	_____
01.5030.52.2220 Vehicle Repair & Maintenance	10,000	0	(10,000)	100.00-	_____
01.5030.52.2230 Building Repairs	0	0	0	0.00	_____
01.5030.52.3101 Vehicle Insurance	0	0	0	0.00	_____
01.5030.52.3102 Equipment Insurance	0	0	0	0.00	_____
01.5030.52.3200 Communications	16,320	16,000	(320)	1.96-	_____
01.5030.52.3300 Advertising	1,300	2,000	700	53.85	_____
01.5030.52.3400 Printing & Binding	1,600	1,500	(100)	6.25-	_____
01.5030.52.3500 Travel	12,769	13,000	231	1.81	_____
01.5030.52.3550 Meetings & Conventions	5,000	5,000	0	0.00	_____
01.5030.52.3600 Dues & Fees	5,832	2,500	(3,332)	57.13-	_____
01.5030.52.3700 Education & Training	11,500	7,000	(4,500)	39.13-	_____
01.5030.52.3900 Purchased/Contracted Services	0	0	0	0.00	_____
TOTAL PURCHASED/CONTRACTED SVC	529,851	425,900	(103,951)	19.62-	_____
<u>SUPPLIES</u>					
01.5030.53.1103 Postage	1,575	1,500	(75)	4.76-	_____
01.5030.53.1110 Office Supplies	6,000	6,000	0	0.00	_____
01.5030.53.1120 Computer Software	0	0	0	0.00	_____
01.5030.53.1210 Water/ Sewer	0	0	0	0.00	_____
01.5030.53.1220 Natural Gas	0	0	0	0.00	_____
01.5030.53.1230 Electricity/Bldg	0	0	0	0.00	_____
01.5030.53.1240 Bottled Water	0	0	0	0.00	_____

Item # 1.

01 -GENERAL FUND
 Administration

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
01.5030.53.1270 Gasoline - Code Enforcement	3,000	3,000	0	0.00	_____
01.5030.53.1600 Small Equipment	4,000	4,000	0	0.00	_____
01.5030.53.1700 Other Supplies	6,000	3,000	(3,000)	50.00-	_____
01.5030.53.1800 Uniforms - Code Enforcement	3,840	3,000	(840)	21.88-	_____
TOTAL SUPPLIES	24,415	20,500	(3,915)	16.04-	_____
CAPITAL OUTLAY					
01.5030.54.1101 Bldg Demolition- Code Enf	0	0	0	0.00	_____
01.5030.54.2200 Vehicles - Code Enforcement	0	0	0	0.00	_____
01.5030.54.2400 Computer	6,000	4,200	(1,800)	30.00-	_____
01.5030.54.2500 Other	0	0	0	0.00	_____
TOTAL CAPITAL OUTLAY	6,000	4,200	(1,800)	30.00-	_____
OTHER COSTS					
01.5030.57.3000 Payments to Others	0	2,000	2,000	0.00	_____
01.5030.57.9000 Contingencies	0	0	0	0.00	_____
TOTAL OTHER COSTS	0	2,000	2,000	0.00	_____
TOTAL Administration	1,351,643	1,421,601	69,958	5.18	

Item # 1.

01 -GENERAL FUND
 Buildings

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PURCHASED/CONTRACTED SVC</u>					
01.5031.52.1210 Water	5,000	5,000	0	0.00	_____
01.5031.52.1220 Natural Gas	6,000	6,000	0	0.00	_____
01.5031.52.1231 Electricity/Bldg	0	0	0	0.00	_____
01.5031.52.1300 Technical Services	10,000	7,500	(2,500)	25.00-	_____
01.5031.52.1700 Other Supplies	12,500	5,000	(7,500)	60.00-	_____
01.5031.52.2230 Building Repairs	15,000	15,000	0	0.00	_____
01.5031.52.2231 Grounds Maint / Landscaping	5,000	5,000	0	0.00	_____
01.5031.52.2310 Building Lease/Rent-Rock Gym	0	0	0	0.00	_____
01.5031.52.3101 Building Insurance	0	0	0	0.00	_____
01.5031.52.3200 Communications	10,000	9,000	(1,000)	10.00-	_____
01.5031.52.3901 Custodial Services	28,500	28,500	0	0.00	_____
TOTAL PURCHASED/CONTRACTED SVC	92,000	81,000	(11,000)	11.96-	_____
<u>SUPPLIES</u>					
01.5031.53.1210 Water	500	2,500	2,000	400.00	_____
01.5031.53.1220 Natural Gas	8,000	8,000	0	0.00	_____
01.5031.53.1231 Electricity/PublicFacilities	27,000	27,000	0	0.00	_____
01.5031.53.1700 Other Supplies	5,000	8,500	3,500	70.00	_____
TOTAL SUPPLIES	40,500	46,000	5,500	13.58	_____
<u>CAPITAL OUTLAY</u>					
01.5031.54.1202 Landscaping	0	0	0	0.00	_____
01.5031.54.1300 Buildings	0	0	0	0.00	_____
01.5031.54.2500 Other	0	0	0	0.00	_____
TOTAL CAPITAL OUTLAY	0	0	0	0.00	_____
<u>OTHER COSTS</u>					
01.5031.57.3400 Stormwater Utility	820	0	(820)	100.00-	_____
01.5031.57.9000 Contingencies	0	950	950	0.00	_____
TOTAL OTHER COSTS	820	950	130	15.85	_____
TOTAL Buildings	133,320	127,950	(5,370)	4.03-	_____

Item # 1.

01 -GENERAL FUND
 General Government

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
PERSONAL SRVC & EMPL BEN					
01.5032.51.2100 Group Health Insurance	0	0	0	0.00	_____
01.5032.51.2400 Retirement	24,085	95,236	71,151	295.41	_____
01.5032.51.2600 Unemployment Claims	0	0	0	0.00	_____
01.5032.51.2700 Worker's Comp	0	0	0	0.00	_____
01.5032.51.2910 Medical Reimbursement Plan	0	0	0	0.00	_____
TOTAL PERSONAL SRVC & EMPL BEN	24,085	95,236	71,151	295.41	_____
PURCHASED/CONTRACTED SVC					
01.5032.52.1200 Professional Svcs	97,020	110,000	12,980	13.38	_____
01.5032.52.1210 Legal Service	125,000	130,000	5,000	4.00	_____
01.5032.52.1220 Audit Service	53,000	30,000	(23,000)	43.40-	_____
01.5032.52.1230 Code Revisions	10,000	7,000	(3,000)	30.00-	_____
01.5032.52.1300 Technical Services	17,000	16,000	(1,000)	5.88-	_____
01.5032.52.2160 Elections	0	25,000	25,000	0.00	_____
01.5032.52.2310 Land Rental	1,000	0	(1,000)	100.00-	_____
01.5032.52.3100 General Liability Premium	30,500	55,000	24,500	80.33	_____
01.5032.52.3102 Misfeasance Insurance	920	1,000	80	8.70	_____
01.5032.52.3103 Public Officials Insurance	15,549	16,000	451	2.90	_____
01.5032.52.3104 Employment Practices	10,000	10,000	0	0.00	_____
01.5032.52.3105 Cyber Liability Premium	3,500	3,500	0	0.00	_____
01.5032.52.3110 General Liability Deductible	5,000	5,000	0	0.00	_____
01.5032.52.3120 Workers Comp Adjustment	0	0	0	0.00	_____
01.5032.52.3200 Communications	7,000	4,500	(2,500)	35.71-	_____
01.5032.52.3300 Advertising	500	500	0	0.00	_____
01.5032.52.3310 Newsletter	0	0	0	0.00	_____
01.5032.52.3320 July 4th Parade	5,000	0	(5,000)	100.00-	_____
01.5032.52.3350 May Concert	0	0	0	0.00	_____
01.5032.52.3360 Special Events	0	1,000	1,000	0.00	_____
01.5032.52.3400 Printing & Binding	0	0	0	0.00	_____
01.5032.52.3500 Travel	1,500	1,500	0	0.00	_____
01.5032.52.3600 Dues & Fees	17,000	10,000	(7,000)	41.18-	_____
01.5032.52.3700 Education and Training	0	0	0	0.00	_____
01.5032.52.3900 Others	7,500	7,500	0	0.00	_____
01.5032.52.3901 COVID-19 RELATED	0	0	0	0.00	_____
01.5032.52.3902 COVID Relief - Gen Govt	0	0	0	0.00	_____
TOTAL PURCHASED/CONTRACTED SVC	406,989	433,500	26,511	6.51	_____
SUPPLIES					
01.5032.53.1103 Postage	0	0	0	0.00	_____
01.5032.53.1120 Computer Software	0	0	0	0.00	_____
01.5032.53.1600 Small Equipment	0	0	0	0.00	_____
01.5032.53.1700 Others Supplies	1,406	700	(706)	50.21-	_____
01.5032.53.1710 Holiday Expense	6,500	6,500	0	0.00	_____
01.5032.53.1720 Employee Luncheons	1,000	1,000	0	0.00	_____
01.5032.53.1730 Community Affairs	0	0	0	0.00	_____
01.5032.53.3370 Back to School Bash	0	0	0	0.00	_____
01.5032.53.3371 Granite Grasshopper Expenses	0	0	0	0.00	_____

Item # 1.

01 -GENERAL FUND
 General Government

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
01.5032.53.3380 At The Table	0	0	0	0.00	
TOTAL SUPPLIES	8,906	8,200	(706)	7.93-	
<u>CAPITAL OUTLAY</u>					
01.5032.54.1100 Acquisition of Property	0	0	0	0.00	
01.5032.54.2500 Other - Capital Outlay	0	0	0	0.00	
TOTAL CAPITAL OUTLAY	0	0	0	0.00	
<u>OTHER COSTS</u>					
01.5032.57.2108 School Beer & Wine Tax	0	0	0	0.00	
01.5032.57.2130 Payments to DDA	0	0	0	0.00	
01.5032.57.2131 Payments To Others - SMMA	0	0	0	0.00	
01.5032.57.3400 Stormwater Utility Fee	0	0	0	0.00	
01.5032.57.3500 Refunds	0	0	0	0.00	
01.5032.57.7208 interfund Trf To Fund 7 - 208	0	0	0	0.00	
01.5032.57.9000 Contingencies	24,631	0	(24,631)	100.00-	
01.5032.57.9005 Interfund Transfer To Fund 05	0	0	0	0.00	
01.5032.57.9007 interfund Trf to fund 7	0	0	0	0.00	
01.5032.57.9100 Rewards Fund	0	0	0	0.00	
01.5032.57.9900 Interfund Transfers	0	0	0	0.00	
01.5032.57.9902 Interfund Transfer - To Fund 2	36,747	127,575	90,828	247.17	
01.5032.57.9903 Interfund Transfer - To Fund 3	19,363	20,000	637	3.29	
01.5032.57.9905 Interfund Transfer To Fund 5	0	0	0	0.00	
01.5032.57.9907 Interfund Transfer - To Fund 7	0	0	0	0.00	
01.5032.57.9908 Interfund Transfer - To Fund 8	51,881	0	(51,881)	100.00-	
01.5032.57.9909 Interfund Transfer - To Fund 9	0	0	0	0.00	
01.5032.57.9911 Interfund Transfer To Fund 11	0	0	0	0.00	
01.5032.57.9920 Interfund Transfer -To Fund 20	214,318	175,750	(38,568)	18.00-	
01.5032.57.9999 MISC SUSPENSE-AUDITOR	0	0	0	0.00	
TOTAL OTHER COSTS	346,940	323,325	(23,615)	6.81-	
<u>DEBT SERVICE</u>					
01.5032.58.2001 INTEREST EXPENSE	0	0	0	0.00	
TOTAL DEBT SERVICE	0	0	0	0.00	
TOTAL General Government	786,920	860,261	73,341	9.32	

Item # 1.

01 -GENERAL FUND
 Court

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PERSONAL SRVC & EMPL BEN</u>					
01.5035.51.1100 Regular Employees	96,421	107,120	10,699	11.10	_____
01.5035.51.1101 Part-Time Employees	0	36,500	36,500	0.00	_____
01.5035.51.1102 Deferred Compensation 457(b)	0	60	60	0.00	_____
01.5035.51.1200 Judges	39,000	57,000	18,000	46.15	_____
01.5035.51.1300 Overtime	2,500	2,500	0	0.00	_____
01.5035.51.2100 Group Health Ins,	24,605	15,000	(9,605)	39.04-	_____
01.5035.51.2120 Disability (STD)	192	202	10	5.00	_____
01.5035.51.2130 Dental Insurance	600	630	30	5.00	_____
01.5035.51.2140 Life insurance	240	252	12	5.00	_____
01.5035.51.2150 Accident / Vision Ins.	0	0	0	0.00	_____
01.5035.51.2200 F.I.C.A.	8,143	6,815	(1,328)	16.31-	_____
01.5035.51.2300 Medicare	1,904	1,551	(353)	18.56-	_____
01.5035.51.2400 Retirement	0	0	0	0.00	_____
01.5035.51.2600 Unemployment - Court Services	0	0	0	0.00	_____
01.5035.51.2700 Worker's Comp	300	0	(300)	100.00-	_____
01.5035.51.2710 Workers Comp. Deductible	0	0	0	0.00	_____
TOTAL PERSONAL SRVC & EMPL BEN	173,905	227,630	53,724	30.89	_____
<u>PURCHASED/CONTRACTED SVC</u>					
01.5035.52.1100 Office/Administrative	0	0	0	0.00	_____
01.5035.52.1200 Professional Services	8,000	35,000	27,000	337.50	_____
01.5035.52.1210 Legal	0	0	0	0.00	_____
01.5035.52.1221 Solicitor	60,000	45,000	(15,000)	25.00-	_____
01.5035.52.1230 Court Appointed Attorney	3,000	3,000	0	0.00	_____
01.5035.52.1300 Technical Services	20,000	20,000	0	0.00	_____
01.5035.52.2210 Equipment Repair	1,000	1,000	0	0.00	_____
01.5035.52.3200 Communications	3,500	3,500	0	0.00	_____
01.5035.52.3400 Printing & Binding	200	100	(100)	50.00-	_____
01.5035.52.3500 Travel	6,797	5,000	(1,797)	26.44-	_____
01.5035.52.3501 Travel Judges	0	1,000	1,000	0.00	_____
01.5035.52.3600 Dues & Fees	500	500	0	0.00	_____
01.5035.52.3610 Court Appearance Fees	1,600	2,000	400	25.00	_____
01.5035.52.3700 Education & Training	710	700	(10)	1.41-	_____
01.5035.52.3701 Judicial Training	975	1,500	525	53.85	_____
01.5035.52.3930 Others	0	0	0	0.00	_____
TOTAL PURCHASED/CONTRACTED SVC	106,282	118,300	12,018	11.31	_____
<u>SUPPLIES</u>					
01.5035.53.1103 Postage	1,150	2,500	1,350	117.39	_____
01.5035.53.1110 Office Supplies	1,795	4,000	2,205	122.84	_____
01.5035.53.1120 Computer Software	0	0	0	0.00	_____
01.5035.53.1600 Small Equipment	500	2,000	1,500	300.00	_____
TOTAL SUPPLIES	3,445	8,500	5,055	146.73	_____
<u>CAPITAL OUTLAY</u>					
01.5035.54.2400 Computers	4,000	0	(4,000)	100.00-	_____
01.5035.54.2500 EQUIP - OTHER	0	0	0	0.00	_____
TOTAL CAPITAL OUTLAY	4,000	0	(4,000)	100.00-	_____

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01 -GENERAL FUND
 Court

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>OTHER COSTS</u>					
01.5035.57.2100 Peace Officer A&B Fund	0	0	0	0.00	_____
01.5035.57.2101 Peace Officer Training	0	0	0	0.00	_____
01.5035.57.2102 County Jail Fund	0	0	0	0.00	_____
01.5035.57.2103 Victims Assistance	0	0	0	0.00	_____
01.5035.57.2104 State Of Georgia	0	0	0	0.00	_____
01.5035.57.2105 Local Victim Assistance	0	0	0	0.00	_____
01.5035.57.2106 DHR Spinal Cord Fund	0	0	0	0.00	_____
01.5035.57.2107 Drug Abuse Treatment	0	0	0	0.00	_____
01.5035.57.2109 Indigent Defense Fees	0	0	0	0.00	_____
01.5035.57.2110 Drivers Education & Training	0	0	0	0.00	_____
01.5035.57.3100 Bond Refunds	32,000	0	(32,000)	100.00-	_____
01.5035.57.3300 Probation Refunds	0	0	0	0.00	_____
01.5035.57.9000 Contingencies	0	0	0	0.00	_____
TOTAL OTHER COSTS	<u>32,000</u>	<u>0</u>	<u>(32,000)</u>	<u>100.00-</u>	
TOTAL Court	319,632	354,430	34,797	10.89	

Item # 1.

01 -GENERAL FUND
 Public Safety

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PERSONAL SRVC & EMPL BEN</u>					
01.5040.51.1100 Regular Employees	1,295,660	1,264,223	(31,437)	2.43-	_____
01.5040.51.1101 Part Time Employees	29,182	0	(29,182)	100.00-	_____
01.5040.51.1102 Deferred Compensation 457(b)	10,000	0	(10,000)	100.00-	_____
01.5040.51.1103 Holiday Pay- Public Safety	0	20,000	20,000	0.00	_____
01.5040.51.1300 Overtime	50,000	50,000	0	0.00	_____
01.5040.51.2100 Group Health Ins.	192,093	201,698	9,605	5.00	_____
01.5040.51.2120 Disability (STD)	1,628	1,709	81	5.00	_____
01.5040.51.2130 Dental Insurance	5,472	5,745	273	4.99	_____
01.5040.51.2140 Life Insurance	2,256	2,369	113	5.00	_____
01.5040.51.2150 Accident / Vision Ins.	2,000	2,100	100	5.00	_____
01.5040.51.2200 F.I.C.A.	85,288	78,382	(6,906)	8.10-	_____
01.5040.51.2300 Medicare	19,933	18,331	(1,602)	8.04-	_____
01.5040.51.2400 Retirement	0	0	0	0.00	_____
01.5040.51.2600 Unemployment	0	0	0	0.00	_____
01.5040.51.2700 Worker's Comp.	50,000	0	(50,000)	100.00-	_____
01.5040.51.2710 Workers Comp. Deductible	2,000	2,000	0	0.00	_____
TOTAL PERSONAL SRVC & EMPL BEN	1,745,512	1,646,557	(98,955)	5.67-	_____
<u>PURCHASED/CONTRACTED SVC</u>					
01.5040.52.1200 Professional Svcs	11,625	7,700	(3,925)	33.76-	_____
01.5040.52.1300 Technical Services	5,200	4,000	(1,200)	23.08-	_____
01.5040.52.2100 Cleaning Service	0	0	0	0.00	_____
01.5040.52.2210 Equipment Repair Other	7,400	4,900	(2,500)	33.78-	_____
01.5040.52.2211 Radio Maintenance	2,000	2,500	500	25.00	_____
01.5040.52.2220 Vehicle Repair & Maintenance	32,500	34,000	1,500	4.62	_____
01.5040.52.2230 Building Repair & Maintenance	0	0	0	0.00	_____
01.5040.52.3102 Law Enforcement & Liability	57,831	57,831	0	0.00	_____
01.5040.52.3103 Vehicle Insurance	68,731	72,000	3,269	4.76	_____
01.5040.52.3110 General Liability Deductible	3,724	4,900	1,176	31.58	_____
01.5040.52.3200 Communications	23,300	12,020	(11,280)	48.41-	_____
01.5040.52.3210 Website	0	0	0	0.00	_____
01.5040.52.3360 Special Events	3,000	3,000	0	0.00	_____
01.5040.52.3400 Printing & Binding	2,915	2,915	0	0.00	_____
01.5040.52.3500 Travel	5,950	6,500	550	9.24	_____
01.5040.52.3550 Meeting & Conventions	3,150	7,175	4,025	127.78	_____
01.5040.52.3600 Dues & Fees	1,200	4,060	2,860	238.33	_____
01.5040.52.3700 Education & Training	8,800	12,200	3,400	38.64	_____
01.5040.52.3900 Other Purchased Services	79,654	0	(79,654)	100.00-	_____
01.5040.52.3910 Pre-employment Expense	2,450	2,000	(450)	18.37-	_____
TOTAL PURCHASED/CONTRACTED SVC	319,430	237,701	(81,729)	25.59-	_____
<u>SUPPLIES</u>					
01.5040.53.1005 Special Program Supplies	2,750	750	(2,000)	72.73-	_____
01.5040.53.1103 Postage	600	600	0	0.00	_____
01.5040.53.1106 Ammunition	3,950	0	(3,950)	100.00-	_____
01.5040.53.1110 Office Supplies	3,500	3,500	0	0.00	_____
01.5040.53.1120 Computer Software	0	0	0	0.00	_____

Item # 1.

01 -GENERAL FUND
 Public Safety

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
01.5040.53.1210 Water	0	0	0	0.00	
01.5040.53.1220 Natural Gas	0	0	0	0.00	
01.5040.53.1230 Electricity/Bldg	0	0	0	0.00	
01.5040.53.1240 Bottled Water	0	0	0	0.00	
01.5040.53.1270 Gasoline	60,000	62,500	2,500	4.17	
01.5040.53.1600 Small Equipment	2,500	0	(2,500)	100.00-	
01.5040.53.1700 Other Supplies	5,500	3,500	(2,000)	36.36-	
01.5040.53.1800 Uniforms	23,400	17,600	(5,800)	24.79-	
TOTAL SUPPLIES	102,200	88,450	(13,750)	13.45-	
CAPITAL OUTLAY					
01.5040.54.2200 Vehicles	0	0	0	0.00	
01.5040.54.2400 Computer	0	0	0	0.00	
01.5040.54.2500 Others	0	0	0	0.00	
TOTAL CAPITAL OUTLAY	0	0	0	0.00	
OTHER COSTS					
01.5040.57.9000 Contingencies	0	0	0	0.00	
TOTAL OTHER COSTS	0	0	0	0.00	
TOTAL Public Safety	2,167,142	1,972,708	(194,434)	8.97-	

Item # 1.

01 -GENERAL FUND
 Public Works

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PERSONAL SRVC & EMPL BEN</u>					
01.5050.51.1100 Regular Employees	239,164	512,950	273,786	114.48	_____
01.5050.51.1101 Part Time Employees	32,136	0	(32,136)	100.00-	_____
01.5050.51.1102 Deferred Compensation 457(b)	0	0	0	0.00	_____
01.5050.51.1300 Overtime	1,800	3,000	1,200	66.67	_____
01.5050.51.2100 Group health Ins.	21,000	25,000	4,000	19.05	_____
01.5050.51.2120 Disability (STD)	496	520	24	4.84	_____
01.5050.51.2130 Dental Insurance	1,239	1,400	161	12.99	_____
01.5050.51.2140 Life Insurance	496	530	34	6.85	_____
01.5050.51.2150 ACCIDENT / VISION INS	0	0	0	0.00	_____
01.5050.51.2200 F.I.C.A.	16,951	31,803	14,852	87.62	_____
01.5050.51.2300 Medicare	3,964	7,438	3,474	87.63	_____
01.5050.51.2400 Retirement	0	0	0	0.00	_____
01.5050.51.2700 Worker's Comp.	0	0	0	0.00	_____
01.5050.51.2710 Workers Comp. Deductible	0	0	0	0.00	_____
TOTAL PERSONAL SRVC & EMPL BEN	317,246	582,641	265,395	83.66	_____
<u>PURCHASED/CONTRACTED SVC</u>					
01.5050.52.1200 Professional Services	15,000	15,000	0	0.00	_____
01.5050.52.1300 Technical Services	0	1,000	1,000	0.00	_____
01.5050.52.2110 Disposal	750	750	0	0.00	_____
01.5050.52.2141 Tree Removal	10,000	10,000	0	0.00	_____
01.5050.52.2210 Equipment Maintenance	7,500	7,500	0	0.00	_____
01.5050.52.2211 Radio Maintenance	0	0	0	0.00	_____
01.5050.52.2220 Vehicle Repair & Maintenance	10,000	7,500	(2,500)	25.00-	_____
01.5050.52.2230 Building Repair & Maintenance	0	1,000	1,000	0.00	_____
01.5050.52.2250 Street Repair & Maintenance	27,000	0	(27,000)	100.00-	_____
01.5050.52.2251 LMIG Street Repairs	74,200	70,000	(4,200)	5.66-	_____
01.5050.52.2252 Traffic Calming Program	0	12,000	12,000	0.00	_____
01.5050.52.2300 Rental	8,000	6,500	(1,500)	18.75-	_____
01.5050.52.2310 Land & Building Rental	0	0	0	0.00	_____
01.5050.52.3101 Property Insurance	0	0	0	0.00	_____
01.5050.52.3103 Vehicle Insuranc e	0	0	0	0.00	_____
01.5050.52.3200 Communication	5,000	0	(5,000)	100.00-	_____
01.5050.52.3500 Travel	1,500	1,500	0	0.00	_____
01.5050.52.3600 Dues & Fees	500	500	0	0.00	_____
01.5050.52.3700 Education & Training	3,200	5,000	1,800	56.25	_____
01.5050.52.3850 Contract Labor	0	0	0	0.00	_____
01.5050.52.3853 Landfill Fees	1,500	1,500	0	0.00	_____
TOTAL PURCHASED/CONTRACTED SVC	164,150	139,750	(24,400)	14.86-	_____
<u>SUPPLIES</u>					
01.5050.53.1100 General Supplies Other	5,000	5,000	0	0.00	_____
01.5050.53.1110 Office Supplies	400	0	(400)	100.00-	_____
01.5050.53.1120 Computer Software	4,200	4,200	0	0.00	_____
01.5050.53.1150 Sign	2,500	0	(2,500)	100.00-	_____
01.5050.53.1210 Water	500	500	0	0.00	_____
01.5050.53.1220 Natural Gas	0	0	0	0.00	_____

Item # 1.

01 -GENERAL FUND
 Public Works

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
01.5050.53.1230 Electricity/Bldg	0	2,500	2,500	0.00	_____
01.5050.53.1231 Electricity for Streetlights	93,600	100,000	6,400	6.84	_____
01.5050.53.1270 Gasoline	10,000	10,000	0	0.00	_____
01.5050.53.1600 Small Equipment	6,500	5,000	(1,500)	23.08-	_____
01.5050.53.1601 Radios	0	0	0	0.00	_____
01.5050.53.1700 Other Supplies	3,000	3,500	500	16.67	_____
01.5050.53.1800 Uniforms	10,500	14,000	3,500	33.33	_____
TOTAL SUPPLIES	136,200	144,700	8,500	6.24	_____
<u>CAPITAL OUTLAY</u>					
01.5050.54.1300 Building	0	0	0	0.00	_____
01.5050.54.2200 Vehicles	0	0	0	0.00	_____
01.5050.54.2400 Computers	0	0	0	0.00	_____
01.5050.54.2500 Equipment	0	0	0	0.00	_____
TOTAL CAPITAL OUTLAY	0	0	0	0.00	_____
<u>OTHER COSTS</u>					
01.5050.57.9000 Contingencies	0	0	0	0.00	_____
TOTAL OTHER COSTS	0	0	0	0.00	_____
<hr/>					
TOTAL Public Works	617,596	867,091	249,495	40.40	

Item # 1.

01 -GENERAL FUND
 Parks

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PERSONAL SRVC & EMPL BEN</u>					
01.5060.51.1100 Regular Employees	0	0	0	0.00	_____
01.5060.51.1101 Part Time Employees	0	0	0	0.00	_____
01.5060.51.2100 Group Health Ins.	0	0	0	0.00	_____
01.5060.51.2120 Disability (STD)	0	0	0	0.00	_____
01.5060.51.2130 Dental Insurance	0	0	0	0.00	_____
01.5060.51.2200 F.I.C.A.	0	0	0	0.00	_____
01.5060.51.2300 Medicare	0	0	0	0.00	_____
01.5060.51.2400 Retirement	0	0	0	0.00	_____
01.5060.51.2700 Workers Comp	0	0	0	0.00	_____
01.5060.51.2710 Workers Comp. Deductible	0	0	0	0.00	_____
TOTAL PERSONAL SRVC & EMPL BEN	0	0	0	0.00	_____
<u>PURCHASED/CONTRACTED SVC</u>					
01.5060.52.1240 Youth Services	5,000	5,000	0	0.00	_____
01.5060.52.2110 Disposal	500	0	(500)	100.00-	_____
01.5060.52.2120 Sanitation Services	0	0	0	0.00	_____
01.5060.52.2141 Tree Removal	10,000	0	(10,000)	100.00-	_____
01.5060.52.2210 Equipment Repair	2,000	1,500	(500)	25.00-	_____
01.5060.52.2230 Building Repair	5,000	5,000	0	0.00	_____
01.5060.52.2240 Park Repairs & Maintenance	28,000	0	(28,000)	100.00-	_____
01.5060.52.3101 Building Insurance	0	0	0	0.00	_____
TOTAL PURCHASED/CONTRACTED SVC	50,500	11,500	(39,000)	77.23-	_____
<u>SUPPLIES</u>					
01.5060.53.1210 Water	1,200	1,000	(200)	16.67-	_____
01.5060.53.1220 Natural Gas	0	0	0	0.00	_____
01.5060.53.1231 Electricity for Parks	4,150	6,500	2,350	56.63	_____
01.5060.53.1600 Small Equipment	0	0	0	0.00	_____
01.5060.53.1700 Other Supplies	500	0	(500)	100.00-	_____
TOTAL SUPPLIES	5,850	7,500	1,650	28.21	_____
<u>CAPITAL OUTLAY</u>					
01.5060.54.1200 Site Improvement	0	0	0	0.00	_____
01.5060.54.2300 Furniture & Fixtures	0	0	0	0.00	_____
01.5060.54.2310 McCurdy Park - Rebuild	0	0	0	0.00	_____
TOTAL CAPITAL OUTLAY	0	0	0	0.00	_____
<u>OTHER COSTS</u>					
01.5060.57.3400 Stormwater Utility	2,200	2,200	0	0.00	_____
01.5060.57.9000 Contingencies	0	0	0	0.00	_____
TOTAL OTHER COSTS	2,200	2,200	0	0.00	_____
<u>OTHER FINANCING USES</u>					
01.5060.61.9001	0	0	0	0.00	_____
01.5060.61.9002 Community Garden Costs	1,500	3,000	1,500	100.00	_____
TOTAL OTHER FINANCING USES	1,500	3,000	1,500	100.00	_____
TOTAL Parks	60,050	24,200	(35,850)	59.70-	

Item # 1.

01 -GENERAL FUND
 Debt Service

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>DEBT SERVICE</u>					
01.5080.58.1225 Capital Lease PD 4	0	0	0	0.00	_____
01.5080.58.1226 Capital Lease PD 5	0	0	0	0.00	_____
01.5080.58.1227 Capital Lease PD 6	0	0	0	0.00	_____
01.5080.58.1229 Capital Lease PD 8	0	0	0	0.00	_____
01.5080.58.1230 Capital Lease PD 9	0	0	0	0.00	_____
01.5080.58.1233 Capital Lease Hwy / Street	0	0	0	0.00	_____
01.5080.58.1234 Capital Lease Hwy / Street 4	0	0	0	0.00	_____
01.5080.58.1235 Capital Lease Hwy / Street 5	0	0	0	0.00	_____
01.5080.58.1237 Capital Lease Telephone	0	0	0	0.00	_____
01.5080.58.1238 Capital Lease PD (2010)	0	0	0	0.00	_____
01.5080.58.1239 Capital Lease 2010 PD Equip	0	0	0	0.00	_____
01.5080.58.1240 Capital Lease 2011 Cars	0	0	0	0.00	_____
01.5080.58.1241 Capital Lease City Hall	86,275	88,484	2,209	2.56	_____
01.5080.58.1242 Capital Lease 2012 Comp Equip	0	0	0	0.00	_____
01.5080.58.1243 Cap Lease 2012 Sound/AV Equip	0	0	0	0.00	_____
01.5080.58.1244 Capital Lease - 2013 Cars	0	0	0	0.00	_____
01.5080.58.1245 Lease Principal - 2014 PD Cars	0	0	0	0.00	_____
01.5080.58.1246 Cap Lease - 2015 Code Ofc Trck	0	0	0	0.00	_____
01.5080.58.1247 Cap Lease-PD Lic Tag Reader	0	0	0	0.00	_____
01.5080.58.1248 Cap Lease-Unmarked PD Car	0	0	0	0.00	_____
01.5080.58.1249 Cap Lease-2015 PD Patrol Cars	0	0	0	0.00	_____
01.5080.58.1250 Cap Lease - PW Trucks	0	0	0	0.00	_____
01.5080.58.1251 Cap Lease-PD Digital Copier	0	0	0	0.00	_____
01.5080.58.1252 Cap Lease - 2015 Vehicles	0	0	0	0.00	_____
01.5080.58.1253 Cap Lease - 2017 Vehicles	0	0	0	0.00	_____
01.5080.58.1254 Principle - 2017 Copier Lease	0	0	0	0.00	_____
01.5080.58.1255 Cap Lease - 2018 Vehicle	0	0	0	0.00	_____
01.5080.58.1256 Cap Lease - 2019 Chipper	0	0	0	0.00	_____
01.5080.58.1257 FORD INT SUV POLICE CARS-PRIN	0	0	0	0.00	_____
01.5080.58.1258 Principal - 2020 Vehicles	0	0	0	0.00	_____
01.5080.58.1259 Capital Lease - 2021 Vehicles	23,031	5,861	(17,170)	74.55-	_____
01.5080.58.1260 Cap Lease - 2021 #2 Vehicles	14,920	0	(14,920)	100.00-	_____
01.5080.58.1261 CAP LEASE - 22 VEHICLES/GENERA	27,509	28,355	846	3.08	_____
01.5080.58.1262 2024 Vehicle Leases- 6 vehicle	0	60,000	60,000	0.00	_____
01.5080.58.1999 Lease Payments - PRINCIPAL	0	0	0	0.00	_____
01.5080.58.2225 Interest PD 4	0	0	0	0.00	_____
01.5080.58.2226 Interest PD 5	0	0	0	0.00	_____
01.5080.58.2227 Interest PD 6	0	0	0	0.00	_____
01.5080.58.2229 Interest PD 8	0	0	0	0.00	_____
01.5080.58.2230 Interest PD 9 Equip	0	0	0	0.00	_____
01.5080.58.2233 Interst Hwy & Street 3	0	0	0	0.00	_____
01.5080.58.2234 Interest Hwy & Street 4	0	0	0	0.00	_____
01.5080.58.2235 Interest Hwy & Street 5	0	0	0	0.00	_____
01.5080.58.2237 Interest Telephone	0	0	0	0.00	_____
01.5080.58.2238 Interst PD 2010	0	0	0	0.00	_____
01.5080.58.2239 Interest 2010 PD Equip	0	0	0	0.00	_____
01.5080.58.2240 Interest 2011 Cars	0	0	0	0.00	_____

Item # 1.

01 -GENERAL FUND
 Debt Service

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
01.5080.58.2241 Interest City Hall	19,336	17,128	(2,208)	11.42-	
01.5080.58.2242 Interest 2012 Comp Equip	0	0	0	0.00	
01.5080.58.2243 Interest 2012 Sound/AV Equip	0	0	0	0.00	
01.5080.58.2244 Interest - 2013 Cars	0	0	0	0.00	
01.5080.58.2245 Lease Interest - 2014 PD Cars	0	0	0	0.00	
01.5080.58.2246 Interest - 2015 Code Ofc Truck	0	0	0	0.00	
01.5080.58.2247 Interest - PD Lic Tag Reader	0	0	0	0.00	
01.5080.58.2248 interest - Unmarked PD Car	0	0	0	0.00	
01.5080.58.2249 Interest - 2015 PD Patrol Cars	0	0	0	0.00	
01.5080.58.2250 Interest - PW Trucks	0	0	0	0.00	
01.5080.58.2251 interest - PD Digital copier	0	0	0	0.00	
01.5080.58.2252 Lease Int - 2015 Vehicles	0	0	0	0.00	
01.5080.58.2253 Interest - 2017 Vehicles	0	0	0	0.00	
01.5080.58.2254 Interest - 2017 Copier Lease	0	0	0	0.00	
01.5080.58.2255 Interest - 2018 Vehicle	0	0	0	0.00	
01.5080.58.2256 Interest - 2019 Chipper	0	0	0	0.00	
01.5080.58.2257 FORD INT SUV POLICE CARS-INTER	0	0	0	0.00	
01.5080.58.2258 Interest - 2020 Vehicles	0	0	0	0.00	
01.5080.58.2259 Lease Interest - 2021 Vehicles	520	28	(492)	94.62-	
01.5080.58.2260 Lease Int - 2021 #2 Vehicles	187	0	(187)	100.00-	
01.5080.58.2261 INTEREST - 22 VEHICLES/GENERAT	1,974	1,130	(844)	42.77-	
01.5080.58.2999 Lease Payments - INTEREST	0	0	0	0.00	
TOTAL DEBT SERVICE	173,753	200,986	27,233	15.67	
TOTAL Debt Service	173,753	200,986	27,233	15.67	
TOTAL EXPENDITURES	5,767,107	5,986,280	219,173	3.80	
REVENUE OVER/(UNDER) EXPENDITURES	(69,775)	0	69,775	100.00-	

Item # 1.

02 -VISITOR CENTER

REVENUES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
Non-Departmental					
=====					
<u>TAXES</u>					
02.3000.31.4100 Hotel/Motel Tax	10,063	25,000	14,937	148.43	_____
02.3000.31.4101 Hotel Tax - Online Bookings	<u>0</u>	<u>2,500</u>	<u>2,500</u>	<u>0.00</u>	_____
TOTAL TAXES	10,063	27,500	17,437	173.28	_____
<u>LICENSES & PERMITS</u>					
02.3000.32.2260 Film Permits	<u>2,000</u>	<u>15,000</u>	<u>13,000</u>	<u>650.00</u>	_____
TOTAL LICENSES & PERMITS	2,000	15,000	13,000	650.00	_____
<u>INTERGOVERNMENTAL REVENUES</u>					
02.3000.33.4115 DCVB Grant	0	0	0	0.00	_____
02.3000.33.4116 SMMA	<u>9,000</u>	<u>0</u>	<u>(9,000)</u>	<u>100.00-</u>	_____
TOTAL INTERGOVERNMENTAL REVENUES	9,000	0	(9,000)	100.00-	_____
<u>CONTRIBUTIONS-PRIVATE SOURCES</u>					
02.3000.37.1002 Contributions-Private Sources	0	0	0	0.00	_____
02.3000.37.1003 Event Revenue	2,500	0	(2,500)	100.00-	_____
02.3000.37.1004 Contributions - MSSM	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>	_____
TOTAL CONTRIBUTIONS-PRIVATE SOURCES	2,500	0	(2,500)	100.00-	_____
<u>MISCELLANEOUS REVENUE</u>					
02.3000.38.9300 MISCELLANEOUS REVENUE	0	1,000	1,000	0.00	_____
02.3000.38.9301 Komen 3 Day Walk	0	0	0	0.00	_____
02.3000.38.9304 Farmer's Market Fees	0	0	0	0.00	_____
02.3000.38.9306 Car Show Fees	1,000	0	(1,000)	100.00-	_____
02.3000.38.9309 Snack Sales	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>	_____
TOTAL MISCELLANEOUS REVENUE	1,000	1,000	0	0.00	_____
<u>OTHER FINANCING SOURCES</u>					
02.3000.39.1100 Interfund Transfer General Fun	<u>36,747</u>	<u>127,575</u>	<u>90,828</u>	<u>247.17</u>	_____
TOTAL OTHER FINANCING SOURCES	36,747	127,575	90,828	247.17	_____
<hr/>					
TOTAL Non-Departmental	61,310	171,075	109,765	179.03	_____
<hr/>					
TOTAL REVENUES	<u>61,310</u>	<u>171,075</u>	<u>109,765</u>	<u>179.03</u>	=====

Item # 1.

02 -VISITOR CENTER
Visitors Center

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PERSONAL SRVC & EMPL BEN</u>					
02.5075.51.1100 Full-time Employees	0	50,000	50,000	0.00	_____
02.5075.51.1101 Part Time Employees	45,000	0	(45,000)	100.00-	_____
02.5075.51.2200 F.I.C.A.	2,775	3,100	325	11.71	_____
02.5075.51.2300 Medicare	650	725	75	11.54	_____
02.5075.51.2600 Unemployment - Visitors Center	0	0	0	0.00	_____
02.5075.51.2700 Worker's Comp	0	0	0	0.00	_____
TOTAL PERSONAL SRVC & EMPL BEN	48,425	53,825	5,400	11.15	_____
<u>PURCHASED/CONTRACTED SVC</u>					
02.5075.52.1200 Professional Services	250	250	0	0.00	_____
02.5075.52.2220 Promotions Visitor Center	0	0	0	0.00	_____
02.5075.52.2230 Building Repairs	800	500	(300)	37.50-	_____
02.5075.52.3200 Communications	1,100	1,000	(100)	9.09-	_____
02.5075.52.3300 Advertising	1,500	1,000	(500)	33.33-	_____
02.5075.52.3340 Payment to Visitor Center	0	0	0	0.00	_____
02.5075.52.3360 Special Events	500	26,000	25,500	5,100.00	_____
02.5075.52.3400 Printing & Binding	2,500	2,000	(500)	20.00-	_____
02.5075.52.3500 Travel	800	1,000	200	25.00	_____
02.5075.52.3550 Meetings & Conventions	800	1,500	700	87.50	_____
02.5075.52.3600 Dues & Fees	0	4,000	4,000	0.00	_____
02.5075.52.3700 Education & Training	0	2,000	2,000	0.00	_____
02.5075.52.3900 Other	4,260	0	(4,260)	100.00-	_____
TOTAL PURCHASED/CONTRACTED SVC	12,510	39,250	26,740	213.75	_____
<u>SUPPLIES</u>					
02.5075.53.1103 Postage & Delivery	50	50	0	0.00	_____
02.5075.53.1110 Office Supplies	250	250	0	0.00	_____
02.5075.53.1230 Electicity/Bldg	1,100	1,000	(100)	9.09-	_____
02.5075.53.1600 Small Equipment	500	500	0	0.00	_____
02.5075.53.1700 Other Supplies	1,000	1,200	200	20.00	_____
TOTAL SUPPLIES	2,900	3,000	100	3.45	_____
<u>CAPITAL OUTLAY</u>					
02.5075.54.2400 Computers	0	0	0	0.00	_____
02.5075.54.2500 Capital Outlay - Computers	0	0	0	0.00	_____
TOTAL CAPITAL OUTLAY	0	0	0	0.00	_____
<u>OTHER COSTS</u>					
02.5075.57.3400 Stormwater Utility	0	0	0	0.00	_____
02.5075.57.9000 Contingencies-	0	0	0	0.00	_____
TOTAL OTHER COSTS	0	0	0	0.00	_____
<u>OTHER FINANCING USES</u>					
02.5075.61.9001 Komen 3 Day Walk	0	0	0	0.00	_____
02.5075.61.9002 Discover DeKalb BikeTourism	0	0	0	0.00	_____
02.5075.61.9003 Tourism Development Visit	0	0	0	0.00	_____
02.5075.61.9004 Farmer's Market Costs	0	0	0	0.00	_____

Item # 1.

02 -VISITOR CENTER
 Visitors Center

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
02.5075.61.9005 Christmas Parade	7,500	7,500	0	0.00	
02.5075.61.9006 Car Show Costs	0	0	0	0.00	
02.5075.61.9007 Trunk or Treat Costs	400	4,000	3,600	900.00	
02.5075.61.9008 Snack Sales	0	0	0	0.00	
02.5075.61.9009 BACK TO SCHOOL	7,500	10,000	2,500	33.33	
02.5075.61.9010 Farmers Market Lead Program	0	0	0	0.00	
02.5075.61.9011 Juneteenth Event	7,500	9,000	1,500	20.00	
02.5075.61.9012 MLK Events	6,000	6,000	0	0.00	
02.5075.61.9013 Veterans Day Program	5,000	5,000	0	0.00	
02.5075.61.9014 Stone Mountain Day	1,500	1,500	0	0.00	
02.5075.61.9015 185th Birthday Celebration	2,000	0	(2,000)	100.00-	
02.5075.61.9016 Rockborough Back to School	1,500	0	(1,500)	100.00-	
02.5075.61.9017 July 4th Celebration	5,000	10,000	5,000	100.00	
02.5075.61.9018 Senior Citizens Gift Bags	2,000	2,000	0	0.00	
02.5075.61.9019 Mutts on Main	0	4,000	4,000	0.00	
02.5075.61.9020 Music of the Souls	0	8,000	8,000	0.00	
02.5075.61.9021 Carribean Fest	0	8,000	8,000	0.00	
TOTAL OTHER FINANCING USES	45,900	75,000	29,100	63.40	
<hr/>					
TOTAL Visitors Center	109,735	171,075	61,340	55.90	
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TOTAL EXPENDITURES	109,735	171,075	61,340	55.90	
<hr/>					
REVENUE OVER/(UNDER) EXPENDITURES	(48,425)	0	48,425	100.00-	

Item # 1.

06 -CONFISCATED ASSETS

REVENUES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
Non-Departmental =====					
<u>FINES & FORFEITURES</u>					
06.3000.35.1320 Asset Forfeitures	500	500	0	0.00	
TOTAL FINES & FORFEITURES	500	500	0	0.00	
<u>OTHER FINANCING SOURCES</u>					
06.3000.39.1100 Interfund Transfer General Fun	0	0	0	0.00	
06.3000.39.1101 CONFISCATED ASSETS RESERVE	0	0	0	0.00	
TOTAL OTHER FINANCING SOURCES	0	0	0	0.00	
<hr/>					
TOTAL Non-Departmental	500	500	0	0.00	
<hr/>					
TOTAL REVENUES	500	500	0	0.00	
	=====	=====	=====	=====	=====

Item # 1.

06 -CONFISCATED ASSETS
 Confiscated Assets

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PURCHASED/CONTRACTED SVC</u>					
06.5100.52.1100 Administrative Services	0	0	0	0.00	_____
06.5100.52.2220 VEHICLE MAINT & REPAIR	0	0	0	0.00	_____
TOTAL PURCHASED/CONTRACTED SVC	0	0	0	0.00	_____
<u>SUPPLIES</u>					
06.5100.53.1700 Other Supplies	0	0	0	0.00	_____
06.5100.53.1800 Uniforms	0	0	0	0.00	_____
TOTAL SUPPLIES	0	0	0	0.00	_____
<u>CAPITAL OUTLAY</u>					
06.5100.54.2500 Other Equipment	0	0	0	0.00	_____
TOTAL CAPITAL OUTLAY	0	0	0	0.00	_____
<u>OTHER COSTS</u>					
06.5100.57.2200 Court Costs	0	0	0	0.00	_____
06.5100.57.2201 District Attorney Fees	0	0	0	0.00	_____
06.5100.57.2202 Firearms Training	0	0	0	0.00	_____
06.5100.57.9000 Contingencies	500	500	0	0.00	_____
TOTAL OTHER COSTS	500	500	0	0.00	_____
<hr/>					
TOTAL Confiscated Assets	500	500	0	0.00	
<hr/>					
TOTAL EXPENDITURES	500	500	0	0.00	=====
<hr/>					
REVENUE OVER/(UNDER) EXPENDITURES	0	0	0	0.00	=====

Item # 1.

08 -STORM WATER

REVENUES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
Non-Departmental =====					
<u>INTERGOVERNMENTAL REVENUES</u>					
08.3000.33.1100 FEDERAL GRANTS	0	0	0	0.00	_____
08.3000.33.1317 STDDT05 MTN VILLAGE	0	0	0	0.00	_____
08.3000.33.1321 STDMR04 ZACHARY TO RIDGE	0	0	0	0.00	_____
TOTAL INTERGOVERNMENTAL REVENUES	0	0	0	0.00	_____
<u>CHARGES FOR SERVICE</u>					
08.3000.34.4260 Stormwater Utility	149,035	103,500	(45,535)	30.55-	_____
08.3000.34.4261 Stormwater Utility Prior Years	0	0	0	0.00	_____
TOTAL CHARGES FOR SERVICE	149,035	103,500	(45,535)	30.55-	_____
<u>OTHER FINANCING SOURCES</u>					
08.3000.39.1100 Interfund Transfer General Fun	51,881	0	(51,881)	100.00-	_____
08.3000.39.1101 STORMWATER FUND RESERVE	0	0	0	0.00	_____
TOTAL OTHER FINANCING SOURCES	51,881	0	(51,881)	100.00-	_____
<hr/>					
TOTAL Non-Departmental	200,916	103,500	(97,416)	48.49-	_____
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TOTAL REVENUES	200,916	103,500	(97,416)	48.49-	=====

Item # 1.

08 -STORM WATER
 Stormwater

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PERSONAL SRVC & EMPL BEN</u>					
08.5056.51.1100 Regular Employees	17,628	79,569	61,941	351.38	_____
08.5056.51.1101 Part-time Employees	4,037	0	(4,037)	100.00-	_____
08.5056.51.2100 Group Health Insurance	4,172	4,500	328	7.86	_____
08.5056.51.2120 Disability (STD)	0	80	80	0.00	_____
08.5056.51.2130 Dental Insurance - STWTR	0	1,200	1,200	0.00	_____
08.5056.51.2140 Life Insurance	0	120	120	0.00	_____
08.5056.51.2150 Accident / Vision Ins.	0	450	450	0.00	_____
08.5056.51.2200 F.I.C.A.	1,342	4,933	3,591	267.61	_____
08.5056.51.2300 Medicare	313	1,154	841	268.61	_____
08.5056.51.2700 Workers' Compensation	0	0	0	0.00	_____
08.5056.51.2710 Workers Comp Deductible	0	0	0	0.00	_____
TOTAL PERSONAL SRVC & EMPL BEN	27,492	92,006	64,514	234.66	_____
<u>PURCHASED/CONTRACTED SVC</u>					
08.5056.52.1100 Administrative Services	0	0	0	0.00	_____
08.5056.52.1300 Technical	48,424	2,000	(46,424)	95.87-	_____
08.5056.52.2200 Repair & Maintenance	125,000	0	(125,000)	100.00-	_____
08.5056.52.3300 Advertising	0	0	0	0.00	_____
08.5056.52.3500 Travel	0	2,000	2,000	0.00	_____
08.5056.52.3700 Education & Training	0	1,000	1,000	0.00	_____
TOTAL PURCHASED/CONTRACTED SVC	173,424	5,000	(168,424)	97.12-	_____
<u>SUPPLIES</u>					
08.5056.53.1100 General Supplies	0	2,800	2,800	0.00	_____
08.5056.53.1110 Office Supplies	0	0	0	0.00	_____
08.5056.53.1700 Other Supplies	0	0	0	0.00	_____
TOTAL SUPPLIES	0	2,800	2,800	0.00	_____
<u>CAPITAL OUTLAY</u>					
08.5056.54.3000 Intangible Assets	0	0	0	0.00	_____
TOTAL CAPITAL OUTLAY	0	0	0	0.00	_____
<u>DEPRECIATION & AMORTIZ</u>					
08.5056.56.1000 Depreciation Expense	0	0	0	0.00	_____
TOTAL DEPRECIATION & AMORTIZ	0	0	0	0.00	_____
<u>OTHER COSTS</u>					
08.5056.57.9000 Contingencies	0	3,694	3,694	0.00	_____
TOTAL OTHER COSTS	0	3,694	3,694	0.00	_____
TOTAL Stormwater	200,916	103,500	(97,416)	48.49-	_____
TOTAL EXPENDITURES	200,916	103,500	(97,416)	48.49-	=====
REVENUE OVER/(UNDER) EXPENDITURES	0	0	0	0.00	=====

Item # 1.

09 -SPLOST I

REVENUES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>SPLOST (2017)</u> =====					
<u>INTERGOVERNMENTAL REVENUES</u>					
09.3209.33.1100 Interfund Transfer (SPLOST)	0	0	0	0.00	_____
09.3209.33.7100 SPLOST FUNDS- Revenue	<u>250,000</u>	<u>0</u>	<u>(250,000)</u>	<u>100.00-</u>	<u>_____</u>
TOTAL INTERGOVERNMENTAL REVENUES	250,000	0	(250,000)	100.00-	
<u>INVESTMENT INCOME</u>					
09.3209.36.1000 FUND 09 INTEREST REVENUE	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>_____</u>
TOTAL INVESTMENT INCOME	0	0	0	0.00	
<u>OTHER FINANCING SOURCES</u>					
09.3209.39.1301 Restricted-Other Police Equipm	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>_____</u>
TOTAL OTHER FINANCING SOURCES	0	0	0	0.00	
<hr/>					
TOTAL SPLOST (2017)	250,000	0	(250,000)	100.00-	
<hr/>					
TOTAL REVENUES	<u>250,000</u>	<u>0</u>	<u>(250,000)</u>	<u>100.00-</u>	<u>=====</u>

Item # 1.

09 -SPLOST I
 SPLOST (2017)

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PURCHASED/CONTRACTED SVC</u>					
09.5209.52.1200 Professional Engineering	0	0	0	0.00	
TOTAL PURCHASED/CONTRACTED SVC	0	0	0	0.00	
<u>CAPITAL OUTLAY</u>					
09.5209.54.1209 Hardscape	0	0	0	0.00	
09.5209.54.1309 Buildings & Bldg. Improvements	0	0	0	0.00	
09.5209.54.1401 Traffic Signals/Signs/Crswalks	0	0	0	0.00	
09.5209.54.1409 Infrastructure	0	0	0	0.00	
09.5209.54.2400 Police Vehicles/Equipment	0	0	0	0.00	
09.5209.54.2500 Other Equipment	0	0	0	0.00	
TOTAL CAPITAL OUTLAY	0	0	0	0.00	
<u>OTHER COSTS</u>					
09.5209.57.1009 Intergov Fire Station - SPLOST	0	0	0	0.00	
09.5209.57.9000 Contingencies	250,000	0	(250,000)	100.00-	
TOTAL OTHER COSTS	250,000	0	(250,000)	100.00-	
<u>DEBT SERVICE</u>					
09.5209.58.1253 Cap Lease - 2017 Vehicles	0	0	0	0.00	
09.5209.58.2253 Int - 2017 Vehicles	0	0	0	0.00	
TOTAL DEBT SERVICE	0	0	0	0.00	
<hr/>					
TOTAL SPLOST (2017)	250,000	0	(250,000)	100.00-	
<hr/>					
TOTAL EXPENDITURES	250,000	0	(250,000)	100.00-	
<hr/>					
REVENUE OVER/(UNDER) EXPENDITURES	0	0	0	0.00	
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Item # 1.

12 -ARPA

REVENUES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<hr/>					
ARPA =====					
<u>INTERGOVERNMENTAL REVENUES</u>					
12.3212.33.1150 Federal ARPA Grant	0	0	0	0.00	
TOTAL INTERGOVERNMENTAL REVENUES	0	0	0	0.00	
<u>INVESTMENT INCOME</u>					
12.3212.36.1000 ARPA Interest	500	0	(500)	100.00-	
TOTAL INVESTMENT INCOME	500	0	(500)	100.00-	
<hr/>					
TOTAL ARPA	500	0	(500)	100.00-	
<hr/>					
TOTAL REVENUES	500 =====	0 =====	(500) =====	100.00- =====	=====

Item # 1.

12 -ARPA
 ARPA

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<hr/>					
OTHER COSTS					
12.5212.57.9000 Contingencies	500	0	(500)	100.00-	
TOTAL OTHER COSTS	500	0	(500)	100.00-	
<hr/>					
TOTAL ARPA	500	0	(500)	100.00-	
<hr/>					
TOTAL EXPENDITURES	500	0	(500)	100.00-	
<hr/>					
REVENUE OVER/(UNDER) EXPENDITURES	0	0	0	0.00	
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Item # 1.

14 -SPLOST II

REVENUES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>SPLOST II</u>					
<u>INTERGOVERNMENTAL REVENUES</u>					
14.3209.33.1100 Interfund Transfer- Splost II	0	0	0	0.00	
14.3209.33.7100 Splost II Revenue	0	1,151,594	1,151,594	0.00	
TOTAL INTERGOVERNMENTAL REVENUES	0	1,151,594	1,151,594	0.00	
<u>INVESTMENT INCOME</u>					
14.3209.36.1000 Interest Revenue- Splost II	0	0	0	0.00	
TOTAL INVESTMENT INCOME	0	0	0	0.00	
TOTAL SPLOST II	0	1,151,594	1,151,594	0.00	
TOTAL REVENUES	0	1,151,594	1,151,594	0.00	

Item # 1.

14 -SPLOST II
 SPLOST II

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
<u>PURCHASED/CONTRACTED SVC</u>					
14.5209.52.1200 Professional Engineering	0	0	0	0.00	
TOTAL PURCHASED/CONTRACTED SVC	0	0	0	0.00	
<u>CAPITAL OUTLAY</u>					
14.5209.54.1209 Hardscape/Landscape	0	0	0	0.00	
14.5209.54.1309 Buildings & Bldg Improvements	0	0	0	0.00	
14.5209.54.1310 Property/Land Acquisition	0	0	0	0.00	
14.5209.54.1401 Traffic Signal/Signs/Crosswalk	0	0	0	0.00	
14.5209.54.1409 Infrastrusture	0	0	0	0.00	
14.5209.54.2400 Police Vehicles/Equipment	0	0	0	0.00	
14.5209.54.2500 Other Equipment	0	0	0	0.00	
TOTAL CAPITAL OUTLAY	0	0	0	0.00	
<u>OTHER COSTS</u>					
14.5209.57.9000 Contingencies	0	1,151,594	1,151,594	0.00	
TOTAL OTHER COSTS	0	1,151,594	1,151,594	0.00	
5209.57.9000 Contingencies					
		CURRENT YEAR NOTES:			
		- Police Total \$70,394			
		- Public Works \$181,200			
		- Stormwater \$100,000			
		- General capital projects \$800,000			
TOTAL SPLOST II	0	1,151,594	1,151,594	0.00	
TOTAL EXPENDITURES	0	1,151,594	1,151,594	0.00	
REVENUE OVER/(UNDER) EXPENDITURES	0	0	0	0.00	

Item # 1.

20 -DOWNTOWN DEV. AUTHORITY

REVENUES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
Non-Departmental					
=====					
<u>LICENSES & PERMITS</u>					
20.3000.32.2260 FILM PERMIT	0	0	0	0.00	
TOTAL LICENSES & PERMITS	0	0	0	0.00	
<u>INTERGOVERNMENTAL REVENUES</u>					
20.3000.33.6001 DEKALB BD OF HEALTH LRAD PRGRM	0	0	0	0.00	
TOTAL INTERGOVERNMENTAL REVENUES	0	0	0	0.00	
<u>CHARGES FOR SERVICE</u>					
20.3000.34.7200 Activity Fees	0	0	0	0.00	
TOTAL CHARGES FOR SERVICE	0	0	0	0.00	
<u>CONTRIBUTIONS-PRIV SRCS</u>					
20.3000.37.1001 GMA Travel Scholarship	0	0	0	0.00	
20.3000.37.1002 BOOST	0	0	0	0.00	
20.3000.37.1003 Sponsorships	0	0	0	0.00	
20.3000.37.1004 Contributions - MSSM	0	0	0	0.00	
20.3000.37.1005 Tunes by the Tracks - MSSM	0	0	0	0.00	
TOTAL CONTRIBUTIONS-PRIV SRCS	0	0	0	0.00	
<u>MISCELLANEOUS REVENUE</u>					
20.3000.38.1001 Rent Income	0	0	0	0.00	
20.3000.38.9300 Miscellaneous DDA Income	0	0	0	0.00	
20.3000.38.9301 Blue Grass Festival Sales	0	0	0	0.00	
20.3000.38.9302 Banners	0	0	0	0.00	
20.3000.38.9303 Farmers' Market Fees	0	0	0	0.00	
20.3000.38.9304 Oktoberfest	0	0	0	0.00	
20.3000.38.9305 Christmas Parade	0	0	0	0.00	
20.3000.38.9306 GRANITE GRASSHOPPER 5K	0	0	0	0.00	
20.3000.38.9307 Tunes by the Tracks	0	0	0	0.00	
20.3000.38.9308 BTSB - FISH FRY	0	0	0	0.00	
20.3000.38.9309 Ornament Revenue	0	0	0	0.00	
TOTAL MISCELLANEOUS REVENUE	0	0	0	0.00	
<u>OTHER FINANCING SOURCES</u>					
20.3000.39.1100 Interfund Transfer In	214,318	175,750	(38,568)	18.00-	
20.3000.39.1101 Fund 20 - Reserve	0	0	0	0.00	
20.3000.39.1200 Fund 20 Unrestricted Reserves	0	0	0	0.00	
20.3000.39.1201 Fund 20 MARTA Refund (Unrestr)	0	0	0	0.00	
20.3000.39.2100 Proceeds From Sale of Assets	0	0	0	0.00	
20.3000.39.2202 Property Sale	0	0	0	0.00	
20.3000.39.3201 BB&T Note Proceeds	0	0	0	0.00	
TOTAL OTHER FINANCING SOURCES	214,318	175,750	(38,568)	18.00-	
<hr/>					
TOTAL Non-Departmental	214,318	175,750	(38,568)	18.00-	

20 -DOWNTOWN DEV. AUTHORITY

Item # 1.

REVENUES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
TOTAL REVENUES	214,318	175,750	(38,568)	18.00-	

Item # 1.

20 -DOWNTOWN DEV. AUTHORITY
 Downtown Dev. Authority

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
PERSONAL SRVC & EMPL BEN					
20.5130.51.1100 Regular Employees	90,000	0	(90,000)	100.00-	_____
20.5130.51.1101 Part Time Employees	0	0	0	0.00	_____
20.5130.51.2100 Group Health Insurance	10,380	0	(10,380)	100.00-	_____
20.5130.51.2120 Disability (STD)	96	0	(96)	100.00-	_____
20.5130.51.2130 Dental Insurance	264	0	(264)	100.00-	_____
20.5130.51.2140 Life Insurance	113	0	(113)	100.00-	_____
20.5130.51.2150 Accident / Vision Ins.	80	0	(80)	100.00-	_____
20.5130.51.2200 F.I.C.A.	5,580	0	(5,580)	100.00-	_____
20.5130.51.2300 Medicare	1,305	0	(1,305)	100.00-	_____
20.5130.51.2600 Unemployment	0	0	0	0.00	_____
20.5130.51.2700 Worker's Comp	0	0	0	0.00	_____
TOTAL PERSONAL SRVC & EMPL BEN	107,818	0	(107,818)	100.00-	_____
PURCHASED/CONTRACTED SVC					
20.5130.52.1200 Professional Serv.	60,000	0	(60,000)	100.00-	_____
20.5130.52.1207 Administrative Services	0	0	0	0.00	_____
20.5130.52.1210 Legal Expense	0	20,000	20,000	0.00	_____
20.5130.52.1300 Technical Services	0	0	0	0.00	_____
20.5130.52.2230 Building Repairs & Maintenance	0	0	0	0.00	_____
20.5130.52.2310 Rent	0	0	0	0.00	_____
20.5130.52.3101 Building Insurance	0	0	0	0.00	_____
20.5130.52.3200 Communications	0	0	0	0.00	_____
20.5130.52.3300 Advertising	0	1,500	1,500	0.00	_____
20.5130.52.3380 PROMOTIONS DDA	0	3,000	3,000	0.00	_____
20.5130.52.3400 Printing & Binding	0	1,500	1,500	0.00	_____
20.5130.52.3500 Travel	0	2,000	2,000	0.00	_____
20.5130.52.3600 Dues & Fees	0	750	750	0.00	_____
20.5130.52.3700 Education & Training	0	2,000	2,000	0.00	_____
20.5130.52.3850 Contract Labor- DDA	10,000	30,000	20,000	200.00	_____
TOTAL PURCHASED/CONTRACTED SVC	70,000	60,750	(9,250)	13.21-	_____
SUPPLIES					
20.5130.53.1100 OFFICE SUPPLIES	0	0	0	0.00	_____
20.5130.53.1110 Office Supplies	0	0	0	0.00	_____
20.5130.53.1120 Computer Software	0	0	0	0.00	_____
20.5130.53.1130 Postage	0	0	0	0.00	_____
20.5130.53.1210 WATER DDA BUILDING	0	0	0	0.00	_____
20.5130.53.1218 Water - 5379 E Mtn St	0	0	0	0.00	_____
20.5130.53.1220 Natural Gas	0	0	0	0.00	_____
20.5130.53.1226 GAS 965 FL 1 Main St	0	0	0	0.00	_____
20.5130.53.1227 Gas 965 FLR 2 Main Street	0	0	0	0.00	_____
20.5130.53.1228 Gas - 5379 E Mtn St	0	0	0	0.00	_____
20.5130.53.1230 Electricity DDA Bldg.	0	0	0	0.00	_____
20.5130.53.1231 Electricity 965 Main St Uppr	0	0	0	0.00	_____
20.5130.53.1232 Electricity 963 Main St.	0	0	0	0.00	_____
20.5130.53.1233 Electrical 965 Main St Lower	0	0	0	0.00	_____
20.5130.53.1234 Electricity 965 Main St. Uppr	0	0	0	0.00	_____

Item # 1.

20 -DOWNTOWN DEV. AUTHORITY
 Downtown Dev. Authority

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
20.5130.53.1235 Electricity 965 Main St. Lowr	0	0	0	0.00	_____
20.5130.53.1237 Electricity 5347 E Mtn	0	0	0	0.00	_____
20.5130.53.1238 Electricity - 5379 E Mtn St.	0	0	0	0.00	_____
20.5130.53.1300 Food Catering	0	0	0	0.00	_____
20.5130.53.1600 Small Equipment - DDA	0	0	0	0.00	_____
20.5130.53.1740 Other Supplies	0	0	0	0.00	_____
TOTAL SUPPLIES	0	0	0	0.00	_____
CAPITAL OUTLAY					
20.5130.54.1102 Site - 1001 4th Street	0	0	0	0.00	_____
20.5130.54.1300 Buildings	0	0	0	0.00	_____
20.5130.54.1308 Buildings - 5379 E Mtn St	0	0	0	0.00	_____
20.5130.54.2400 Computer	0	0	0	0.00	_____
20.5130.54.2500 Other Capital Outlay	0	0	0	0.00	_____
TOTAL CAPITAL OUTLAY	0	0	0	0.00	_____
OTHER COSTS					
20.5130.57.3000 Payment To Others	0	0	0	0.00	_____
20.5130.57.3200 BOOST	0	0	0	0.00	_____
20.5130.57.3300 Facade Grants	25,000	100,000	75,000	300.00	_____
20.5130.57.3400 Stormwater Utility	0	0	0	0.00	_____
20.5130.57.3401 Stornwater - 5379 E Mtn St	0	0	0	0.00	_____
20.5130.57.3500 Revolving Loan Fund	0	0	0	0.00	_____
20.5130.57.3600 Business Development	0	0	0	0.00	_____
20.5130.57.3700 HISTORIC TRAIN DEPOT	0	0	0	0.00	_____
20.5130.57.9000 Contingencies	0	0	0	0.00	_____
TOTAL OTHER COSTS	25,000	100,000	75,000	300.00	_____
DEBT SERVICE					
20.5130.58.1221 GMA - DDA BUILDING	0	0	0	0.00	_____
20.5130.58.2221 GMA - DDA BLDG INTEREST	0	0	0	0.00	_____
TOTAL DEBT SERVICE	0	0	0	0.00	_____
OTHER FINANCING USES					
20.5130.61.9000 Special Events	0	15,000	15,000	0.00	_____
20.5130.61.9001 Blue Grass Festival	0	0	0	0.00	_____
20.5130.61.9002 175th ANNIVERSARY	0	0	0	0.00	_____
20.5130.61.9003 Farmers' Market Costs	0	0	0	0.00	_____
20.5130.61.9004 Fall Event	0	0	0	0.00	_____
20.5130.61.9005 Christmas Parade	0	0	0	0.00	_____
20.5130.61.9006 GRANITE GRASSHOPPER 5K	0	0	0	0.00	_____
20.5130.61.9007 LIVE NATIVITY	0	0	0	0.00	_____
20.5130.61.9008 Tunes by the Tracks	7,500	0	(7,500)	100.00-	_____
20.5130.61.9009 BTSB Fish Fry & Movie	0	0	0	0.00	_____
20.5130.61.9010 FARMERS MARKET LEAD PROGRAM	0	0	0	0.00	_____
20.5130.61.9019 JUNETEENTH EVENT	0	0	0	0.00	_____
20.5130.61.9020 Mardi Gras Parade	4,000	0	(4,000)	100.00-	_____
TOTAL OTHER FINANCING USES	11,500	15,000	3,500	30.43	_____
TOTAL Downtown Dev. Authority	214,318	175,750	(38,568)	18.00-	_____

20 -DOWNTOWN DEV. AUTHORITY
Downtown Dev. Authority

Item # 1.

EXPENDITURES	CURRENT BUDGET	SELECTED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE	BUDGET WORKSPACE
TOTAL EXPENDITURES	214,318	175,750	(38,568)	18.00-	
REVENUE OVER/(UNDER) EXPENDITURES	0	0	0	0.00	



Mayor and City Council Special Called Session

Saturday, November 23, 2024 at 9:00 AM

City Hall, 875 Main Street, Stone Mountain, Georgia 30083

Minutes

Mayor and Council: Dr. Beverly Jones – Mayor | Post 3 :Mayor Pro Tem Ryan Smith

Post 1: Council Member Anita Bass | Post 2: Council Member Mark Marianos

Post 4: Council Member Gil Freeman | Post 5: Council Member Shawnette Bryant

Post 6: Council Member Teresa Crowe

Staff: Shawn Edmondson - City Manager - City Clerk | Danny Mai - Assistant City Clerk | Jeff Strickland - City Attorney

City of Stone Mountain, GA Facebook page: <https://www.facebook.com/CityofStoneMtn/>

Link to join Webinar: [\[LINK\]](#)

Call to Order

Determination of Quorum

PRESENT

Council Member: Post 1 Anita Bass

Council Member: Post 2 Mark Marianos

Mayor Pro Tem: Post 3 Ryan Smith

Council Member: Post 4 Gil Freeman (Telecall Conference)

Council Member: Post 5 Shawnette Bryant

Council Member: Post 6 Teresa Crowe

Mayor Beverly Jones

Adoption of The Agenda of The Day

MOTION TO APPROVE AGENDA OF DAY

Motion made by Mayor Pro Tem: Post 3 Smith, Seconded by Council Member: Post 1 Bass.

Voting Yea: Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro Tem: Post 3 Smith, Council Member: Post 4 Freeman, Council Member: Post 5 Bryant, Council Member: Post 6 Crowe

MOTION PASSES

New Business

1. Discussion and introduction of the proposed FY2025 budget (City Manager Edmondson)

First Reading, no action

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

Adjournment

Mayor and City Council Regular Session

Tuesday, December 3rd, 2024 at 6:30 PM

City Hall, 875 Main Street, Stone Mountain, Georgia 30083



Agenda

Mayor and Council: Dr. Beverly Jones – Mayor | Post 3 :Mayor Pro Tem Ryan Smith

Post 1: Council Member Anita Bass | Post 2: Council Member Mark Marianos

Post 4: Council Member Gil Freeman | Post 5: Council Member Shawnette Bryant

Post 6: Council Member Teresa Crowe

Staff: Shawn Edmondson - City Manager - City Clerk | Maggie Dimov - Assistant City Manager - DDA/Economic Development Director | Danny Mai - Assistant City Clerk | Jeff Strickland - City Attorney

City of Stone Mountain, GA Facebook page: <https://www.facebook.com/CityofStoneMtn/>

Link to join Webinar: [\[LINK\]](#)

I. Public Hearing

1. 1st Public Hearing regard City of Stone Mountain Budget for FY2025

City Manager Edmondson introduced FY2025 Budget to Mayor, Council, and Members of the Public. Per the public hearing procedures, for non-zoning decision related items, upon the completion of the introduction, the public hearing is limited to a total of 20 minutes for all discussion.

Start Time: 07:06 PM ET

End Time: 07:17 PM ET

Citizens spoke on the importance of transparency and ensuring that the information is being sent out per the city charter. It was mentioned that generating revenue is important in order to alleviate property taxes upon the taxpayers. It was mentioned that Community development is important so that the community grows.

II. Adjournment

CM Freeman motioned to adjourn the Public Hearing. CM Bryant seconded the motion. No abstains.

III. Call to Order

Mayor Jones called the meeting to order at 07:19 PM ET

IV. Determination of Quorum

Present: Mayor Jones, CM Marianos, CM Bass, CM Freeman, CM Bryant, CM Crowe
Absent: MPT Smith

V. Invocation and Pledge

Mayor Jones led the pledge at 07:20 PM ET. Mayor Jones led the Invocation at 07:20 PM ET.

VI. Citizen Comments – Including comments from public/stakeholders (3 minutes per comment)

Comments from the Public

Citizen Comments #1 Jelani Linder: Linder spoke in acknowledgement and praise towards the Stone Mountain Police Department. Additionally, Linder spoke in regard to the rules of decorum and the need to do better.

Citizen Comments #2 Carl Wright: Wright thanked council for participating in the Joint DDA/City Council Meeting that occurred last month. Additionally, Wright spoke on the importance of working towards progress.

Citizen Comments #3 Cheryl Dudley: Dudley spoke on the importance of supporting the German Bakery to ensure that it opens within a reasonable timeframe.

Citizen Comments #4 Joan Monroe: Monroe spoke on the importance of returning funds granted by Lorraine Cochran Johnson.

The public comments are reserved exclusively for comments from the public and not for immediate reply. The purpose of public comment is to allow the public to voice city related requests, concerns or opinions only during the public comment portion of the City Council meeting. I. The Mayor and City Council reserves the right to extend or limit the length of public comments based on: (1) the issue under discussion; (2) the number of items on the agenda; and (3) the extent to which the speaker remains constructive in their comments and questions. II. The public may not directly confront the public speaker but must direct all comments and questions to the Mayor and City Council. III. Public harassment of or confrontation with a public speaker will not be tolerated. Members of the public violating tenets two or three will be asked to sit down or leave the premises.

VII. Review of the Journal (Assistant City Clerk Mai)

1. Request Minutes from City Council Special Called Session held on [11.23.2024] be approved (Assistant City Clerk Mai)

CM Marianos Motioned to approve the minutes. CM Bass seconded the motion.

Yes: CM Bass, CM Marianos, CM Crowe

No: CM Freeman, CM Bryant

VIII. Reading of Communications

IX. Adoption of The Agenda of The Day

CM Marianos motioned to adopt the Agenda of the Day. CM Bass adopted the Agenda of the Day.

Yes: CM Bass, CM Marianos, CM Crowe

No: CM Freeman, CM Bryant

Due to a lack of Adoption of the Agenda of the Day, no action can be taken after this vote.

X. City Manager's Report

1. City Manager - Shawn Edmondson
City Manager Report in the Agenda Package.

XI. Council Policy Discussion Topics

XII. Unfinished Business

1. Discussion on the DDA (CM Freeman)
Postponed until the next Work Session.

2. Discussion and approval of an agreement between Pond & Company and the City of Stone Mountain for additional services related to the schematic design of the Baptist Lawn property and adjacent Georgia Military College property, aimed at developing a public green space for special events. The scope includes two tasks: Task 1 – Existing Conditions Assessment (including survey) for \$20,000.00 and Task 2 – Concept Design for \$34,000.00, totaling \$54,000.00. (City Manager Edmondson)

City Manager Edmondson spoke on this. No Action Taken.

3. Discussion on the appointment and approval of a City Attorney for FY2025 (City Attorney Strickland)

City Attorney Strickland spoke on this. No Action Taken.

XIII. New Business

1. **Consent Agenda Package for en banc approval:** Reappointment of the Municipal Court Related Positions (Judges & Solicitors)

City Manager Edmondson spoke about this. No Action Taken.

XIV. New Ordinances and Resolutions

1. Discussion and Approval of resolution 2024-11; A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF STONE MOUNTAIN, GEORGIA, TO ESTABLISH THE HOLIDAY SCHEDULES FOR THE YEAR 2025 (City Manager Edmondson)

City Manager Edmondson spoke about this. No Action Taken.

1. Discussion and Approval of Resolution 2024-12; A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF STONE MOUNTAIN, GEORGIA, TO ESTABLISH THE CITY COUNCIL SCHEDULE FOR THE YEAR 2025 (City Manager Edmondson)

City Manager Edmondson spoke about this. No Action Taken.

XV. **Remarks of Privilege**

XVI. **Announcements by The Mayor**

XVII. **Executive Session to Discuss Personnel, Legal, Cyber Security and/or Real Estate (if needed)**

No Executive Session

XVIII. **Adjournment**

CM Freeman motioned to adjourn the Public Hearing. CM Bryant seconded the motion. No abstains.

DECEMBER 17, 2024

STONE MOUNTAIN COMMUNITY GARDEN AT VFW PARK



Members:

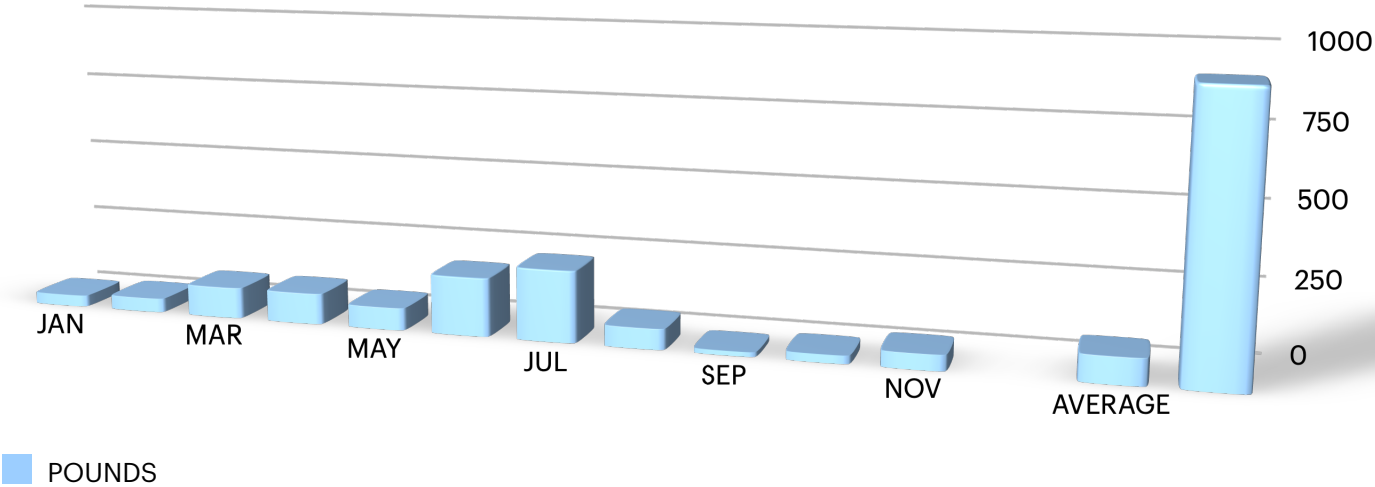
COLUMBUS BROWN, CHAIR
CHAKIRA JOHNSON, VICE CHAIR
JULIANA PIERRE, SECRETARY
LAURETTE JACKSON, MEMBER
TOM ZIMMERMAN, MEMBER

OVERVIEW

The Stone Mountain Community Garden at VFW Park (SMCG) was established in March 2011 as a partnership between the City of Stone Mountain and the Dekalb County/ University of Georgia Extension Service (Extension Service). Since that time, the SMCG has provided over 15,800 pounds of fresh produce to the Stone Mountain Ecumenical Food Pantry (Food Pantry) for distribution to local families with food insufficiencies. The SMCG is an all volunteer effort that has provided essential food for over 3,950 families to date. Thus far in 2024, he SMCG has contributed over 968 pounds of fresh vegetables, fruits and herbs to the Food Pantry, averaging 88 pounds per month (see below) — benefiting 230 families with food insufficiencies.

The SMCG provides 54 spaces for individuals in the community to grow their own vegetables, fruits and flowers throughout the year. There is also, an apiary, butterfly/ pollinator garden, four composting systems, herb garden, children’s garden, grape arbor and two vertical gardens. No pesticides are used at the SMCG. Ten Master Gardeners presently support this effort through the Extension Service. Volunteers (excluding Master Gardeners) have provided more than 600 service hours thus far in 2024.

SMCG 2024 Monthly Harvests for Food Pantry



RECENT EVENTS AT SMCG

- November 9, 2024 Community Workday and Emory Care Team Volunteers Helped
Mini Talk by Columbus Brown on “Guiding Principles for Gardening
and Composting”
- November 12, 2024 Volunteer Group from Food Well Alliance Assists with Fall Plantings

UPCOMING EVENTS AT SMCG

- December 14, 2024 Community Workday (No Mini Talk)
- December 14, 2024 Assist Children with Activities After Holiday Parade
- January 16, 2025 Quarterly SMCG Committee Meeting (ZOOM)

RECENT ACCOMPLISHMENTS

1. Removed Plants Susceptible to Freezing from Food Pantry Garden
2. Installed Cover Cloth to Protect the Plants in the Food Pantry Garden from Freezing and Winterized Watering System
3. Acquired Soil Amendments and Tools to Help With Fall and Winter Crops
4. Transplanted Young Plants to New Raised Beds in the Food Pantry Garden
5. Acquired New Green House

IMMEDIATE NEEDS FROM CITY

1. Remove Dead Peach Tree and Clear Branches and Overgrowth Along Both Fences
2. Remedy Drainage/Safety Issue Near Entrance of SMCG
3. Load of Compost for Community Garden

MEDIA EVENTS

Plant Eat and Repeat Talk by Atlanta Botanical Gardens and Food Well Alliance (Summary video by Atlanta Botanical Gardens to be released soon.)

Third Annual Faith and Blue Event at SMCG on City Of Stone Mountain Website
https://www.stonemountaincity.org/news_detail_T3_R356.php

Faith and Blue Event at SMCG on FOX News, October 12, 2024
<https://www.facebook.com/share/v/CGsdZKhqoGVzRYtb/?mibextid=K35XfP>

Caston's Blog Dekalb County Extension 2024
<https://site.extension.uga.edu/dekalb/2024/07/master-gardener-site-spotlight-stone-mountain-community-garden/>

Food Well Alliance April 2024 Instagram
<https://www.instagram.com/reel/C5USbu7uiS0/?igsh=MWJ4d3M1cnV5MHQ1cw==>

Stone Mountain Community Garden - Facebook
<https://www.facebook.com/StnMtnCommunityGarden/>

AIB TV 2024 Documentary on SMCG
<https://www.youtube.com/watch?v=DeVQI5Q-l34&t=1s>

11 Alive TV 2024 Documentary on SMCG
<https://www.11alive.com/video/news/local/gardeners-grow-for-the-hungry-in-stone-mountain/85-2bd50dc4-d5f6-42b0-8af8-14bc12bed901>

FOX 5 ATL 2024 Documentary on SMCG
<https://www.fox5atlanta.com/video/1435657>

Food Well Alliance Just Picked! Blog
<https://www.foodwellalliance.org/blog/columbus-brown-stone-mountain-community-garden>

Georgia Grown 2022 Article, Page 32
<https://editions.mydigitalpublication.com/publication/?i=759283>

Georgia Bulletin Article 2021 Re: SMCG
<https://georgiabulletin.org/news/2021/04/corpus-christi-parishioners-join-community-effort-to-garden-with-love/>

Dekalb County Extension How to Build a Raised Bed
<https://www.facebook.com/UGAExtensionDeKalbCounty/videos/build-a-raised-bed/1117166168664185/>

Georgia Bulletin Article 2016 re SMCG
<https://georgiabulletin.org/news/2016/12/community-garden-grows-tons-good/>

Georgia Bulletin Article 2013 re SMCG [parishes-find-vitality-in-caring-for-creation](#)



**City of Stone Mountain Planning Commission
Mayor & Council Update 12/17/24**

Item # 2.

The next meeting is scheduled for November 18th, 2024 with the following cases:

1. 672 Pepperwood Trail (Parcel ID: 18 074 03 133)
Request – Variance from Section 5-1.5(A)(4) to reduce the minimum front yard setback from 50-feet to 17.5-feet. **(Recommended Approval)**
2. 672 Pepperwood Trail (Parcel ID: 18 074 03 133)
Request – Variance from Section 5-1.5(A)(6) to reduce the minimum rear yard setback from 40-feet to 34.5-feet. **(Recommended Approval)**
3. 968 & 990 Sexton Drive (Parcel ID: 18 090 07 026 & 033)
Request – Special Use Permit to allow for vacation home facilities. **(Recommended Denial)**
4. Review of the 2025 meeting calendar. **(Approved)**

The December meeting is scheduled for Monday, December 16th, 2024 and there are no submittals for this meeting.

The January meeting is scheduled for Monday, January 20, 2025.

Activity Report

From: Downtown Development Authority (DDA) of City of Stone Mountain

Date: 12/06/2024

Re: Monthly Report for November 2024

Special Called JOINT SESSION Mayor & Council, and DDA / 11.12.2024: The DDA approved the minutes from the special called meeting with Council.

DDA Regular Meeting / November 18, 2024 - The agenda for that meeting included the following discussions and approvals:

- **Meeting Minutes:**

- The DDA approved the minutes from the special called meeting with Council, that was held on November 12th, 2024.
- The DDA also approved the November 18th, 2024, regular meeting minutes, with a few changes:

Denise Phillips requested the following content to be included in the minutes about the Discussion/Action Item: DDA Budget, FY2025: *The DDA Board held a budget discussion for FY 2025. Total project and program expenditures were \$725,750.00. The DDA Chairman and Director presented the draft budget to the city. After discussion with the city government, the DDA is requesting support from the city for \$175,750.00.*

- **Reports:** The DDA Director mentioned that the DDA's monthly report to the DCA has been submitted. The DDA Members were provided with the DDA Financials for July, August and September 2024.
- **New Business:**
 - **Discussion Item: Mural Agreement Packet:** the DDA Board decided to discuss the agreement during their Executive Session.
 - **Discussion Item: Issuance of Permits:** the DDA held a brief discussion about the process and time frame for acquiring a business license in the City.
 - **Discussion Item: DDA Partnership with other organizations:** The DDA held a brief discussion about partnering with other organizations and creating programs for the businesses/community. An important note was made that the programs should fall under the Main Street 4-point approach (vitality, design, promotion & organization/community engagement programs).



**City of Stone Mountain
Historic Preservation Commission
Mayor & Council Update 12/17/24**

Item # 4.

November 20th, 2024 meeting items.

1. 839 Main Street – Medhina Gibiremdin
Request to add an addition to the rear of the structure. **(Deferred)**
2. 1028 2nd Street – Jerome Osborne
Request to replace the concrete front staircase with a pressure treated wood staircase. **(Approved)**
3. 6204 East Ponce de Leon Ave – Born Thang
Request to repair the damaged driveway curb cut, install two (2) windows on the rear of the building, and paint the exterior of the building. **(Approved)**

The December meeting is scheduled for Wednesday, December 18th, 2024.

1. 839 Main Street – Medhina Gibiremdin
Request to add an addition to the rear of the structure.
2. 5325 Mimosa Drive – Patty Keller
Request to replace siding on the rear of the home and to replace the back deck.
3. Review of updates to the Historic Design Guidelines to include solar panel regulations.
4. 1st review of updated bylaws.

The January meeting is scheduled for Wednesday, January 15th, 2024.

SMC Parks and Recreation Committee Report

The Parks and Recreation Meeting met on Monday, December 2, 2024, at city hall. A quorum was present. The November 4, 2004 minutes were approved and are attached.

We discussed where we are as a committee and how we can continue to move forward as an advocacy group. We will again submit the updated bylaws to the mayor and city council to be voted on in the next work session December 19, 2024.

Submitted by,

Rev. Orea Parker, Chairperson

**BYLAWS
City of Stone Mountain
Parks & Recreation Committee
Updated July 1, 2024**

Section 1. Purpose of the Committee (Mission Statement)

The Parks and Recreation Committee serves as an advisory board to the Stone Mountain City Council on issues pertaining to parks and recreation. The Committee has no official authority to establish, create, pass or enforce any of the park rules or activities. The Parks and Recreation Committee assumes a major role in developing a sense of community and enhancing the resident’s quality of life by advising the Council about, and by promoting, recreational and social programs for preschool age children, youth, teen, adult, family, and senior populations and by recommending special events and engaging in the organization of such events.

Section 2. Functions of the Committee

The functions of the committee are to:

- (1) Members will work to help coordinate/plan community events and voluntary community projects in the City.
- (2) Review current parks and recreation programs and facilities in the City to determine additional needs, and submit recommendations pertaining to parks and recreation guidelines, policies, and facilities of City Council
- (3) Provide and gather input and ideas on parks and recreation related short-term and long-range plans and goals.
- (4) Serve in an advisory capacity to the Council for the maintenance and funding of parks and recreation facilities, and for the sustainability of the City’s parks and recreation facilities.
- (5) Review parks and recreation related matters submitted by the City Council.
- (6) Make recommendations to the City Council, through the City’s Public Works Director, on operating and capital budget needs of the City owned parks and recreation facilities.
- (7) Promote maximum utilization of parks, recreation facilities and programs.
- (8) Offer advice to the Council on enhancing the quality of life to all City of Stone Mountain residents through the implementation of a wide variety of parks and recreation programs and services.

Section 3. Eligibility for Appointment

The structure for membership of the Parks and Recreation Committee shall be as follows:

- Four City of Stone Mountain Resident Appointments
- One Community Stakeholder Appointment
- One Council Appointment

One Administrative Appointment
Seven Members Total

Four (4) seats shall be occupied by residents living within the established incorporated boundaries of the City of Stone Mountain.

One (1) seat shall be occupied by a community stakeholder. The Community Stakeholder does not have to be a citizen of the City but, must be able to show a vested stakeholder interest (i.e., business or property owner; member of a civic, religious, or social organization located within the city limits of Stone Mountain; etc.)

The Council Appointment shall be named by the Mayor.

The Administrative Appointment shall be named by the City Manager or shall otherwise be the City's Public Work's Director.

Section 4. Quorum

A quorum shall consist of 50% or greater of the Committee members currently appointed to the Committee.

Section 5. Expectation of All Committee Members:

All Committee Members are expected to have an interest in developing and maintaining City parks and recreational facilities and working with the City Council, other members of the Committee and the general public to plan for future improvement in parks, recreational facilities, programs and a wide variety of related projects for the enjoyment of all of the residents of the City.

Section 6. General Information Pertaining to the Committee:

(1) Mayoral Appointment:

The Parks and Recreation Committee has seven members, all of whom are appointed by the Mayor and whose appointment is confirmed by the City Council. The Committee will operate under the general direction of the **Mayor or appointee**.

(2) Committee Positions (Chair, Vice Chair, Secretary):

After the initial appointment, a meeting is to be held of the committee to select, from its members, a Chair, a Vice Chair, and a Secretary for the Committee (of which neither position shall be filled by the Administrative Appointment).

The Parks and Recreation Committee shall elect a chair, vice chair, and a Secretary for the Committee. Officers shall serve one-year terms and shall be eligible for reelection. After initial appointment, the Committee shall elect its officers annually in January every year thereafter. Such election is to be reported to the City Manager for record.

(3) Meeting Minutes and Reports:

Minutes for each meeting of the Committee are to be recorded by the Committee Secretary. The minutes are to be confirmed by the Committee Chair and submitted to the City Clerk. The Committee shall be subject to monthly reports to be made to the Council by the Committee Chair, or his/her designee.

Section 7. Terms of Service

The term of office for members appointed to the parks and recreation committee shall be two (2) years except for the initial appointments. The term of office for initial appointments shall be set as follows:

- a. Two (2) appointments shall be for an initial term of two (2) years beginning on January 1, 2024, and ending January 1, 2026.
- b. Three (3) appointments shall be for an initial term of three (3) years beginning on January 1, 2024, and ending January 1, 2027.
- c. Council Appointment shall be for a term of two (2) years and shall be appointment by the Mayor at the expiration of each term. The initial term of the Council appointment shall begin on January 1, 2024, and end January 1, 2026.
- d. Administrative appointment will be confirmed annually.

At the end of each term of office, the Administration shall take action to inform city residents and stakeholders that an opening exists on the Committee. The Administration office shall accept applications from interested individuals and shall present such applications and/or letters of interest to the Committee for review. The Committee shall recommend a short list of potential candidates to the Mayor. The Mayor shall nominate individuals from the short list for confirmation by the Council no later than the work session next following receipt of the short list.

Section 8. Meetings

The Parks and Recreation Committee will meet and will provide report of meetings as follows:

- (1) Meeting Dates/Times
First Monday of the month at 7:00 pm at City Hall. (If that first Monday falls on a holiday, it will be rescheduled.) If physical meetings are not available, the City will provide an appropriate electronic means of meeting, such as Zoom, so Committee members may participate electronically.
- (2) Quorum
Meetings are to be conducted with no less than a quorum of the Committee’s members as defined in **Section 4** herein.
- (3) Meeting Agendas, Notices, Minutes and Reports:
 - (a) Agendas and Notices
Meeting agendas are to be published under the open meeting guidelines as adhered to by the City. Agendas are to be posted within 48 hours of the Committee meeting date and time.
 - (b) Minutes
Minutes for each meeting of the Committee are to be recorded by the Committee Secretary. The minutes are to be confirmed by the Committee Chair and submitted to the City Clerk. The Committee shall be subject to monthly reports to be made to the Council by the Committee Chair, or his/her designee.
- (4) Special Meeting of the Committee
Any meeting of the Committee that is called outside of the regular meeting date/time is considered a special meeting of the Committee and can be called by the Chair or by three (3)

members of the Committee. Special meetings of the Committee shall adhere to the agenda and notice requirements as specified in section 8.2(a) of these Bylaws.

(5) Order of Business

The order of business for each regular or specially called meeting of the Committee shall be as follows:

- (a) Call to order
- (b) Determination of a quorum
- (c) Approval of Agenda
- (d) Approval of the past meeting’s Minutes
- (e) Unfinished Business
- (f) New Business
- (g) Summary of Events/Items to be Reported to Council
- (h) Setting of agenda for the next meeting of the Committee
- (i) Adjournment

(6) Rules of procedure

The Chair shall serve in charge of the rules of procedure for each meeting. When there is a question regarding procedure that would serve to prohibit continuance of the meeting, the Chair may reference the latest edition of Robert’s Rules of Order.

Section 9. Sub-committees.

The Committee shall appoint sub-committees to special assignments that serve to assist in accomplishing the functions of the Committee as stated in Section 2 herein. Sub-committees may consist of less than a quorum of the Committee and City residents and stakeholders that are appointed by the Committee. The number of members on a sub-committee shall not be greater than the sum of members serving on the Parks and Recreation committee. A member of the Parks and Recreation Committee must chair any sub-committee established by the Committee.

The proposed establishment of any sub-committee is to be reported to the City Manager to determine that the sub-committee serves to assist in accomplishing the approved functions of the Committee. Sub-committee proposals will be reported to the Mayor by the City Manager.

Section 10. Annual Review of Bylaws

Bylaws of the City of Stone Mountain Parks & Recreation Committee are to be reviewed at least annually and an approved draft is to be presented to each member of the Committee.

Section 11. Amendment to Bylaws

The City of Stone Mountain Parks & Recreation Committee Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a 2/3rd majority of Committee members at the annual review of the Bylaws or at any special meeting of the Committee called for such purposes. All amendments to the Bylaws must be approved by the City Council prior to implementation. In no event shall the Bylaws be amended to conflict with City ordinances. In the event of any conflict, the City Council’s ordinances shall supersede and prevail.

ADMINISTRATIVE TASKS	
Item	Count
Business License (New & Renewals)	1
Open Records Request	54
Approx Time per Request	1.25 Days
Total Items	55

CODE ENFORCEMENT	
Item	Count
Sec. 5-267 (a) Exterior property-Shall be in a clean and sfe condition at all times.(b) Maintain grading and drainage to prevent siol erosion and stagnant water.(H-7) Parking in front yard of dwelling is prohibited. 13-62- Parking surface required- No parking on grass etc.	2
5-274 (a) The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition). Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.	1
Cease and Desist Order for illegal Westling and Violation of City Ordinances and State Law 43-4b-50 City Of Stone Mountain-Code Ordinance.	1
HPC Chapter 4.2.1, HPC Chapte 4.2.3 & SEC. 5-269: Cutting down of 2 trees w/o permits. Siding falling off of residence and need to be replaced.	1
OCGA 40-6-200 (Vehicle parked on roadway in the wrong direction)	1
Parking on unpaved surface	2
Past due per drink excise tax	3
SEC. 5-161 Permit/Application	1
Total For Month	12

PERMITTING	
Item	Count
Administration	45
Building Permit Fee (Residential)	7
Co/O or C/C New or Renovated Commercial	2
C/O or C/C Fee Renovated Single Family Detached, Condo	7
Demolition - Single family residential house	1
work done without a permit	1
fire inspection	1
fire alarm only plan review	1
residential plan review	1
Residential roof	2
sprinkler only plan	1
trade permits	10
Total For Month	79

ZONING	
Zoning Certifications	3
Tree Removal Permits	1
Certificate of Appropriateness	1
Total For Month	5

November 7, 2024

Mr. Shawn Edmondson
City Manager
City of Stone Mountain
470-590-2930
875 Main Street, Stone Mountain, GA 30083
sedmondson@stonemountaincity.org

Re: Connecting Parks, Paths, and Public Spaces – Additional Services – Baptist Lawn Property

Dear Mr. Edmondson,

Pond & Company (Pond) is pleased to provide the City of Stone Mountain (City) with a proposal for additional services for the schematic design of the Baptist Lawn property in downtown Stone Mountain. The City has purchased both the Baptist Lawn property and the adjacent Georgia Military College (GMC) property and would like to explore the feasibility of developing the space(s) into a public greenspace fit to host special events. Below is a detailed scope of work.

POINT OF CONTACT:

Lilian Al Haddad will continue to serve as the Project Manager and main point of contact at Pond, supported by Sydney Thompson as Lead Landscape Architect and Andrew Kohr, Principal-in-Charge.

Task 1: Existing Conditions Assessment

- Pond will contract with a licensed surveyor to develop a boundary, tree, and topographic survey of the sites shown in Exhibit A – Project Limits. The survey will include:
 - Legal boundary information
 - All above ground existing conditions elements
 - Topography inclusive of 1’ contours
 - Utility Information – SUE level C
 - Trees in accordance with the City of Stone Mountain Tree Ordinance
- Once the survey is completed, Pond will schedule a kick-off meeting with City staff to solidify site programming. It is assumed that the kick-off meeting will be in-person at a location coordinated by/provided by the City.
- Immediately following the kick-off meeting, Pond will go to the site to validate the survey and note opportunities and constraints. While City presence for the site visit is not required, it is encouraged.
- Pond will compile the information gathered during the site walk, as well as the meeting minutes from the kickoff meeting, into a technical memo and share with the project team.

Deliverables for Task 1:

- Survey (PDF and CAD)
- Existing conditions technical memo (PDF – 8.5” x 11” document size)
- Survey mark-up noted with opportunities and constraints observed on site visit.

Task 2: Concept Design

- Once given approval to move into this phase, Pond will develop two concept plan-level renderings for the Baptist Lawn site as well as a conceptual parking lot layout for the GMC property.
 - One of the Baptist Lawn concepts will incorporate the existing pavilion/restroom building and the second concept will assume this structure gets demolished.
- Pond will share the concept plans with the City and schedule a meeting to discuss the designs. It is assumed this meeting will be in person at a location coordinated by/provided by the City.
- Pond will incorporate City feedback within the scope of this project into two updated concept plan alternatives.
- Based on community and City feedback, Pond will develop a single, preferred concept plan rendering.
- Pond will also update one of the perspective renderings to complement the preferred concept plan and update the archetypal imagery board.
- Pond will submit the preferred concept for City review and feedback.
- Pond will incorporate minor comments and procure a third-party opinion of the probable cost of the preferred concept.
- The opinion of probable cost will include an add alternate section to develop a parking lot on the GMC Property.
- Pond will also develop a technical memo summarizing potential permitting challenges associated with the project, such as stormwater management and railroad negotiations.

Deliverables for Task 2:

- Meeting minutes (PDF)
- Illustrative site plan (2 – 22x34” PDF)
- Perspective Renderings (2 – 11x17” PDF)
- Preferred concept plan rendering (1 – 22x34” PDF)
- Preferred concept perspective rendering (1 – 11x17” PDF)
- Opinion of Probable Cost (8.5” x 11” PDF)
- Technical Memo (8.5” x 11” PDF)

Upon notice to proceed, Pond will develop a detailed scope and fee for the development of construction documents and permitting documents for the approved preferred concept.

FEE STRUCTURE:

The **lump sum fee** to complete this project is broken down in the chart below. It includes professional design services and all project related expenses to complete the scope of work outlined above. Pond will invoice the client monthly on a percent complete basis and will attach progress reports to each invoice.

Task 1 – Existing Conditions Assessment (inclusive of survey)	\$20,000.00
Task 2 – Concept Design	\$34,000.00
Total	\$54,000.00

For City budgeting purposes, the following summarizes subsequent project tasks and potential fees based on our experience with similar projects and our current understanding of the programming needs:

- Preliminary Design (30%): \$50,000.00 - \$150,000.00
- Design Development (60%): \$200,000.00 - \$350,000.00
- Construction Documents & Permitting: \$375,000.00 - \$500,000.00
- Construction Phase Services: \$75,000.00 - \$175,000.00

The above fee ranges are estimates only and will go up or down depending on final design scope requirements. Pond is not beholden to the above fee ranges should the City choose to move forward into detailed design and engineering.

Conditions of Service:

- This proposal does not include platting services (including consolidation plat(s)).
- Geotechnical investigation is not included but will be required in subsequent phases of the project.
- Easement acquisition and/or coordination with neighbors is not included in this proposal and will be by others, if required.
- Detailed design and engineering services are excluded from this proposal.
- The proposal excludes the following design:
 - Architectural design
 - Structural design
 - Roadway design, signal design, or traffic studies
 - Irrigation design
 - Lighting/electrical design
 - Stormwater management and hydrology study.
- Coordination with the railroad is excluded.
- Meetings, presentations, and site visits beyond those proposed in the scope above are excluded.
- No environmental site assessments (ESA) of any type are included. It is understood that any required environmental remediation will be completed by others. No environmental remediation plans or related design is included in this proposal.
- Field delineation/survey of possible State Waters / Wetlands / FEMA boundaries and associated permitting is excluded.
- While Pond will deliver a value-conscious design and seek the City's preference on significant cost related decisions when options are present, a detailed value-engineering analysis after plans are complete and a permit is obtained is not included.
- Any revisions requested by the City that change the design from that which was approved after acceptance of each design stage milestone, will be considered additional services, and require a contract revision.
- Services not specifically included in the proposal, or material changes requested after professional services have commenced, will be considered additional / out of scope services and will be approved via a contract change order prior to commencement of the additional work.

Please let me know if you have any questions and thank you again for your trust in our firm. Should you find this additional services proposal acceptable, please sign below. Terms and conditions from the original contract dated May 21, 2024, apply to this change order.

Sincerely,



Lilian Al Haddad, AP ND
Senior Project Manager | PLACE
641.530.4782
Lilian.alhaddad@pondco.com



Andrew Kohr, PLA, ASLA
Principal
404.556.8758
Andrew.Kohr@pondco.com

ACCEPTED BY: *BY SIGNING BELOW THE UNDERSIGNED REPRESENTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS BINDING AGREEMENT ON BEHALF OF THE CLIENT.*

Signature: _____ Date: _____

Printed Name & Title: _____

CONTRACT FOR LEGAL SERVICES
BETWEEN THE CITY OF STONE MOUNTAIN AND JARRARD & DAVIS, LLP

(Amendment No. 2)

THIS AMENDMENT NO. 2 (“Amendment”) to the above-referenced Contract for Legal Services (the “Agreement”) is entered into on this _____ day of _____, 2024, by and between the **CITY OF STONE MOUNTAIN, GEORGIA**, a municipal corporation (the “City”) and **JARRARD & DAVIS, LLP** (the “City Attorney”). The City and the City Attorney may be referred to herein as the “Parties.”

WHEREAS, the Parties entered into the Agreement effective on June 3, 2020, which Agreement is renewable annually each calendar year following reappointment to the City Attorney position by the Stone Mountain City Council; and

WHEREAS, Amendment No. 1 to the Agreement, effective on January 1, 2022, modified the language of Section 3 (Compensation) to incorporate an updated fee schedule as Exhibit B regarding the hourly rates charged by the City Attorney (i.e., founders, partners, of counsel, associates and paralegals) for legal services provided to the City; and

WHEREAS, the City Attorney has provided notice to the City that effective January 1, 2025, the hourly rates charged for legal services provided to its institutional clients, like the City of Stone Mountain, will increase; and

WHEREAS, the Agreement shall be amended to reflect the hourly rates charged by the City Attorney for legal services provided to the City beginning on January 1, 2025.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which are acknowledged by both Parties, the Parties hereto agree to the above recitals and as follows:

1. Jarrard & Davis, LLP, is hereby reappointed as the City Attorney for the City of Stone Mountain for FY 2025.
2. The Contract for Legal Services between the City of Stone Mountain and Jarrard & Davis, LLP, is hereby renewed for an additional year through FY 2025.
3. The City Attorney’s fee schedule is hereby updated as reflected in the revised Exhibit B attached hereto.
4. Except as modified above, the Agreement, as previously amended, shall continue in full force and effect.
5. This Amendment may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.

- 6. Each of the individuals executing this Amendment on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.
- 7. The Effective Date of this Amendment shall be January 1, 2025.

WHEREFORE, the Parties having read and understood the terms of this Amendment, they do hereby agree to such terms by execution of their signatures as of the date first written above.

“CITY”

CITY OF STONE MOUNTAIN, GEORGIA

By: _____
Beverly Jones, Mayor

ATTEST:

Shawn Edmondson, City Manager and City Clerk

“CITY ATTORNEY”

JARRARD & DAVIS, LLP

By: _____
Jeffrey M. Strickland, Partner

EXHIBIT B

(rates effective as of January 1, 2025)

Schedule of Hourly Rates for Attorneys and Paralegals – Institutional Clients**Partner Rates**

Founding Partners (Ken Jarrard and Angela Davis) \$290.00/hour

Partners \$265.00/hour

Associate Rates (tiers based on experience)

Tier 1 Associate \$215.00/hour

Tier 2 Associate \$230.00/hour

Tier 3 Associate \$240.00/hour

Tier 4 Associate \$255.00/hour

Paralegal Rates

Paralegal \$150.00/hour

CONTRACT TO PROVIDE PROSECUTING ATTORNEY SERVICES
TO MUNICIPAL COURT

THIS AGREEMENT is made and entered into effective the 1st day of January, 2025 (the “Effective Date”), by and between the CITY OF STONE MOUNTAIN, GEORGIA, a municipal corporation, hereinafter referred to as “City” and **KRISTAL HOLMES**, hereinafter referred to as “Attorney” (collectively referred to as the “Parties”).

W I T N E S E T H:

WHEREAS, Attorney has been engaged as a City Solicitor for the City since 2023; and

WHEREAS, Attorney is and continues to be qualified to serve as prosecuting attorney of a municipal court pursuant to O.C.G.A. § 15-18-92(a) and desires to continue to serve as a City Solicitor; and

WHEREAS, it is the desire of the Parties to establish and set forth their mutual responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Duties. The City hereby contracts with Attorney to perform all functions and duties of a prosecuting attorney of the Municipal Court (i.e., serve as a City Solicitor) and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:

- a. Prosecute cases which the City Charter, Ordinances, and Official Code of Georgia place within the original jurisdiction of the City’s Municipal Court;
- b. Perform advanced professional legal work involving the prosecution of defendants in misdemeanor criminal cases;
- c. Handle appeals and/or civil cases that relate to any prosecution as may be authorized by City Council or when so directed by the City Manager;
- d. Report to the City Manager as requested regarding the functions of the Municipal Court system;
- e. Collaborate with the Municipal Court Chief Judge to develop and carry out policies for trial procedures;
- f. Coordinate with the Municipal Court Chief Judge, Public Defender and Court Clerk to reduce or eliminate backlog of pending cases; and
- g. Review and recommend changes to the City Code which relate to Municipal Court, and draft ordinances as directed by the City Manager.
- h. Coordinate with other appointed City Solicitors regarding the duties provided to the City as stated herein.

2. Independent Contractor. In performing the duties of City Solicitor, Attorney shall serve as an independent contractor and not as an employee of the City. The City shall have no right or responsibility to control or influence the manner in which she carries out her prosecutorial responsibilities, save and except that Attorney agrees to carry out her duties in a timely, consistent, fair and effective manner.

3. Term. This Agreement shall commence on the date set forth on page one and shall continue until **December 31, 2025**. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties. Either of the Parties may terminate this Agreement at any time, so long as notice is provided at least two calendar weeks prior to the termination. No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement.

4. Compensation. As of the Effective Date hereof, the compensation shall be **\$160/hour**. Attorney will be compensated for travel time and mileage to and from Court and/or any place reasonably required for Attorney to fulfill the duties outlined herein. Attorney shall submit to City an itemized billing statement each month, and City shall remit payment of same within ten (10) business days of receipt.

5. Hours of Work. The City Solicitor shall appear at all sessions of the Municipal Court, unless another appointed City Solicitor appears. The Parties agree that there may be times when both City Solicitors will appear and/or when neither appear, but both such situations shall not be the normal course of proceedings in the City's Municipal Court. Outside of Court sessions, it is recognized that the hours devoted by Attorney in the performance of her responsibilities may vary with the caseload of the Court.

6. Periodic Review. The City may review the performance and compensation of Attorney by such method and at such times as the City Council shall deem appropriate.

7. Good Standing. Attorney agrees to maintain status in good standing with the State Bar of Georgia, and any fees associated therewith and as may be required for continuing legal education shall not be paid by the City.

8. General Provisions. This Agreement shall constitute the entire agreement between the Parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from City to Attorney other than as set forth herein.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties hereby execute said Agreement as follows:

CITY OF STONE MOUNTAIN:

ATTORNEY:

By: _____
Dr. Beverly Jones, Mayor

Kristal Holmes

ATTEST:

City Clerk

Approved as to Form:

City Attorney

.

**AGREEMENT BETWEEN THE CITY OF STONE MOUNTAIN AND
FEDERAL PROPERTY REGISTRATION CORP.**

(AMENDMENT NO. 9)

THIS AMENDMENT is made and entered into this _____ day of December, 2022 by and between the **CITY OF STONE MOUNTAIN**, a Georgia municipal corporation, (hereinafter the "Community") and **PROPERTY REGISTRATION CHAMPIONS, LLC**, a Florida limited liability company, dba PROCHAMPS (hereinafter "PRC"), Federal Property Registration Corp's successor-in-interest hereunder. Community and PRC may be referred to herein as the "Parties."

WITNESSETH

WHEREAS, the Community and PRC are parties to an Agreement effective as of January 8, 2013 (the "Agreement").

WHEREAS, Section 4 of the Agreement permits the continued renewal of the Agreement on an annual basis at the consent of both Parties.

WHEREAS, since the effective date, the Agreement has been extended each year for an additional one-year term by agreement of the Parties as reflected in prior amendments thereto.

WHEREAS, by agreement of the Parties, Amendment No. 8 extended the Agreement to December 31, 2022.

WHEREAS, the Parties hereto desire to further extend the Agreement for an additional one-year term to December 31, 2023, under the current terms and conditions of the Agreement, as previously amended.

WHEREAS, the Parties desire to update certain information as stated in the Agreement.

NOW THEREFORE, the Agreement is hereby further amended as follows:

1. The Term of the Agreement is hereby extended for an additional one-year term beginning on January 1, 2023, and ending on December 31, 2023, under the current terms and conditions of the Agreement, as previously amended.
2. PRC's principal place of business is 2725 Center Place, Melbourne, Florida 32940.
3. Section 11 (Notices) shall be amended to delete the listed names and addresses to be replaced with the following:

CITY: City of Stone Mountain
 Attn: Darnetta Tyus, City Manager

875 Main Street
Stone Mountain, Georgia 30083

COPY TO: Jeff Strickland, City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

PRC: ProChamps
Attn: Robert Mannarino, CEO
2725 Center Place
Melbourne, Florida 32940

IN WITNESS WHEREOF, the City and PRC have executed this Amendment No. 9 to be effective as of the date first written above.

**CITY OF STONE MOUNTAIN,
GEORGIA**

**PROPERTY REGISTRATION
CHAMPIONS, LLC**

By: _____
Dr. Beverly Jones, Mayor

By: _____
Robert Mannarino, CEO

ATTEST:

ATTEST:

By: _____
Shawn Edmondson, City Clerk

By: _____
Deanna Morris, Manager,
Legal Support Team

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 20_____, by and between the City of Stone Mountain, a Georgia municipality (hereinafter referred to as the "City") and Professional Probation Services, Inc., a Georgia corporation (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the Stone Mountain Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in PPSI's programs in accordance with Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the off
- Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

- Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

PRETRIAL INTERVENTION AND DIVERSION PROGRAM

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Stone Mountain Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the prosecuting attorney and with the advice and express written consent of the prosecuting attorney, which is now given, the City designates PPSI as the private entity to be used for the purpose of monitoring program participants' compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the prosecuting attorney.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of January, 2023, and shall continue with a specific expiration date of the 31st day of December, 2023.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Stone Mountain Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the Dekalb County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

- Workers' Compensation - Statutory
- Bodily Injury Liability - \$ 100,000 each accident
- \$ 500,000 each occurrence
- General Liability - \$1,000,000 each occurrence
- Personal & Advertising Injury - \$1,000,000 each occurrence
- Professional Liability - \$1,000,000 each occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.


VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City: The City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083

As to PPSI: Professional Probation Services, Inc.

Attn: Keith Ward, CEO

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

In witness whereof, the parties here to have executed this agreement on the day first above written.

THE CITY OF STONE MOUNTAIN

PROFESSIONAL PROBATION SERVICES, INC.

Dr. Beverly Jones, Mayor

Keith Ward, CEO

APPROVED BY THE STONE MOUNTAIN MUNICIPAL COURT

Chief Judge

Solicitor

**CONTRACT FOR SERVICES AGREEMENT
ASSOCIATE MUNICIPAL COURT JUDGE**

THIS AGREEMENT is made and entered into this 1st day of January, 2025 (the “Effective Date”), by and between the CITY OF STONE MOUNTAIN, GEORGIA, a municipal corporation, (hereinafter referred to as the “City”) and **WARREN W. HOFFMAN, ESQ.** (“Associate Municipal Court Judge”), an individual.

WITNESSETH:

WHEREAS, the City Council appoints a Chief and associate municipal court judges; and,

WHEREAS, state law, at O.C.G.A. § 36-32-2(a), requires that the City enter into contracts with said judges and that such appointments be for a minimum period of two (2) years; and,

WHEREAS, Warren W. Hoffman desires to serve as an Associate Municipal Court Judge for the City of Stone Mountain, Georgia; and

WHEREAS, the City desires for Warren W. Hoffman to perform services as an Associate Municipal Court Judge of the City of Stone Mountain as provided by the City Charter; and

WHEREAS, the City Council wishes, by majority vote of the Council, to appoint Warren W. Hoffman as Associate Municipal Court Judge for fiscal year (“FY”) 2025 and FY 2026.

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

I. MUTUAL ASSENT TO EMPLOYMENT.

The City Council hereby engages and hires Warren W. Hoffman to act as an Associate Municipal Court Judge for the City, and the Municipal Court Judge accepts and agrees to this engagement of services. Warren W. Hoffman acknowledges and agrees that he serves at the pleasure of the City, subject to O.C.G.A. § 36-32-2.1 which prohibits the dismissal of a Municipal Court Judge during his appointed term without “just cause”.

II. DUTIES OF MUNICIPAL COURT JUDGE.

The duties of the Municipal Court Judge shall be as described in the City’s Charter and Code, which are incorporated herein by this reference. The Municipal Court Judge shall be responsible for the operation of the Municipal Court of Stone Mountain in accordance with Constitutional and statutory standards, as well as all applicable directives from the Georgia Supreme Court, Georgia Court of Appeals and the Administrative Office of the Courts. The Municipal Court Judge shall supervise all aspects of court operations to ensure their compliance with such standards. To the extent training deficiencies are

observed, the Municipal Court Judge shall notify the City of the need for further training. The Municipal Court Judge shall be available to review warrants, issue probable cause findings and hold hearings as needed.

III. COMPENSATION AND BENEFITS.

a. Salary

In consideration for the successful performance of the duties as Municipal Court Judge, as referred to hereinabove, the City agrees to pay and the Municipal Court Judge agrees to accept, in full payment for Municipal Court Judges services, the total of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month, withholding applicable federal and state payroll tax withholdings, **beginning January 1, 2025, and ending December 31, 2026.** Such salary covers all assigned court sessions per month and all associated court activity outside/beyond regular sessions.

b. Benefits.

As required by Georgia statute, the City shall pay the cost of annual continuing education judge training for municipal court judges as required by the State of Georgia, and associated travel expenses as approved by the City, provided that should the Municipal Court Judge serve as the Chief Judge or Municipal Court Judge in one or more other municipal jurisdictions, the cost of such training and travel shall be apportioned among all such jurisdictions on an equal basis, as applicable.

IV. TERM.

This Agreement shall become effective January 1, 2025, and shall continue through December 31, 2026.

V. INSURANCE AND BONDING.

The City shall ensure and/or bond the Municipal Court Judge for all responsibilities and obligations and duties to be performed with the scope of his employment; however, the City shall have no obligation to indemnify or defend Municipal Judge for conduct or action undertaken in bad faith, is criminal in nature, constituting gross negligence, or for intentional, wrongful or reckless misconduct.

VI. TERMINATION.

The City shall comply with Georgia Law in the termination of a Municipal Court Judge.

In the event the Municipal Court Judge voluntarily resigns his position with the City before expiration of the aforesaid term of employment, the Municipal Court Judge shall give the City sixty (60) days advance written notice. This Agreement shall terminate prior to the expiration of the term specified above, without further liability of the City, if death, permanent disability (extending three (3) months or longer), or total incapacity shall render the Municipal Court Judge incapable of serving as the Municipal Court Judge.

VII. GENERAL PROVISIONS.

- a. The Chief Municipal Court Judge shall be allowed to select an associate judge to serve in his stead during his absence, provided his absence is not a result of a termination or expiration of this Agreement.
- b. Nothing herein contained shall act to prohibit Warren W. Hoffman from engaging in the private practice of law and activities related thereto.
- c. In the event the Municipal Judge is called upon to perform marriage ceremonies as provided in Georgia Law, the Municipal Judge shall be allowed to charge a fee, therefore, and retain any such fee received in accordance with Georgia Laws on honorarium.

VIII. NOTICES.

All notices required under this Agreement shall be in writing and shall be hand-delivered to the addresses of the parties set forth below. Any party, by notice so given, may change the address to which future notices shall be sent.

Municipal Court Judge: The Honorable Warren W. Hoffman
[Redacted]

City of Stone Mountain: Mayor, City of Stone Mountain
City Manager, City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083

IX. FINAL AND ENTIRE AGREEMENT.

This Agreement supersedes and controls all prior written and oral agreements and representations of the parties. To the extent this Contract is inconsistent with prior written and oral agreements, the provisions set forth herein shall control, supersede and constitute the entire agreement of the parties. Additionally, by signing this agreement, the Municipal Court Judge warrants and represents that, as of the date of his signature below, he has no undisclosed claims against the City or nay employee or representative thereof and that he is eligible to serve as judge in accordance with Georgia law.

X. AMENDMENTS AND MODIFICATIONS.

This Agreement shall not be amended or modified except by written agreement signed by both parties.

XI. INVALID PROVISIONS.

Should any court for any reason deem any provision of this Agreement invalid or unenforceable, the remaining provisions shall nevertheless continue to be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in duplicate, each counterpart of which is hereby deemed an original for all purposes.

CITY OF STONE MOUNTAIN, GEORGIA

Dr. Beverly Jones, Mayor

Warren W. Hoffman, Esq.

ATTEST:

Shawn Edmondson, City Clerk

APPROVED AS TO FORM:

Jeff Strickland, City Attorney

**CONTRACT FOR SERVICES AGREEMENT
CHIEF MUNICIPAL COURT JUDGE**

THIS AGREEMENT is made and entered into this 1st day of January, 2025 (“Effective Date”), by and between the CITY OF STONE MOUNTAIN, GEORGIA, a municipal corporation, (hereinafter referred to as the “City”) and L’ERIN BARNES WIGGINS, ESQ. (“Chief Municipal Court Judge”), an individual.

WITNESSETH:

WHEREAS, the City Council appoints a Chief and associate municipal court judges; and,

WHEREAS, state law, at O.C.G.A. § 36-32-2(a), requires that the City enter into contract with said judges and that such appointments be for a minimum period of two (2) years; and,

WHEREAS, L’Erin Barnes Wiggins has served as a Municipal Court Judge for the City of Stone Mountain, Georgia for the past several years; and

WHEREAS, the City desires for L’Erin Barnes Wiggins to continue to perform services as Municipal Court Judge of the City of Stone Mountain as provided by the City Charter, and to serve Chief Municipal Court Judge; and

WHEREAS, the City Council wishes, by majority vote of the Council, to reappoint Judge L’Erin Barnes Wiggins for fiscal year (“FY”) 2025 and FY 2026.

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

I. MUTUAL ASSENT TO EMPLOYMENT.

The City Council hereby engages and hires L’Erin Barnes Wiggins to act as the Chief Municipal Court Judge for the City, and the Municipal Court Judge accepts and agrees to this engagement of services. L’Erin Barnes Wiggins acknowledges and agrees that she serves at the pleasure of the City, subject to O.C.G.A. § 36-32-2.1 which prohibits the dismissal of a Municipal Court Judge during his appointed term without “just cause”.

II. DUTIES OF MUNICIPAL CHIEF COURT JUDGE.

The duties of the Chief Municipal Court Judge shall be the duties for Municipal Court Judge as described in the City’s Charter and Code, which are incorporated herein by this reference. The Chief Municipal Court Judge shall be responsible for oversight of the operation of the Municipal Court of Stone Mountain in accordance with Constitutional and statutory standards, as well as all applicable directives from the Georgia Supreme Court, Georgia Court of Appeals and the Administrative Office of the Courts. The Municipal Court Judge shall supervise and oversee all aspects of court operations to ensure their compliance with such standards. The Chief Municipal

Court Judge shall supervise the scheduling of court calendars, the scheduling of special hearings, and the assignment of Municipal Court Judges to court calendars. The Chief Municipal Court Judge shall be responsible for review of the fines and fees schedule for the Stone Mountain Municipal Court. To the extent training deficiencies are observed, the Chief Municipal Court Judge shall notify the City of the need for further training. The Chief Municipal Court Judge shall be available to review warrants, issue probable cause findings and hold hearings as needed.

III. COMPENSATION AND BENEFITS.

a. Salary

In consideration for the successful performance of the duties as Chief Municipal Court Judge, as referred to hereinabove, the City agrees to pay and the Chief Municipal Court Judge agrees to accept, in full payment for Chief Municipal Court Judges services, the total of One-thousand, Seven-hundred fifty and 00/100 Dollars (\$1,750.00) per month, withholding applicable federal and state payroll taxes **beginning January 1, 2025, and ending December 31, 2026**. Such salary covers all assigned court sessions per month and all associated court activity outside/beyond regular sessions.

b. Benefits.

As required by Georgia statute, the City shall pay the cost of annual continuing education judge training for municipal court judges as required by the State of Georgia, and associated travel expenses as approved by the City, provided that should the Chief Municipal Court Judge serve as a Chief Judge or Municipal Court Judge in one or more other municipal jurisdictions, the cost of such training and travel shall be apportioned among all such jurisdictions on an equal basis, as applicable.

IV. TERM.

This Contract shall become effective January 1, 2025, and shall continue through December 31, 2026.

V. INSURANCE AND BONDING.

The City shall ensure and/or bond the Chief Municipal Court Judge for all responsibilities and obligations and duties to be performed with the scope of his/her employment; however, the City shall have no obligation to indemnify or defend Municipal Judge for conduct or action undertaken in bad faith, is criminal in nature, constituting gross negligence, or for intentional, wrongful or reckless misconduct.

VI. TERMINATION.

The City shall comply with Georgia Law in the termination of a Municipal Court Judge.

In the event the Municipal Court Judge voluntarily resigns his/her position with the City before expiration of the aforesaid term of employment, the Chief Municipal Court Judge shall give the City sixty (60) days advance written notice. This Contract shall terminate prior to the expiration of the term specified above, without further liability of the City, if death, permanent disability (extending three (3) months or longer), or total incapacity shall render the Municipal Court Judge incapable of serving as the Chief Municipal Court Judge.

VII. GENERAL PROVISIONS.

- a. The Chief Municipal Court Judge shall be allowed to select an associate judge to serve in his/her stead during his absence, provided his absence is not a result of a termination or expiration of this Contract.
- b. Nothing herein contained shall act to prohibit L’Erin Barnes Wiggins from engaging in the private practice of law and activities related thereto.
- c. In the event the Municipal Judge is called upon to perform marriage ceremonies as provided in Georgia Law, the Municipal Judge shall be allowed to charge a fee, therefore, and retain any such fee received in accordance with Georgia Laws on honorarium.

VIII. NOTICES.

All notices required under this Agreement shall be in writing and shall be hand-delivered to the addresses of the parties set forth below. Any party, by notice so given, may change the address to which future notices shall be sent.

Municipal Court Judge: The Honorable L’Erin Barnes Wiggins
[Redacted]

City of Stone Mountain: Mayor, City of Stone Mountain
City Manager, City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083

IX. FINAL AND ENTIRE AGREEMENT.

This Agreement supersedes and controls all prior written and oral agreements and representations of the parties. To the extent this Contract is inconsistent with prior written and oral agreements, the provisions set forth herein shall control, supersede and constitute the entire agreement of the parties. Additionally, by signing this agreement, the Municipal Court Judge warrants and represents that, as of the date of his signature below, he has no undisclosed claims against the City or nay employee or representative thereof and that he is eligible to serve as judge in accordance with Georgia law.

X. AMENDMENTS AND MODIFICATIONS.

This Agreement shall not be amended or modified except by written agreement signed by both parties.

XI. INVALID PROVISIONS.

Should any court for any reason deem any provision of this Agreement invalid or unenforceable, the remaining provisions shall nevertheless continue to be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in duplicate, each counterpart of which is hereby deemed an original for all purposes.

CITY OF STONE MOUNTAIN, GEORGIA

Dr. Beverly Jones, Mayor

L'Erin Barnes Wiggins, Esq.

ATTEST:

Shawn Edmondson, City Clerk

APPROVED AS TO FORM:

Jeff Strickland, City Attorney

CONTRACT TO PROVIDE PROSECUTING ATTORNEY SERVICES
TO MUNICIPAL COURT

THIS AGREEMENT is made and entered into effective the 1st day of January, 2025 (the “Effective Date”), by and between the CITY OF STONE MOUNTAIN, GEORGIA, a municipal corporation, hereinafter referred to as “City” and ANGELA COUCH, hereinafter referred to as “Attorney” (collectively referred to as the “Parties”).

W I T N E S E T H:

WHEREAS, Attorney has been engaged as a City Solicitor for the City since June 1, 2022; and

WHEREAS, Attorney is and continues to be qualified to serve as prosecuting attorney of a municipal court pursuant to O.C.G.A. § 15-18-92(a) and desires to continue to serve as a City Solicitor; and

WHEREAS, it is the desire of the Parties to establish and set forth their mutual responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Duties. The City hereby contracts with Attorney to perform all functions and duties of a prosecuting attorney of the Municipal Court (i.e., serve as a City Solicitor) and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:

- a. Prosecute cases which the City Charter, Ordinances, and Official Code of Georgia place within the original jurisdiction of the City’s Municipal Court;
- b. Perform advanced professional legal work involving the prosecution of defendants in misdemeanor criminal cases;
- c. Handle appeals and/or civil cases that relate to any prosecution as may be authorized by City Council or when so directed by the City Manager;
- d. Report to the City Manager as requested regarding the functions of the Municipal Court system;
- e. Collaborate with the Municipal Court Chief Judge to develop and carry out policies for trial procedures;
- f. Coordinate with the Municipal Court Chief Judge, Public Defender and Court Clerk to reduce or eliminate backlog of pending cases; and
- g. Review and recommend changes to the City Code which relate to Municipal Court, and draft ordinances as directed by the City Manager.
- h. Coordinate with other appointed City Solicitors regarding the duties provided to the City as stated herein.

2. Independent Contractor. In performing the duties of City Solicitor, Attorney shall serve as an independent contractor and not as an employee of the City. The City shall have no right or responsibility to control or influence the manner in which she carries out her prosecutorial responsibilities, save and except that Attorney agrees to carry out her duties in a timely, consistent, fair and effective manner.

3. Term. This Agreement shall commence on the date set forth on page one and shall continue until **December 31, 2025**. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties. Either of the Parties may terminate this Agreement at any time, so long as notice is provided at least two calendar weeks prior to the termination. No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement.

4. Compensation. As of the Effective Date hereof, the compensation shall be **\$160/hour**. Attorney will be compensated for travel time and mileage to and from Court and/or any place reasonably required for Attorney to fulfill the duties outlined herein. Attorney shall submit to City an itemized billing statement each month, and City shall remit payment of same within ten (10) business days of receipt.

5. Hours of Work. The City Solicitor shall appear at all sessions of the Municipal Court, unless another appointed City Solicitor appears. The Parties agree that there may be times when both City Solicitors will appear and/or when neither appear, but both such situations shall not be the normal course of proceedings in the City's Municipal Court. Outside of Court sessions, it is recognized that the hours devoted by Attorney in the performance of her responsibilities may vary with the caseload of the Court.

6. Periodic Review. The City may review the performance and compensation of Attorney by such method and at such times as the City Council shall deem appropriate.

7. Good Standing. Attorney agrees to maintain status in good standing with the State Bar of Georgia, and any fees associated therewith and as may be required for continuing legal education shall not be paid by the City.

8. General Provisions. This Agreement shall constitute the entire agreement between the Parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from City to Attorney other than as set forth herein.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties hereby execute said Agreement as follows:

CITY OF STONE MOUNTAIN:

ATTORNEY:

By: _____
Dr. Beverly Jones, Mayor

Angela Couch

ATTEST:

City Clerk

Approved as to Form:

City Attorney

.

**CONTRACT FOR SERVICES AGREEMENT
ASSOCIATE MUNICIPAL COURT JUDGE**

THIS AGREEMENT is made and entered into this 1st day of January, 2025 (the “Effective Date”), by and between the CITY OF STONE MOUNTAIN, GEORGIA, a municipal corporation, (hereinafter referred to as the “City”) and **TRACEY A. MORAN, ESQ.** (“Associate Municipal Court Judge”), an individual.

WITNESSETH:

WHEREAS, the City Council appoints a Chief and associate municipal court judges; and,

WHEREAS, state law, at O.C.G.A. § 36-32-2(a), requires that the City enter into contract with said judges and that such appointments be for a minimum period of two (2) years; and,

WHEREAS, Tracey A. Moran desires to serve as an Associate Municipal Court Judge for the City of Stone Mountain, Georgia; and

WHEREAS, the City desires for Tracey A. Moran to perform services as an Associate Municipal Court Judge of the City of Stone Mountain as provided by the City Charter; and

WHEREAS, the City Council wishes, by majority vote of the Council, to appoint Tracey A. Moran as Associate Municipal Court Judge for fiscal year (“FY”) 2025 and FY 2026.

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

I. MUTUAL ASSENT TO EMPLOYMENT.

The City Council hereby engages and hires Tracey A. Moran to act as an Associate Municipal Court Judge for the City, and the Municipal Court Judge accepts and agrees to this engagement of services. Tracey A. Moran acknowledges and agrees that s/he serves at the pleasure of the City, subject to O.C.G.A. § 36-32-2.1 which prohibits the dismissal of a Municipal Court Judge during his appointed term without “just cause”.

II. DUTIES OF MUNICIPAL COURT JUDGE.

The duties of the Municipal Court Judge shall be as described in the City’s Charter and Code, which are incorporated herein by this reference. The Municipal Court Judge shall be responsible for the operation of the Municipal Court of Stone Mountain in accordance with Constitutional and statutory standards, as well as all applicable directives from the Georgia Supreme Court, Georgia Court of Appeals and the Administrative Office of the Courts. The Municipal Court Judge shall supervise all aspects of court operations to ensure their compliance with such standards. To the extent training deficiencies are

observed, the Municipal Court Judge shall notify the City of the need for further training. The Municipal Court Judge shall be available to review warrants, issue probable cause findings and hold hearings as needed.

III. COMPENSATION AND BENEFITS.

a. Salary

In consideration for the successful performance of the duties as Municipal Court Judge, as referred to hereinabove, the City agrees to pay and the Municipal Court Judge agrees to accept, in full payment for Municipal Court Judges services, the total of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month, withholding applicable federal and state payroll tax withholdings, **beginning January 1, 2025, and ending December 31, 2026.** Such salary covers all assigned court sessions per month and all associated court activity outside/beyond regular sessions.

b. Benefits.

As required by Georgia statute, the City shall pay the cost of annual continuing education judge training for municipal court judges as required by the State of Georgia, and associated travel expenses as approved by the City, provided that should the Municipal Court Judge serve as the Chief Judge or Municipal Court Judge in one or more other municipal jurisdictions, the cost of such training and travel shall be apportioned among all such jurisdictions on an equal basis, as applicable.

IV. TERM.

This Agreement shall become effective January 1, 2025, and shall continue through December 31, 2026.

V. INSURANCE AND BONDING.

The City shall ensure and/or bond the Municipal Court Judge for all responsibilities and obligations and duties to be performed with the scope of his/her employment; however, the City shall have no obligation to indemnify or defend Municipal Judge for conduct or action undertaken in bad faith, is criminal in nature, constituting gross negligence, or for intentional, wrongful or reckless misconduct.

VI. TERMINATION.

The City shall comply with Georgia Law in the termination of a Municipal Court Judge.

In the event the Municipal Court Judge voluntarily resigns his/her position with the City before expiration of the aforesaid term of employment, the Municipal Court Judge shall give the City sixty (60) days advance written notice. This Agreement shall terminate prior to the expiration of the term specified above, without further liability of the City, if death, permanent disability (extending three (3) months or longer), or total incapacity shall render the Municipal Court Judge incapable of serving as the Municipal Court Judge.

VII. GENERAL PROVISIONS.

- a. The Chief Municipal Court Judge shall be allowed to select an associate judge to serve in his/her stead during his absence, provided his absence is not a result of a termination or expiration of this Agreement.
- b. Nothing herein contained shall act to prohibit Tracey A. Moran from engaging in the private practice of law and activities related thereto.
- c. In the event the Municipal Judge is called upon to perform marriage ceremonies as provided in Georgia Law, the Municipal Judge shall be allowed to charge a fee, therefore, and retain any such fee received in accordance with Georgia Laws on honorarium.

VIII. NOTICES.

All notices required under this Agreement shall be in writing and shall be hand-delivered to the addresses of the parties set forth below. Any party, by notice so given, may change the address to which future notices shall be sent.

Municipal Court Judge: The Honorable Tracey A. Moran
 Mann & Moran, P.C.
 [REDACTED]
 [REDACTED] Point, Georgia 30344

City of Stone Mountain: Mayor, City of Stone Mountain
 City Manager, City of Stone Mountain
 875 Main Street
 Stone Mountain, GA 30083

IX. FINAL AND ENTIRE AGREEMENT.

This Agreement supersedes and controls all prior written and oral agreements and representations of the parties. To the extent this Contract is inconsistent with prior written and oral agreements, the provisions set forth herein shall control, supersede and constitute the entire agreement of the parties. Additionally, by signing this agreement, the Municipal Court Judge warrants and represents that, as of the date of his signature below, he has no undisclosed claims against the City or nay employee or representative thereof and that he is eligible to serve as judge in accordance with Georgia law.

X. AMENDMENTS AND MODIFICATIONS.

This Agreement shall not be amended or modified except by written agreement signed by both parties.

XI. INVALID PROVISIONS.

Should any court for any reason deem any provision of this Agreement invalid or unenforceable, the remaining provisions shall nevertheless continue to be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in duplicate, each counterpart of which is hereby deemed an original for all purposes.

CITY OF STONE MOUNTAIN, GEORGIA

Dr. Beverly Jones, Mayor

Tracey A. Moran, Esq.

ATTEST:

Shawn Edmondson, City Clerk

APPROVED AS TO FORM:

Jeff Strickland, City Attorney

	Current Zoning	Comp Plan	Proposed Zoning	# of Lots	Existing Use
Garden Walk Apts/Condos	Single-Family Residential (R-1)	Condominium Residential	Multi-Family Residential (MR-1)	135	Apts/Condos
Oakridge Townhomes	Traditional Residential (R-2)	Townhomes/Duplex Residential	Multi-Family Residential (MR-1)	16	Townhomes
979, 973, 947, 963, 927, & 951 Sheppard Road	General Commercial (GC)	Single-Family Residential	Traditional Residential (R-2)	6	Single-Family
Chinquapin Way	General Commercial (GC)	Single-Family Residential	Traditional Residential (R-2)	5	Single-Family
853 4 th Street - Bethsaida Baptist Church	Shermantown Residential (R-4)	Public/Institutional	Office/Professional/Institutional	1	Religious Institution
1103 & 1095 Forrest + 1106 Ridge Ave	General Commercial	Single-Family Residential	Traditional Residential (R-2)	3	Single-Family
Colonial Park Apts & Sexton Condos	Traditional Residential (R-2)	Condominium Residential	Multi-Family Residential (MR-1)	13	Apts/Condos
854 Sheppard Rd - Parkwood Apts	Single-Family Residential (R-1)	Multi-Family Residential	Multi-Family Residential (MR-1)	1	Apts
811 3 rd Street - St. Paul AME Church	Shermantown Residential (R-4)	Public/Institutional	Office/Professional/Institutional	1	Religious Institution
917 & 925 Ridge Ave - Stone Mountain Baptist Church	Traditional Residential (R-2)	917 - Commercial 925 - Public/Institutional	Office/Professional/Institutional	2	Religious Institution
1047, 1041, 1037, & 1031 Ridge Ave + 5302 Polar Springs	Village Center Mixed-Use (VCM)	Single-Family Residential	Traditional Residential (R-2)	5	Single-Family



City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083

STAFF ANALYSIS AND REPORT

OWNER/APPLICANT: Habitat for Humanity DeKalb

LOCATION: 672 Pepperwood Trail
(Parcel ID: 18 074 03 136)

CURRENT ZONING/USE: R-1: Single-Family Residential

PROPOSED ZONING/USE: R-1: Single-Family Residential

REQUEST: Variance from Section 5-1.5(A)(4) to reduce the minimum front yard setback from 50-feet to 17.5-feet.

ZONING/ADJACENT LAND USE:

North	R-1: Single-Family Residential
South	Single-Family Residential in DeKalb County
West	R-1: Single-Family Residential
East	R-1: Single-Family Residential

MEETING INFORMATION:

Planning & Zoning Commission:	11/18/2024 – 6:30 P.M.
Mayor & City Council 1 st Read:	12/17/2024 – 6:30 P.M.
Mayor & City Council Public Hearing:	01/07/2025 – 6:30 P.M.

RECOMMENDATION:
Staff recommends approval with conditions.

BACKGROUND:

December 17, 2024

To: City of Stone Mountain Mayor & City Council

From: Richard Edwards, AICP

Subject: The applicant is requesting variance from Section 5-1.5(A)(4) to reduce the minimum front yard setback from 50-feet to 17.5-feet.

Background:

The applicant received final plat approval from the City of Stone Mountain on August 21, 1986. The final plat shows the front yard setback as 5-feet, the side yard setback as 5-feet, and the rear yard setback is not listed.

The property was rezoned to Single-Family Residential (R-1) in the early 2000s. This rezoning changed the setback requirements for neighbor. The minimum front yard setback is now 50-feet; the minimum rear yard setback is now 40-feet; and the minimum side yard setback is now 10-feet.

This lot is approximately 86-feetwide through the middle of the lot and the front yard setback and the rear yard setback overlaps in the middle of the lot. The surrounding homes in the cul-de-sac have a front yard setback ranging approximately from 5-feet to 35-feet and rear yard setback ranging approximately from 10-feet to 35-feet.

Analysis: Pursuant to Article II of the City of Stone Mountain Zoning Ordinance, Staff has reviewed the variance request in accordance with the required review criteria.

A. There are extraordinary and exceptional conditions pertaining to the particular property in question because of its size, shape or topography.

There are exceptional conditions pertaining to the particular property in question because of its size. The lot was platted under zoning regulations that would allow smaller front and rear yard setback and the lot is now practically unbuildable.

B. The application of the zoning ordinance to the particular piece of property would create an unnecessary hardship.

The strict application of the zoning ordinance could be considered an unnecessary hardship. The proposed development is similar in nature to the surrounding, nonconforming residential homes.

C. Such conditions are peculiar to the particular property involved.

These conditions would apply to all of the lots in this subdivision. However, this is a cul-de-sac lot with one of the shortest lot widths in the subdivision.

D. Such conditions are not the result of any actions of the property owner.

These conditions are not the result of any direct actions of the property owner.

E. Relief, if granted, would not cause substantial detriment to the public good nor impair the purposes or intent of this zoning ordinance.

It is not anticipated that the proposed use would cause detriment to the public good. However, this request does not fall within the intent of the zoning ordinance but could be considered an unnecessary hardship.

Recommendation:

Pursuant to Article II of the City of Stone Mountain Zoning Ordinance, Staff has reviewed the request in accordance with the required review criteria and recommends **APPROVAL** of the variance from Section 5-1.5(A)(4) to reduce the minimum front yard setback from 50-feet to 17.5-feet with the following conditions:

1. The development shall be substantially in compliance with the site plan dated September 24, 2024.

The Planning Commission voted (5-0) to recommend approval of this request with staff's conditions.



APPLICATION FOR VARIANCE

City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083

Date Received: _____

PERMIT#: _____
(Office Use Only)

APPLICANT INFORMATION

Applicant Name:	Habitat for Humanity DeKalb		
Address:	2380 4th Street, Tucker, GA 30084		
Phone:	770-270-6813	Cell:	Fax:
Email Address:	ssteele@dekalbhabitat.org		

OWNER INFORMATION (If different from Applicant)

Owner Name:	_____		
Address:	_____		
Phone:	_____	Cell:	Fax: _____
Email Address:	_____		

PROPERTY INFORMATION

Address:	672 Pepperwood Trail, Stone Mountain, GA 3087		
Parcel ID#:	18-074-03-136	Land Lot:	District: 11th

Office use only: CASE # _____

Applicant signature: Stan Seese

Date: 10/9/24



VARIANCE REQUEST CONSIDERATIONS

Applicant: Habitat for Humanity DeKalb

Analyze the impact of the variance request with the following questions:

1. There are extraordinary and exceptional conditions pertaining to the particular property in questions because of size, shape, and/or topography. _____

 Existing lot was originally developed in size and shape based on different zoning.
2. The application of the zoning ordinance would create an unnecessary hardship. Current zoning would require building a smaller home than current zoning allows, reducing the value of the home that we can build.
3. Such conditions are peculiar to the particular piece of property involved. The old home was built within 25 feet of the front property line, and well over the front and rear building lines of the current zoning. Neighboring homes on Pepperwood Trail are closer to the property lines than we are requesting for this home.
4. Such conditions are not the result of any actions of the property owner. _____
 We have made no alterations to the lot
5. Relief, if granted, would not cause substantial detriment to the public good nor impair the purposes or intent of this zoning ordinance? _____
 This variance would allow us to build an affordable home that enhances the community, fits with the existing homes, and removes an eyesore that is holding property values down.

SECTION II

OWNER/PETITIONER

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:


- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

Habitat for Humanity DeKalb

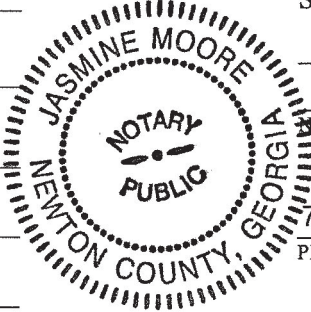
 TYPE OR PRINT OWNER'S NAME
 2380 4th Street

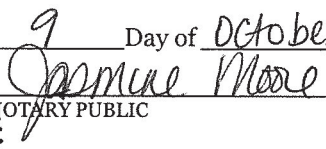
 ADDRESS
 Tucker, GA 30084

 CITY & STATE ZIP CODE


 OWNER'S SIGNATURE
 ssteale@dekalbhabitat.org

 EMAIL ADDRESS



Sworn to and subscribed before me this the
 9 Day of October 20 24


 NOTARY PUBLIC
 770-270-6813 ext 104

 PHONE NUMBER

PART 2. 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"); or (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").

 TYPE OR PRINT PETITIONER'S NAME

 ADDRESS

 CITY & STATE ZIP CODE

 PETITIONER'S SIGNATURE

 EMAIL ADDRESS

Sworn to and subscribed before me this the
 _____ Day of _____ 20____

 NOTARY PUBLIC

 PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: [] Attorney [X] Agent
 Complete Permitting Services/Elliott Fried

 TYPE OR PRINT ATTORNEY / AGENT NAME

 SIGNATURE OF ATTORNEY / AGENT
 11660 Alpharetta Hwy Suite 145

 ADDRESS
 Roswell, GA 30076

 CITY & STATE ZIP CODE

elliott@completepermitting.com

 EMAIL ADDRESS
 404-394-2811

 PHONE NUMBER

 PETITIONER'S SIGNATURE



SITE INFORMATION:

672 PEPPERWOOD TRAIL
TOTAL AREA: 0.23 ACRES

- R-1 (STONE MOUNTAIN) REQUIREMENTS
- MINIMUM LOT AREA: 10,000 S.F.
- MINIMUM YARD ADJACENT TO PUBLIC STREET: 10 FEET
- INTERIOR SIDE YARD SETBACKS: 10 FEET
- REAR YARD: 1,250 S.F.
- MINIMUM FLOOR AREA: 40 PERCENT
- MINIMUM LOT COVERAGE: 2
- MINIMUM BUILDING HEIGHT: 30 FEET
- LAND USE CLASSIFICATION: RESIDENTIAL

UTILITIES:
GAS - ATLANTA GAS LIGHT CO.
WATER - ATLANTA GAS LIGHT CO.
POWER - GEORGIA POWER

THIS PROPERTY IS NOT LOCATED INSIDE A DESIGNATED F.L.A. SPECIAL FLOOD HAZARD AREA AS PER DEKALB COUNTY FLOOD INSURANCE RATE MAP #13089C0091K. EFFECTIVE DATE: 12-8-2016

VARIANCE REQUEST

- 1.) REDUCE FRONT SETBACK FROM 50 FEET TO 17.5 FEET.
- 2.) REDUCE REAR SETBACK FROM 40 FEET TO 34.5 FEET.

LOT COVERAGE

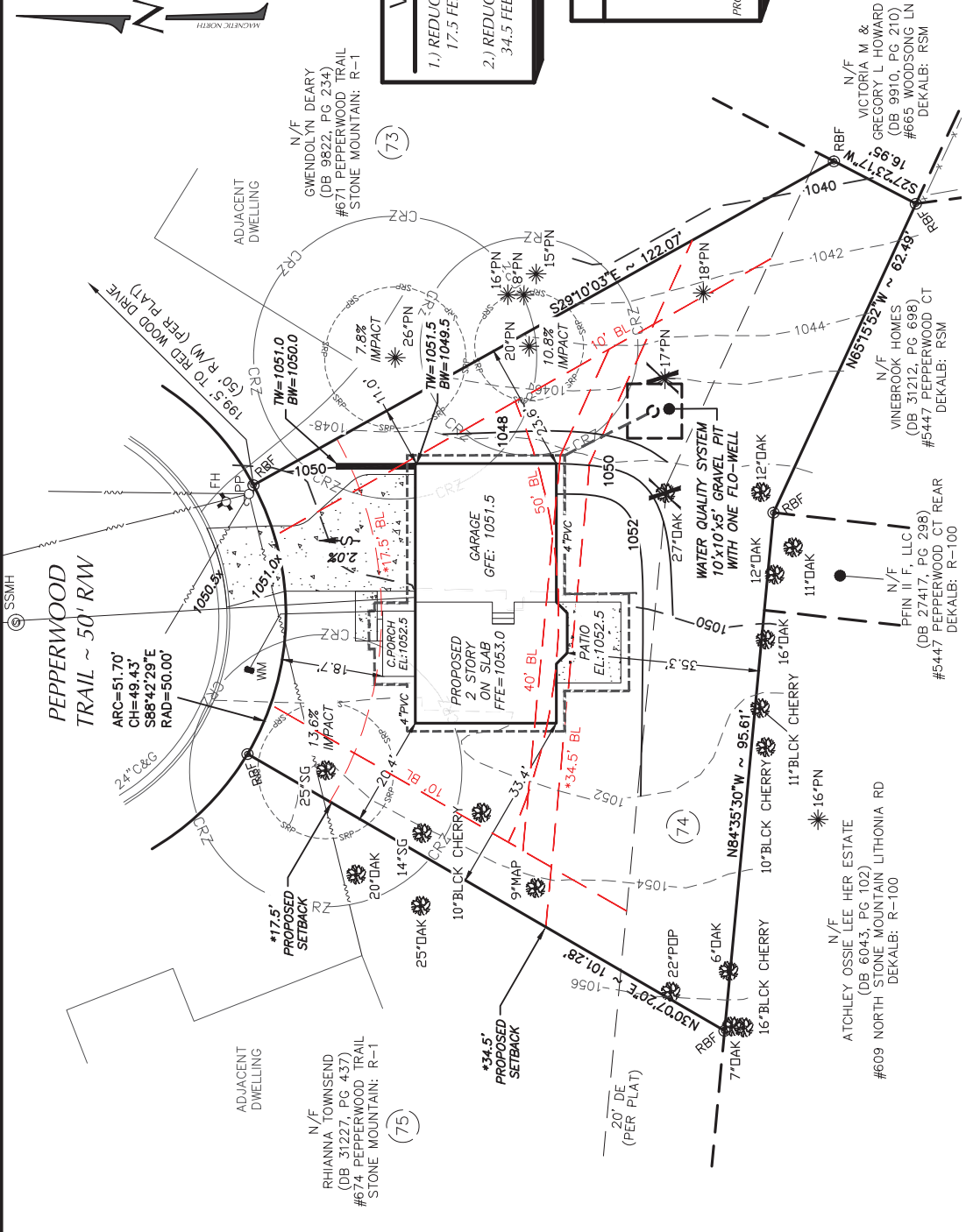
HOUSE/GARAGE = 12531 S.F.
C/PORCH = 72,0 S.F.
DRIVEWAY = 445.4 S.F.
WALKWAY/STEPS = 40.5 S.F.
PATIO = 156.8 S.F.
R-WALLS = 14.5 S.F.
TOTAL IMPERVIOUS AREA = 1984.6 S.F.

TOTAL LOT AREA = 10,181.9 S.F.
PROPOSED LOT COVERAGE = 1,984.6 / 10,181.9 = 19.5%

OWNER / CONTRACTOR:
HABITAT FOR HUMANITY - DEKALB
P.O. BOX 403
TUCKER, GA 30085

24 HOUR CONTACT:
SHARON STEELE
(770) 270-6813

ENGINEER/SURVEYOR:
GADDY SURVEYING & DESIGN, INC.
1215 PLEASANT HILL ROAD
LAWRENCEVILLE, GA 30044
(770) 931-5920



VARIANCE EXHIBIT

SCALE : 1" = 20'

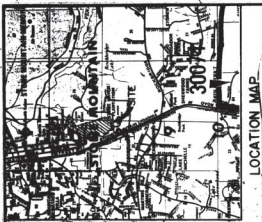


672 PEPPERWOOD TRAIL
LOT 74 - BLOCK "B"
PEPPERWOOD SUBDIVISION - PHASE 3
(PLAT BOOK 82, PAGE 159)
LAND LOT 74 ~ 18TH DISTRICT
CITY OF STONE MOUNTAIN ~ DEKALB COUNTY, GEORGIA

PROJECT NUMBER	EHD-21-034	
DATE	DRAWN	CHECKED
9/24/24	CV	VFG

SHEET 1 OF 1

Item # 2.

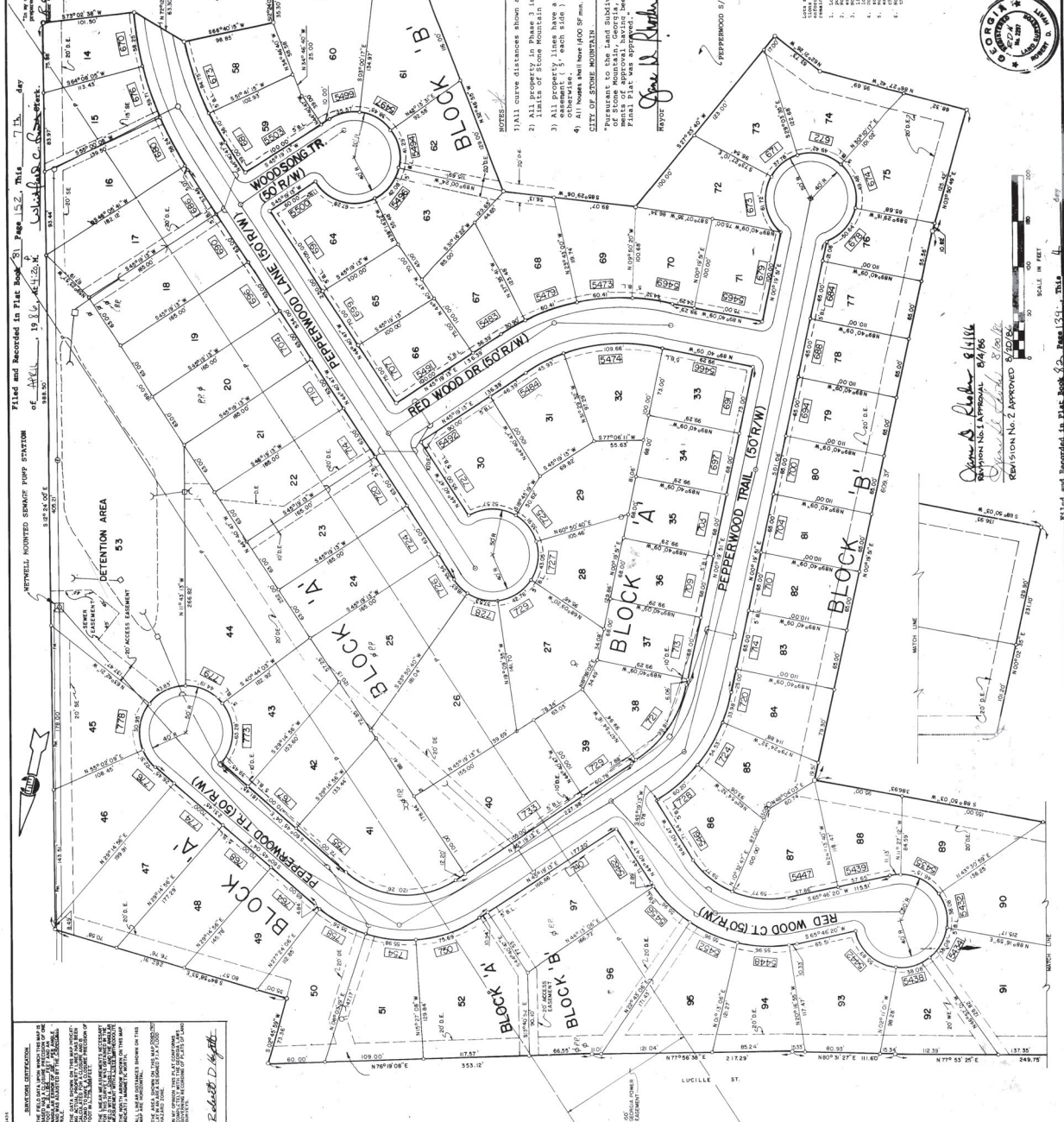


GENERAL NOTES:
1. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY OR A WARRANTY OF ANY KIND.
2. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND IT TO BE IN SUBSTANTIAL ACCORDANCE WITH THE RECORD PLAT.
3. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SURROUNDING AREAS AND HAS FOUND THEM TO BE IN SUBSTANTIAL ACCORDANCE WITH THE RECORD PLAT.
4. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PROPERTIES AND HAS FOUND THEM TO BE IN SUBSTANTIAL ACCORDANCE WITH THE RECORD PLAT.
5. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT STREETS AND HAS FOUND THEM TO BE IN SUBSTANTIAL ACCORDANCE WITH THE RECORD PLAT.
6. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT UTILITIES AND HAS FOUND THEM TO BE IN SUBSTANTIAL ACCORDANCE WITH THE RECORD PLAT.
7. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT ZONING AND HAS FOUND IT TO BE IN SUBSTANTIAL ACCORDANCE WITH THE RECORD PLAT.
8. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT EASEMENTS AND HAS FOUND THEM TO BE IN SUBSTANTIAL ACCORDANCE WITH THE RECORD PLAT.
9. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT EASEMENTS AND HAS FOUND THEM TO BE IN SUBSTANTIAL ACCORDANCE WITH THE RECORD PLAT.
10. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT EASEMENTS AND HAS FOUND THEM TO BE IN SUBSTANTIAL ACCORDANCE WITH THE RECORD PLAT.

Table with columns: LOT NO., AREA, DISTANCE, BEARING, etc. Lists lot numbers 1 through 99 and their corresponding dimensions and areas.

NOTES:
1. ALL CURVE DISTANCES SHOWN ARE CHORD DISTANCES.
2. ALL LINES WITHIN THE CITY LIMITS OF STONE MOUNTAIN.
3. ALL PROPERTY LINES HAVE A 1' DRAINAGE GRADIENT TO THE STREET OR TO THE ADJACENT PROPERTY.
4. ALL TOWNS SHALL HAVE A 400 SF MIN. WITH A 0.01% GRADIENT.
5. ALL TOWNS SHALL HAVE A 400 SF MIN. WITH A 0.01% GRADIENT.
6. ALL TOWNS SHALL HAVE A 400 SF MIN. WITH A 0.01% GRADIENT.
7. ALL TOWNS SHALL HAVE A 400 SF MIN. WITH A 0.01% GRADIENT.
8. ALL TOWNS SHALL HAVE A 400 SF MIN. WITH A 0.01% GRADIENT.
9. ALL TOWNS SHALL HAVE A 400 SF MIN. WITH A 0.01% GRADIENT.
10. ALL TOWNS SHALL HAVE A 400 SF MIN. WITH A 0.01% GRADIENT.

FINAL RECORDING PLAT
PEPPERWOOD SUBDIVISION
PHASE 3
SOUTH EAST CONSULTANTS, INC.
1177 W. 10th Street, Decatur, GA 30030
Phone: 404.373.1111
Fax: 404.373.1112
www.seiconsultants.com



Filed and Recorded in Plat Book 82, Page 159, This 21 day of May, 1986, A.C. 1530 M.
Witnessed by Clerk.
of May, 1986, At 4:00 P.M.
Witnessed by Clerk.

ADDITIONAL NOTES:
1. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND IT TO BE IN SUBSTANTIAL ACCORDANCE WITH THE RECORD PLAT.
2. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SURROUNDING AREAS AND HAS FOUND THEM TO BE IN SUBSTANTIAL ACCORDANCE WITH THE RECORD PLAT.
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7. ALL TOWNS SHALL HAVE A 400 SF MIN. WITH A 0.01% GRADIENT.
8. ALL TOWNS SHALL HAVE A 400 SF MIN. WITH A 0.01% GRADIENT.
9. ALL TOWNS SHALL HAVE A 400 SF MIN. WITH A 0.01% GRADIENT.
10. ALL TOWNS SHALL HAVE A 400 SF MIN. WITH A 0.01% GRADIENT.

MAP CHECK
DATE 4-2-86
BT
DATE 4-3-86
FINAL CHECK



City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083

STAFF ANALYSIS AND REPORT

OWNER/APPLICANT: Habitat for Humanity DeKalb

LOCATION: 672 Pepperwood Trail
(Parcel ID: 18 074 03 136)

CURRENT ZONING/USE: R-1: Single-Family Residential

PROPOSED ZONING/USE: R-1: Single-Family Residential

REQUEST: Variance from Section 5-1.5(A)(6) to reduce the minimum rear yard setback from 40-feet to 34.5-feet.

ZONING/ADJACENT LAND USE:

North	R-1: Single-Family Residential
South	Single-Family Residential in DeKalb County
West	R-1: Single-Family Residential
East	R-1: Single-Family Residential

MEETING INFORMATION:

Planning & Zoning Commission:	11/18/2024 – 6:30 P.M.
Mayor & City Council 1 st Read:	12/17/2024 – 6:30 P.M.
Mayor & City Council Public Hearing:	01/07/2025 – 6:30 P.M.

RECOMMENDATION:
Staff recommends approval with conditions.

BACKGROUND:

December 17, 2024

To: City of Stone Mountain Mayor & City Council

From: Richard Edwards, AICP

Subject: The applicant is requesting variance from Section 5-1.5(A)(6) to reduce the minimum rear yard setback from 40-feet to 34.5-feet.

Background:

The applicant received final plat approval from the City of Stone Mountain on August 21, 1986. The final plat shows the front yard setback as 5-feet, the side yard setback as 5-feet, and the rear yard setback is not listed.

The property was rezoned to Single-Family Residential (R-1) in the early 2000s. This rezoning changed the setback requirements for neighbor. The minimum front yard setback is now 50-feet; the minimum rear yard setback is now 40-feet; and the minimum side yard setback is now 10-feet.

This lot is approximately 86-feetwide through the middle of the lot and the front yard setback and the rear yard setback overlaps in the middle of the lot. The surrounding homes in the cul-de-sac have a front yard setback ranging approximately from 5-feet to 35-feet and rear yard setback ranging approximately from 10-feet to 35-feet.

Analysis: Pursuant to Article II of the City of Stone Mountain Zoning Ordinance, Staff has reviewed the variance request in accordance with the required review criteria.

A. There are extraordinary and exceptional conditions pertaining to the particular property in question because of its size, shape or topography.

There are exceptional conditions pertaining to the particular property in question because of its size. The lot was platted under zoning regulations that would allow smaller front and rear yard setback and the lot is now practically unbuildable.

B. The application of the zoning ordinance to the particular piece of property would create an unnecessary hardship.

The strict application of the zoning ordinance could be considered an unnecessary hardship. The proposed development is similar in nature to the surrounding, nonconforming residential homes.

C. Such conditions are peculiar to the particular property involved.

These conditions would apply to all of the lots in this subdivision. However, this is a cul-de-sac lot with one of the shortest lot widths in the subdivision.

D. Such conditions are not the result of any actions of the property owner.

These conditions are not the result of any direct actions of the property owner.

E. Relief, if granted, would not cause substantial detriment to the public good nor impair the purposes or intent of this zoning ordinance.

It is not anticipated that the proposed use would cause detriment to the public good. However, this request does not fall within the intent of the zoning ordinance but could be considered an unnecessary hardship.

Recommendation:

Pursuant to Article II of the City of Stone Mountain Zoning Ordinance, Staff has reviewed the request in accordance with the required review criteria and recommends **APPROVAL** of the variance from Section 5-1.5(A)(6) to reduce the minimum rear yard setback from 40-feet to 34.5-feet with the following conditions:

1. The development shall be substantially in compliance with the site plan dated September 24, 2024.

The Planning Commission voted (5-0) to recommend approval of this request with staff's conditions.



APPLICATION FOR VARIANCE

City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083

Date Received: _____

PERMIT#: _____
(Office Use Only)

APPLICANT INFORMATION

Applicant Name:	Habitat for Humanity DeKalb		
Address:	2380 4th Street, Tucker, GA 30084		
Phone:	770-270-6813	Cell:	Fax:
Email Address:	ssteele@dekalbhabitat.org		

OWNER INFORMATION (If different from Applicant)

Owner Name:	_____		
Address:	_____		
Phone:	_____	Cell:	Fax: _____
Email Address:	_____		

PROPERTY INFORMATION

Address:	672 Pepperwood Trail, Stone Mountain, GA 3087		
Parcel ID#:	18-074-03-136	Land Lot:	District: 11th

Office use only: CASE # _____

Applicant signature: Stan Seese

Date: 10/9/24



VARIANCE REQUEST CONSIDERATIONS

Applicant: Habitat for Humanity DeKalb

Analyze the impact of the variance request with the following questions:

1. There are extraordinary and exceptional conditions pertaining to the particular property in questions because of size, shape, and/or topography. _____
 Existing lot was originally developed in size and shape based on different zoning.
2. The application of the zoning ordinance would create an unnecessary hardship. Current zoning would require building a smaller home than current zoning allows, reducing the value of the home that we can build.
3. Such conditions are peculiar to the particular piece of property involved. The old home was built within 25 feet of the front property line, and well over the front and rear building lines of the current zoning. Neighboring homes on Pepperwood Trail are closer to the property lines than we are requesting for this home.
4. Such conditions are not the result of any actions of the property owner. _____
 We have made no alterations to the lot
5. Relief, if granted, would not cause substantial detriment to the public good nor impair the purposes or intent of this zoning ordinance? _____
 This variance would allow us to build an affordable home that enhances the community, fits with the existing homes, and removes an eyesore that is holding property values down.

SECTION II

OWNER/PETITIONER

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

Habitat for Humanity DeKalb

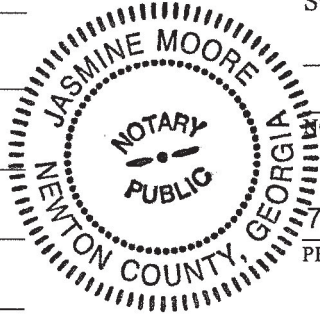
 TYPE OR PRINT OWNER'S NAME
 2380 4th Street

 ADDRESS
 Tucker, GA 30084

 CITY & STATE ZIP CODE

 OWNER'S SIGNATURE
 ssteale@dekalbhabitat.org

 EMAIL ADDRESS



Sworn to and subscribed before me this the
 9 Day of October 20 24

 JASMINE MOORE
 NOTARY PUBLIC

 770-270-6813 ext 104

 PHONE NUMBER

PART 2. 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"); or (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").

 TYPE OR PRINT PETITIONER'S NAME

 ADDRESS

 CITY & STATE ZIP CODE

 PETITIONER'S SIGNATURE

 EMAIL ADDRESS

Sworn to and subscribed before me this the
 _____ Day of _____ 20____

 NOTARY PUBLIC

 PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: [] Attorney [X] Agent
 Complete Permitting Services/Elliott Fried

 TYPE OR PRINT ATTORNEY / AGENT NAME

 SIGNATURE OF ATTORNEY / AGENT
 11660 Alpharetta Hwy Suite 145

 ADDRESS
 Roswell, GA 30076

 CITY & STATE ZIP CODE

elliott@completepermitting.com

 EMAIL ADDRESS
 404-394-2811

 PHONE NUMBER

 PETITIONER'S SIGNATURE



SITE INFORMATION:

672 PEPPERWOOD TRAIL
 TOTAL AREA: 0.23 ACRES

R-1 (STONE MOUNTAIN) REQUIREMENTS
 LOT WIDTH: 100 FEET MIN.
 MINIMUM LOT AREA: 10,000 S.F.
 MINIMUM YARD ADJACENT TO PUBLIC STREET:
 FRONT: 30 FEET
 INTERIOR SIDE YARD SETBACKS: 10 FEET, 40 FEET
 REAR YARD: 1,250 S.F., 40 PERCENT
 MINIMUM FLOOR AREA: 2
 MINIMUM LOT COVERAGE: 40 PERCENT
 MINIMUM PARKING: 2
 MINIMUM BUILDING HEIGHT: 30 FEET
 LAND USE CLASSIFICATION: RESIDENTIAL

UTILITIES:
 GAS - ATLANTA GAS LIGHT CO.
 WATER - DEKALB COUNTY
 POWER - GEORGIA POWER

THIS PROPERTY IS NOT LOCATED INSIDE A DESIGNATED
 F.L.A. SPECIAL FLOOD HAZARD AREA AS PER DEKALB
 COUNTY FLOOD INSURANCE RATE MAP #13089C0091K
 EFFECTIVE DATE: 12-8-2016

VARIANCE REQUEST

- 1.) REDUCE FRONT SETBACK FROM 50 FEET TO 17.5 FEET.
- 2.) REDUCE REAR SETBACK FROM 40 FEET TO 34.5 FEET.

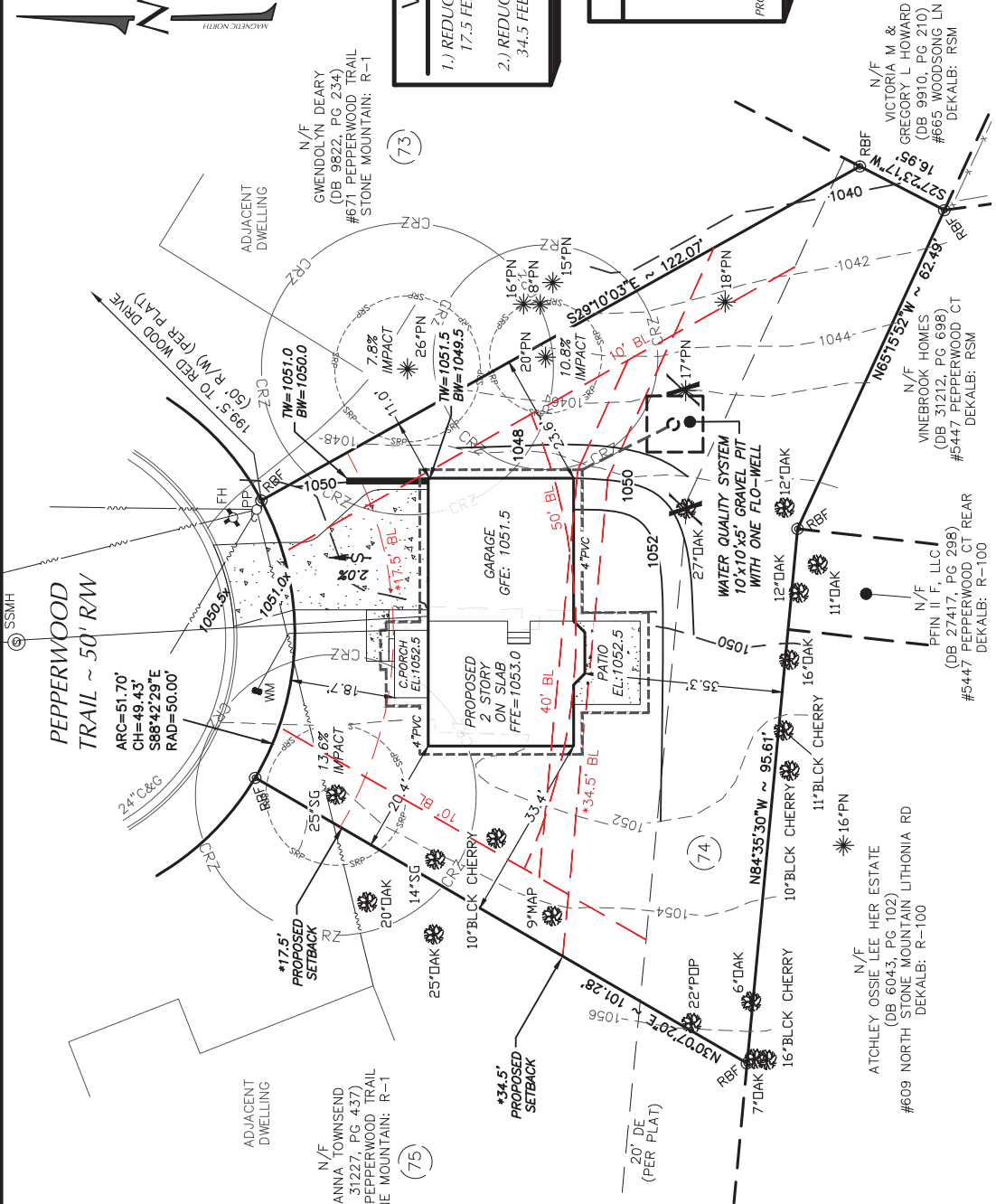
LOT COVERAGE

HOUSE/GARAGE = 1253 I.S.F.
 C/PORCH = 72.0 S.F.
 DRIVEWAY = 445.4 S.F.
 WALKWAY/STEPS = 40.5 S.F.
 PATIO = 156.8 S.F.
 R-WALLS = 14.5 S.F.
 TOTAL IMPERVIOUS AREA = 1984.6 S.F.
 TOTAL LOT AREA = 10,181.9 S.F.
 PROPOSED LOT COVERAGE = 1,984.6 / 10,181.9 = 19.5%

OWNER / CONTRACTOR:
 HABITAT FOR HUMANITY - DEKALB
 P.O. BOX 403
 TUCKER, GA 30085

24 HOUR CONTACT:
 SHARON STEELE
 (770) 270-6813

ENGINEER/SURVEYOR:
 GADY SURVEYING & DESIGN, INC.
 1215 PLEASANT HILL ROAD
 LAWRENCEVILLE, GA 30044
 (770) 931-5920



VARIANCE EXHIBIT

SCALE : 1" = 20'



GADY SURVEYING & DESIGN, INC.
 1215 PLEASANT HILL ROAD
 LAWRENCEVILLE, GEORGIA 30044
 (770) 931-5920
 FAX - (770) 931-5903



672 PEPPERWOOD TRAIL
 LOT 74 - BLOCK "B"
 PEPPERWOOD SUBDIVISION - PHASE 3
 (PLAT BOOK 82, PAGE 159)
 LAND LOT 74 ~ 18TH DISTRICT
 CITY OF STONE MOUNTAIN ~ DEKALB COUNTY, GEORGIA

PROJECT NUMBER	EHD-21-034	
DATE	DRAWN	CHECKED
9/24/24	CV	VFG

SHEET 1 OF 1



City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083

STAFF ANALYSIS AND REPORT

OWNER/APPLICANT: Bill Harris

LOCATION: 968 & 990 Sexton Drive
(Parcel ID: 18 090 07 026 & 18 090 07 033)

CURRENT ZONING/USE: R-2: Multi-Family Apartments

PROPOSED ZONING/USE: R-2: Multi-Family Apartments & Vacation Home Facilities

REQUEST: Special Use Permit to allow for two (2) vacation home facility units.

ZONING/ADJACENT LAND USE:

North	R-1: Single-Family Home & Townhomes
South	GC: McCurdy Park & MR-1 Apartments
West	R-1: Single-Family Residential
East	GC: McCurdy Park

MEETING INFORMATION:

Planning & Zoning Commission:	11/18/2024 – 6:30 P.M.
Mayor & City Council 1 st Read:	12/17/2024 – 6:30 P.M.
Mayor & City Council Public Hearing:	01/07/2025 – 6:30 P.M.

RECOMMENDATION:
Staff recommends approval with conditions.

BACKGROUND:

December 17, 2024

To: City of Stone Mountain Mayor & City Council

From: Richard Edwards, AICP

Subject: The applicant is requesting a Special Use Permit to allow for two (2) vacation home facility units.

Background:

A vacation home facility is defined as: “a residential type establishment, with commercial enterprise, offering whole house rental with no more than four lodging rooms for temporary occupancy for a fee that does not offer food to guest.” The occupancy of the guest shall not exceed 14 consecutive days during any 90 day period.

The Colonial Park Apartments were constructed in 1971. There are five buildings within the complex comprised of 22 total apartments. Below is a break down of the building units and sizes:

Building #	# of units	Bed/bathroom count
968	4	2 bed, 1 bath
970	4	2 bed, 1 bath
972	4	1 bed, 1 bath
980	6	2 bed, 1 bath
990	4	2 bed, 1 bath

The applicant is currently only has plans to start with 2 units as vacation home facilities but would like the option to expand in the future.

Analysis: Pursuant to Article II of the City of Stone Mountain Zoning Ordinance, Staff has reviewed the special use permit request in accordance with the required review criteria.

A. Whether or not there will be a significant adverse effect on the neighborhood or area in which the proposed use will be located.

The existing building is a multi-family use apartment complex. This request would reduce the number of available long-term rentals for citizens in the City of Stone Mountain. There are no signification adverse effects anticipated on the neighborhood or area with the proposed staff conditions.

B. Whether or not the use is compatible with the neighborhood.

The proposed use is compatible with the neighborhood. This is an existing apartment complex with townhomes to the north and a large apartment complex to the south.

C. Whether or not the proposed use will constitute a nuisance as defined by state law.

It is not anticipated that the proposed use will constitute a nuisance.

D. Whether or not property values of surrounding property will be adversely affected.

Adjacent property values are not anticipated to be adversely affected through the establishment of the requested use.

E. Whether or not adequate provisions are made for parking and traffic considerations.

It is not anticipated that the proposed use will cause a burden on traffic. This is an existing apartment complex with existing parking.

F. Whether or not the site or intensity of the use is appropriate.

The proposed vacation home facilities within the apartment complex do appear to be appropriate with the staff recommended conditions.

G. The location or proximity of other similar uses (whether conforming or non-conforming).

There is a Short-Term Rental – Homestay located on Polar Springs Road not too far from this location.

H. Whether or not adequate controls and limits are placed upon commercial deliveries.

It is not anticipated that any commercial deliveries will be required.

I. Whether or not adequate landscaping plans are incorporated to ensure appropriate transition.

The proposed use is within an existing development that has existing landscaping that was recently updated.

J. Whether or not the public health, safety and welfare of the surrounding neighborhoods will be adversely affected.

The subject property is located along a corridor that has two large multi-family developments and is not anticipated to produce adverse impacts on the public health, safety, and welfare of surrounding neighborhoods. There will not be an undue strain on resources (i.e.: schools, transportation, water) based on the characteristics of the proposed use.

K. Whether it is consistent with the Comprehensive Plan.

The property falls within the Townhome/Duplex designation on the Future Land Use Map, which calls for multi-family residential uses. The property also falls within the West Gateway Character Area, which calls primary land uses that include single-family residential, multi-family residential, condominium and townhome residential, and commercial uses. This request is consistent with the Comprehensive Plan.

Recommendation:

Pursuant to Article II of the City of Stone Mountain Zoning Ordinance, Staff has reviewed the request in accordance with the required review criteria and recommends **APPROVAL** of the Special Use Permit for vacation home facilities with the following conditions:

1. The applicant shall only be allowed to apply for and maintain only two (2) vacation home facilities within any given year.
2. The applicant shall apply for a Short-Term Rental Permit and Business License annually.
3. Provide no more than four lodging (guest) rooms with a minimum of 70 square feet per room.
4. Occupancy of a lodging room shall require at least 40 square feet per individual.
5. Occupancy by guest(s) shall not exceed 14 consecutive days during any 90 day period.
6. Vacation home facilities shall be required to have a smoke alarm in each lodging room (guest room) and a fire extinguisher visible and accessible to guests. The facilities are subject to at least one annual inspection at the time of initial licensing and during renewal of the same.
7. There shall be no on-street parking allowed for guests.
8. No business and advertising signs shall be permitted.

The Planning Commission voted (3-2) to recommend denial of this request.



APPLICATION FOR USE PERMIT

City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083

Date Received: 10/9/24

USE PERMIT#: _____
(Office Use Only)

APPLICANT INFORMATION

Applicant Name: William Harris

Address: 698 Sexton DR Stone Mountain GA 30083

Phone: _____ Cell: 770 638 8723 Fax: _____

Email Address: billseellsatt@gmail.com

OWNER INFORMATION (If different from Applicant)

Owner Name: _____

Address: _____

Phone: _____ Cell: _____ Fax: _____

Email Address: _____

PROPERTY INFORMATION

Address: 698-990 Sexton DR Stone Mountain GA 30083

Parcel ID#: _____ Land Lot: _____ District: _____

CURRENT ZONING: _____

USE PERMIT REQUEST: _____

Name (print) William Harris

Signature: William Harris Date: 10/9/24

SECTION II

OWNER/PETITIONER

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

William Harris
 TYPE OR PRINT OWNER'S NAME
698-990 Sexton DR
 ADDRESS
Stone Mountain GA 30092
 CITY & STATE ZIP CODE
William Harris
 OWNER'S SIGNATURE
billhelleo@attle@gmail.com
 EMAIL ADDRESS

Sworn to and subscribed before me this the
9th Day of October 2024
Danny P. Mail
 NOTARY PUBLIC
770 448 8984
 PHONE NUMBER



PART 2. 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, better 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"; or (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").

 TYPE OR PRINT PETITIONER'S NAME

 ADDRESS

 CITY & STATE ZIP CODE

 PETITIONER'S SIGNATURE

 EMAIL ADDRESS

Sworn to and subscribed before me this the
 _____ Day of _____ 20_____

 NOTARY PUBLIC

 PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: Attorney Agent

 TYPE OR PRINT ATTORNEY / AGENT NAME

 SIGNATURE OF ATTORNEY / AGENT

 ADDRESS

 CITY & STATE ZIP CODE

 EMAIL ADDRESS

 PHONE NUMBER

 PETITIONER'S SIGNATURE



USE PERMIT CONSIDERATIONS

Applicant: _____

Analyze the impact of the proposed use permit with the following questions:

1. Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed? Apartment Complex
2. What is the extent to which property values are diminished by their particular zoning restrictions? Use is not changing; going from long-term Rentals to short term Rentals
3. What is the extent to which the possible reduction of property values of the subject property promotes health, safety, morals or general welfare of the public? Property Value will not go down
4. What is the relative harm to the public as compared to the hardship imposed upon the individual property owner? No Harm
5. What is the suitability of the subject property for the zoning proposed? No Zoning Change proposed
6. What is the length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property? No;
N/A
7. Will the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property? No;
N/A

8. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?

No N/A

9. Does the property affected by the zoning proposal have a reasonable economic use as currently zoned?

No N/A

10. Does 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?

No N/A

11. Is the zoning proposal in conformity with the policy and intent of the comprehensive plan and future development map?

No N/A

12. Are there any 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?

No N/A

13. What is the impact upon the appearance of the city?

None / N/A

14. What is the anticipated impact upon the provision of water, sewage, transportation and other urban services?

None N/A

15. What is the anticipated impact upon population density and the potential for overcrowding and urban sprawl?

None N/A

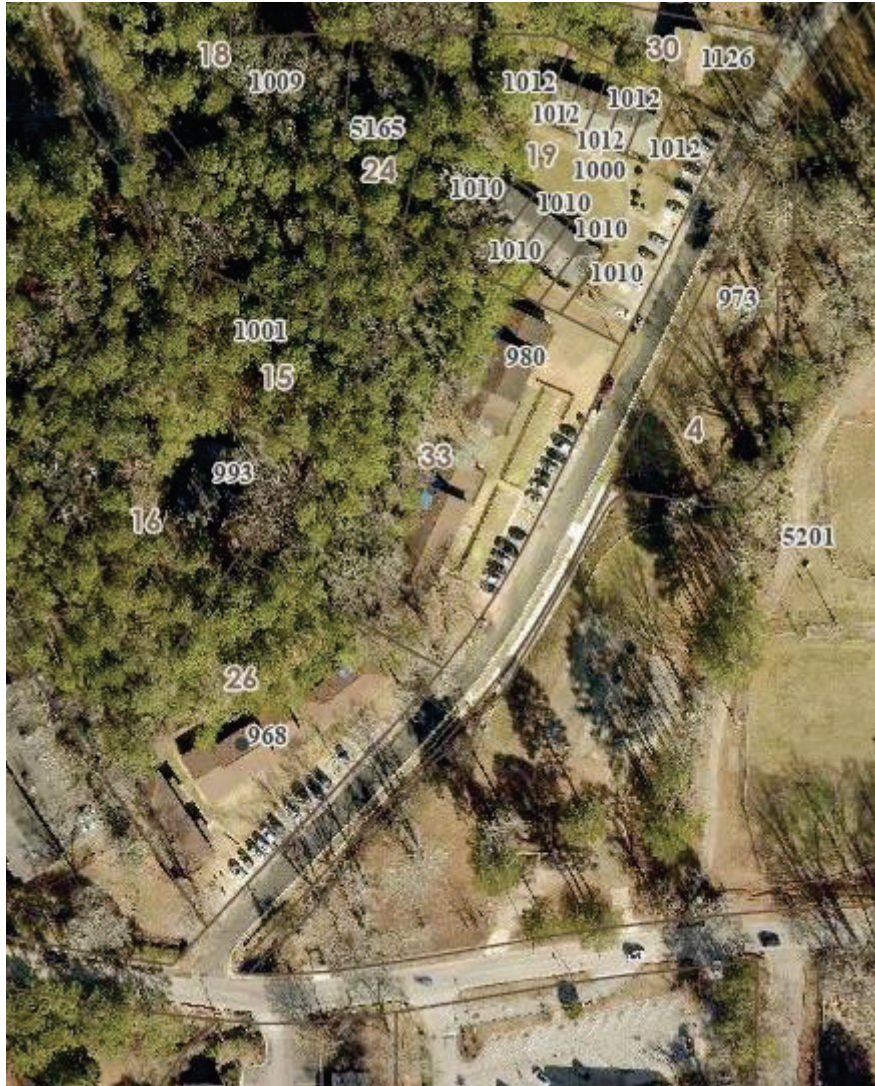
16. What is the anticipated impact upon thoroughfare congestion and traffic safety?

None N/A

17. What measures are being taken to protect the property against blight and depreciation?

We maintain the property (Monthly)





**PROPOSED CONTRACT TO PROVIDE CITY ATTORNEY
AND PROSECUTING ATTORNEY SERVICES**

THIS AGREEMENT is made and entered into effective the ____ day of January, 2025 (the “Effective Date”), by and between the CITY OF STONE MOUNTAIN, GEORGIA, a municipal corporation, hereinafter referred to as “City,” and CAROTHERS & MITCHELL, LLC, hereinafter referred to as “the Firm” (collectively referred to as the “Parties”).

W I T N E S E T H:

WHEREAS, the City desires and needs legal services to include duties as city attorney and prosecuting attorney; and

WHEREAS, the City has had a relationship with the Firm since June 1, 2022 wherein legal services were provided by Angela C. Couch, a partner in the Firm, both as a prosecuting attorney and assisting with city attorney duties; and

WHEREAS, the Firm and its attorneys are qualified to provide city attorney and prosecuting attorney services pursuant to O.C.G.A. § 15-18-92(a) and other applicable law; and

WHEREAS, Angela C. Couch desires to continue to serve as a City Solicitor in the Stone Mountain Municipal Court and to offer city attorney services to the City; and

WHEREAS, it is the desire of the Parties to establish and set forth their mutual responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Carothers & Mitchell, LLC shall perform all functions and duties to provide city attorney services to the City, with Angela C. Couch being formally appointed as the City of Stone Mountain City Attorney. The City understands other attorneys and staff of the Firm will assist in the provision of said city attorney services at the rates set forth in Exhibit A. The Parties agree and understand that the Firm will charge for such matters as meetings; consultations; conferences; telephone calls; correspondence and e-mail; research; review, drafting, and revising of various documents such as contracts, pleadings, and ordinances, and such other activities as may be needed for representation of the City. The Parties agree and understand that in addition to the above-referenced fees, the Firm will bill for all costs associated with representation of the City, such as filing costs, publication fees, long distance telephone calls, deposition and transcript charges, copying charges, postage, as well as travel expenses, courier fees and the like, incurred as a direct result of the provision of legal services.

2. Angela C. Couch will continue to perform all functions and duties to provide prosecuting services to the City and shall be sworn in as an Assistant City Solicitor in the City of Stone Mountain Municipal Court. The Firm will bill for the provision of said services at the rates set forth in Exhibit A. As an Assistant City Solicitor, Ms. Couch’s duties shall include, but are not limited to, the following:

a. Prosecute cases which the City Charter, Ordinances, and Official Code of Georgia place within the original jurisdiction of the City’s Municipal Court;

- b. Perform advanced professional legal work involving the prosecution of defendants in misdemeanor criminal cases;
 - c. Handle appeals and/or civil cases that relate to any prosecution as may be authorized by City Council or when so directed by the City Manager;
 - d. Report to the City Manager as requested regarding the functions of the Municipal Court system;
 - e. Collaborate with the Municipal Court Chief Judge to develop and carry out policies for trial procedures;
 - f. Coordinate with the Municipal Court Chief Judge, Public Defender and Court Clerk to reduce or eliminate backlog of pending cases; and
 - g. Review and recommend changes to the City Code which relate to Municipal Court, and draft ordinances as directed by the City Manager.
3. Independent Contractor. In performing the legal services as set forth herein, the Firm's attorneys and staff shall serve as independent contractors and not as employees of the City.
4. Term. This Agreement shall commence on the date set forth on page one and shall continue until **December 31, 2025**. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties. Either of the Parties may terminate this Agreement at any time, so long as notice is provided at least two calendar weeks prior to the termination. No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement.
5. Compensation. As of the Effective Date hereof, compensation to the Firm shall be hourly rates as set forth in Exhibit A. Attorneys will be compensated for travel time and mileage to and from City Hall, Municipal Court and/or any place reasonably required for the Firm to provide the services outlined herein. The Firm shall submit to the City an itemized billing statement each month, and City shall remit payment of same within ten (10) business days of receipt.
6. Hours of Work. In providing City Attorney services, the Firm agrees that one of its attorneys will attend all regular and special-called meetings of City Council, unless otherwise directed by the City Council, and will be available to provide City Attorney legal services during normal business hours, 8:30 a.m. to 5:30 p.m., Monday through Friday. The Parties recognize that there may be times outside of these hours when the City will request City Attorney services, but the Parties understand and agree that such situations shall not be the normal course of action of the Parties. In providing prosecuting attorney services, Angela C. Couch shall appear once a month for a code enforcement/ordinance violation calendar, unless such calendar is canceled by the Municipal Court Chief Judge. Ms. Couch agrees to assist the City Solicitor and make other appearances as her schedule otherwise allows. The Parties agree and recognize that the hours devoted by Ms. Couch in the performance of her City Solicitor responsibilities may vary by each individual case and with the caseload of the Court.
7. Periodic Review. The City may review the performance and compensation of the Firm by such method and at such times as the City Council shall deem appropriate.

8. Good Standing. The Firm agrees that all of its attorneys shall maintain good standing with the State Bar of Georgia, and any fees associated therewith and as may be required for continuing legal education shall not be paid by the City.

9. General Provisions. This Agreement shall constitute the entire agreement between the Parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from City to Attorney other than as set forth herein.

IN WITNESS WHEREOF, the Parties hereby execute said Agreement as follows:

CITY OF STONE MOUNTAIN:

CAROTHERS & MITCHELL, LLC:

By: _____
Dr. Beverly Jones, Mayor

Angela C. Couch

ATTEST:

City Clerk

EXHIBIT A

City Attorney Services:	\$265/hour
City Solicitor Services:	\$190/hour
Litigation in any court other than City of Stone Mountain Municipal Court:	\$285/hour
Real Estate Attorney Services:	\$285/hour
All Paralegal Services:	\$165/hour



Agenda Item / Council Work Session
Meeting Date: Tuesday, December 17, 2024

SUBJECT: DISCUSSION AND REVIEW OF THE PROPOSAL FOR LANDSCAPING SERVICES WITH CRABAPPLE LANDSCAPEEXPERTS

Subject: Discussion Item

Department: Public Works

Presented By: Maggie Dimov, ACM and Economic Development /DDA Director

REQUESTED ACTION: Council to consider the approval of the agreement for FY2025, for landscaping services with Crabapple LandscapExperts

Background Information:

On February 26, 2024, at their Regular Meeting, the DDA Board approved a Request for Proposal for Landscape Maintenance Services. The request included: scope of the project; area map and services that need to be provided along the Main Street corridor. (A total of twelve (12) companies submitted their proposals).

On April 29, 2024, at their Special Called Meeting, the DDA announced “Crabapple LandscapExperts” as the finalist in the bidding process.

In September 2024, after discussion with the DDA, city staff proposed the landscaping project to be managed by the City’s Public Works Department in 2025.

Staff Request: Council to consider the approval of the agreement for FY2025, for landscaping services with Crabapple LandscapExperts

Attachments/Exhibits: Agreement between the City of Stone Mountain and the Crabapple LandscapExperts

MAINTENANCE SERVICES AGREEMENT

LANDSCAPING

This Maintenance Services Agreement (the “Agreement”) is made and entered into this 1st day of January, 2025 (the “Effective Date”), by and between the **CITY OF STONE MOUNTAIN**, a municipal corporation of the State of Georgia (the “City”) and **CRABAPPLE TURF MANAGEMENT, INC. D/B/A/ CRABAPPLE LANDSCAPEEXPERTS**, a Georgia corporation (“Contractor”), collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, the City desires to retain Contractor to provide certain services generally described as landscaping maintenance services;

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work, and Contractor is aware that it must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

Section 1. Contract Documents

This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the “Contract Documents”:

- A. Scope of Services, attached hereto as “**Exhibit A**”;
- B. Alien Employment affidavits, attached hereto as “**Exhibits B.1 and B.2**”;

- C. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Change Orders (defined in Section 5 below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description

- A. Project. The project is described generally as mowing and landscaping of various right-of-way areas and City spaces (the “Project”).

Section 3. The Work

- A. The Work. The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Contract Documents for the Project referenced above. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the City, as determined by the City in its sole discretion, shall govern.

Section 4. Contract Term; Expedited Completion

- A. Contract Term. The term of this Agreement (“Term”) shall commence on the Effective Date and the Work shall be completed on or before December 31, 2025. Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Agreement may be extended for additional periods predicated on satisfactory performance and appropriation for lawn maintenance services by the City.
- B. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents. If, in the judgment of the City, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the City, shall immediately take action to increase the rate of work placement by:

- (1) An increase in working forces;
- (2) An increase in equipment or tools;

- (3) An increase in hours of work or number of shifts;
- (4) Expediting delivery of materials; and/or
- (5) Other action proposed if acceptable to City.

Within five (5) calendar days after such notice from City that the Work is behind schedule, the Contractor shall notify the City in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the City deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the City's approval and such approval is provided in writing by the City.

Section 5. Change Orders

- A. Change Order Defined. A "Change Order" means a written modification of the Contract Documents, signed by representatives of the City and the Contractor with appropriate authorization.
- B. Right to Order Changes. The City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by the Contractor and the City. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the City in its sole discretion, the City shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.
- C. Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of the City and the Contractor.
- D. Authority to Execute Change Order. The City Manager has authority to execute, without further action of the City Council, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section 6(A) below. Any such Change Orders materially altering the terms of this Agreement, or any Change Order increasing the price by more than Ten Thousand Dollars (\$10,000.00), must be approved by resolution of the City Council.
- E. Minor Changes in the Work. The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the

Contract Documents. Such changes shall be effected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

Section 6. Contractor's Compensation; Time and Method of Payment

- A. Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **\$120,766.10** (the "Maximum Contract Price"), and except as otherwise outlined in Section 5 above. The Contractor represents that the Maximum Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement.
- B. Billing. The Maximum Contract Price shall be billed at a rate of **\$10,063.84** per month for twelve (12) months. The City agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the City that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Invoices will be sent on the 1st of each month and due within thirty (30) days of the City's approval. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the City before charges are incurred and shall be handled through change orders as described in Section 5 above. To avoid unreasonable delay in payment, the City shall have until the 5th business day after receiving the invoice to approve or dispute the invoice. In the event the City takes no action the invoice shall be paid within thirty (30) Days.

Section 7. Covenants of Contractor

- A. Conflict of Interest. Contractor certifies that to the best of his knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify the City. If the City determines that a conflict of interest exists, the City may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. The City shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed, if Contractor had knowledge of the conflict of interest and did not notify the City within five (5) business days of becoming aware of the existence of the conflict of interest.

- B. Meetings. The Contractor is required to meet with the City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the City. Meetings will occur as problems arise and will be coordinated by the City or the Contract Administrator. The Contractor will be given a minimum of three (3) full business days' notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract for cause.
- C. Expertise of Contractor. Contractor accepts the relationship of trust and confidence established between it and the City, recognizing that the City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of City and the Project in accordance with City's requirements and procedures, and Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.
- D. Proper Execution by Contractor. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not complying with the Contract Documents or not meeting the applicable standard of care or quality, including but not limited to those of repeated procedures and compensation for the Contract Administrator's services or expenses, will be provided at Contractor's expense and at no additional cost to the City. This provision shall survive termination of this Agreement.

It is the Contractor's responsibility to be reasonably aware of all applicable laws, statutes, ordinances, building codes, and rules and regulations. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Contract Administrator and the City in writing of any portions of the Contract Documents that are at variance with the applicable laws, statutes, ordinances, building codes, and rules and regulations.

The Contractor's duties shall not be diminished by any approval by the City or Contract Administrator of Work completed or produced; nor shall any approval by the City or Contract Administrator of Work completed or produced release the

Contractor from any liability therefor, it being understood that the City is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

E. Familiarity with the Work.

- (i) *Contractor Familiarity with Work.* Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents, site conditions, authorities, tests, reports and studies relative to that portion of the Work, as well as the information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site(s) affecting it. Contractor represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. These obligations are for the purpose of facilitating maintenance by the Contractor and are not for the purpose of discovering errors, omissions, inconsistencies, or ambiguities in the Contract Documents; however, any errors, inconsistencies, omissions, or ambiguities discovered by the Contractor shall be reported promptly to the Contract Administrator and City in writing. Contractor represents that it has given the City written notice of all errors, omissions, inconsistencies, or ambiguities that the Contractor has discovered in the Contract Documents so far, and the written resolution thereof by the City is acceptable to the Contractor. Further, Contractor acknowledges that its obligation to give notice of all such errors, omissions, inconsistencies, or ambiguities shall be continuing during the Term of this Agreement. Any failure on the part of the Contractor to notify the Contract Administrator and the City in writing of any errors, omissions, inconsistencies, or ambiguities in the Contract Documents that Contractor discovered or reasonably should have discovered shall result in a waiver and full release by the Contractor of any future arguments or defenses based on such errors, omissions, inconsistencies, or ambiguities against the City. Further, if the Contractor fails to perform its obligations pursuant to this paragraph, the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations.
- (ii) *Contractor Requests for Information.* If, with undue frequency (as determined by the City in its sole discretion), the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations or clarifications, the Contractor shall be

liable to the City for reasonable charges from the Contract Administrator for the additional services required to review, research and respond to such requests for information.

- F. Supervision, Inspection and Maintenance Procedures. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over maintenance means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning maintenance means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the City and Contract Administrator and shall not proceed with that portion of the Work without further written instructions from the City or Contract Administrator as approved in writing by the City.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the Contractor or Contractor's subcontractors or sub-subcontractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

- G. Budgetary Limitations. Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the City.
- H. City's Reliance on the Work. The Contractor acknowledges and agrees that the City does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the City bears no responsibility for Contractor's

Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the City is limited to the function of determining whether there has been compliance with what is required to be performed under this Agreement. The City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

- I. Contractor's Reliance on Submissions by the City. Contractor must have timely information and input from the City in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the City, but Contractor shall be required to provide immediate written notice to the City if Contractor knows or reasonably should know that any information provided by the City is erroneous, inconsistent, or otherwise problematic.
- J. Clean Up. Contractor shall keep the Project site(s) and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work (i.e., each landscaping service), the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the City may do so, and the cost thereof shall be charged to the Contractor.
- K. Contractor's Representative. Beau Rasnick [insert name] shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.
- L. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the City. Nothing contained in this Agreement shall be construed to make the Contractor or any of its employees, servants or subcontractors an employee, servant or agent of the City for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, agents, or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the City by virtue of this Agreement with the Contractor. Any provisions of this Agreement that may appear to give the City the right to direct

Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the City may hire additional entities to perform Work related to this Agreement.

Inasmuch as the City and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

- M. Responsibility of Contractor and Indemnification of City. The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the City on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City and the City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of the Contractor, its subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any

subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

N. Insurance.

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with coverage and limits no less than:
 - (a) *Commercial General Liability:* \$1,000,000 (one million dollars) combined single limit per occurrence comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable). If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location, and the general aggregate limit shall be twice the required occurrence limit.
 - (b) *Commercial Automobile Liability (owned, non-owned, hired):* \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) *Workers' Compensation and Employers' Liability:* Workers' Compensation policy with limits as required by the State of Georgia

and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, the Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

If higher limits are maintained by Contractor than shown above, the City shall be entitled to coverage for any additional insurance proceeds in excess of the specified minimum limits maintained by the Contractor.

- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing so that the City may ensure the financial solvency of the Contractor; self-insured retentions should be included on the certificate of insurance.
- (4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:
 - (a) General Liability, Automobile Liability and Umbrella Liability Coverage.
 - (i) *Additional Insured Requirement*. The City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.
 - (ii) *Primary Insurance Requirement*. The Contractor's insurance coverage shall be primary noncontributing

insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

- (iii) *Reporting Requirement.* Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (iv) *Separate Coverage.* Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
 - (v) *Defense Costs/Cross Liability.* Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) *Subrogation.* The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the City.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the City.
- (c) All Coverages:
- (i) *Notice Requirement.* Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be reduced, suspended, voided, or canceled except after thirty (30) calendar days' prior written notice (or 10 calendar days if due to non-payment) has been given to the City. In addition, Contractor shall provide written notice to City at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. The City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.
 - (ii) *Starting and Ending Dates.* Policies shall have concurrent starting and ending dates.

- (iii) *Incorporation of Indemnification Obligations.* Policies shall include a Project-specific endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement, including but not limited to Section 7(M) of this Agreement.
- (5) Acceptability of Insurers: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurer(s) with an A.M. Best Policyholder's rating of no less than "A-" and with a financial rate of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.
- (6) Verification of Coverage: Contractor shall furnish to the City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming the City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The City reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- O. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the City. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the City shall have no obligation to them.
- P. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, the City shall not enter into a contract for the physical performance of services unless:

- (1) the Contractor shall provide evidence on City-provided forms, attached hereto as “**Exhibits B.1 and B.2**” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in “**Exhibit B.1**”, and submitted such affidavit to City or provided the City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as “**Exhibit B.2**”, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the City within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall be authorized to conduct an inspection of the Contractor’s and Contractor’s subcontractors’ verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor’s subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City

Contractor or Contractor's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with the City, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the City thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

- 500 or more employees.
 100 or more employees.
 Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

Q. Records, Reports and Audits.

(1) Records:

- (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the City under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by City under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- (2) Reports and Information: Upon request, the Contractor shall furnish to the City any and all Records in the form requested by the City. All Records stored on a computer database must be of a format compatible with the City's computer systems and software.
- (3) Audits and Inspections: At any time during normal business hours and as often as the City may deem necessary, Contractor shall make available to the City or City's representative(s) for examination all Records. The Contractor will permit the City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for City or City's representative(s) to access and inspect the Records, or, at the request of the City, shall make the Records available for inspection at the City's office. Further, Contractor shall permit the City or City's representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, the City or City's representative(s) shall not interfere with or disrupt such activities.
- R. Confidentiality. Contractor acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Contractor acknowledges that the City's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

- S. Licenses, Certifications and Permits. The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the Contractor by any and all national, state, regional, City or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, which are customarily secured after execution of the Agreement, and which are legally required. Contractor shall furnish copies of such permits, licenses, etc. to the City within ten (10) days after issuance.
- T. Authority to Contract. The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.
- U. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

Section 8. Covenants of the City

- A. Right of Entry. City shall provide for right of entry for Contractor and Contractor's equipment as required for Contractor to complete the Work; provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.
- B. City's Representative. **Miglena Dimov** shall be authorized to act on City's behalf with respect to the Work as the City's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section 5 above.

Section 9. Termination

- A. For Convenience. The City may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar

days in advance of the termination date.

- B. For Cause. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of City's failure to pay the Contractor within thirty (30) calendar days of Contractor providing the City with notice of a delinquent payment and an opportunity to cure. The City may terminate this Agreement for cause as provided in Section 10 of this Agreement. The City shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The City shall then make alternative arrangements for completion of the Project.
- C. Statutory Termination. This Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the City.
- D. Payment. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, and except as otherwise provided herein, the City shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 6 herein. The City shall have no further liability to Contractor for such termination. At its sole discretion, the City may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.
- If this Agreement is terminated for cause, the City will make no further payment to the Contractor until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, the City shall provide payment to the Contractor for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the City.
- E. Assumption of Contracts. The City reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The City will promptly notify the Contractor of the contracts the City elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.
- F. Conversion to Termination for Convenience. If the City terminates this Agreement for cause and it is later determined that the City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section 9(A) above.

- G. Requirements Upon Termination. Upon termination, the Contractor shall promptly discontinue all services, cancel as many outstanding obligations as possible if requested to do so by the City, and not incur any new obligations, unless the City directs otherwise.
- H. Reservation of Rights and Remedies. The rights and remedies of the City and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 10. City's Rights; Contractor Default

- A. City Rights Related to the Work.
- (i) *City's Right to Stop the Work.* If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the City may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. Such a stoppage of Work shall not extend the Expected Date of Final Completion of the Work.
- (ii) *City's Right to Carry Out the Work.* If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the City to commence and/or continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.
- B. Contractor Default. For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement: (a) a failure to fulfill in a timely and proper manner Contractor's obligations under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or covenants of this Agreement or any applicable city, state, or federal laws, which do not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds \$100,000 and is no longer subject to appeal or, in the opinion of the City, would be fruitless to appeal and where (i) such

judgment or order shall continue un-discharged or unpaid for a period of thirty (30) calendar days, (ii) an insurer acceptable to the City has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the City is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.

In the event of Contractor's default under this Agreement, the City shall send written notice to the Contractor setting forth the specific instances of the default and providing the Contractor with at least seven (7) calendar days to cure or otherwise remedy the default to the reasonable satisfaction of the City. If the default is not remedied during the stated cure period, then the City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge the Contractor for the costs of curing the default against any sums due or which become due to the Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the City for such default.

Section 12. Miscellaneous

- A. Complete Agreement. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of DeKalb City, Georgia or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Contractor submits to the jurisdiction and venue of such court.
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- D. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have

executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

E. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the City for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.

F. Notices.

(1) *Communications Relating to the Work.*

All communications relating to the Work shall be exchanged between **Renata Boyd** and **Miglena Dimov** for the City and **Penelope Hilliard** for the Contractor. The City’s Public Works Department may identify an additional individual to handle the day-to-day activities, as necessary.

(2) *Official Notices.*

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent *via* national overnight commercial carrier to the Party at the addresses given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith:

NOTICE TO CITY shall be sent to:

City of Stone Mountain
c/o Miglena Dimov
875 Main Street
Stone Mountain, Georgia 30083
mdimov@stonemountaincity.org

NOTICE TO CONTRACTOR shall be sent to:

Crabapple LandscapExperts
c/o Penelope Hillard
1012 Union Center Dr A
Alpharetta, Georgia 30004
Penelope.hilliard@crabapple.com

G. Waiver of Agreement. No failure by the City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this

Agreement, and no custom or practice of the City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the City's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

- H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, warranties, and insurance maintenance requirements.
- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.
- K. Force Majeure. Neither the City nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof,

or of this Agreement, or in any way affect this Agreement.

- M. No Third-Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- N. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.
- O. Agreement Construction and Interpretation. Contractor represents that it has reviewed and become familiar with this Agreement. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
- P. Material Condition. Each term of this Agreement is material, and Contractor’s breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the City at law or in equity.
- Q. Use of Singular and Plural. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement effective as of the Effective Date first above written.

**CONTRACTOR: CRABAPPLE TURF
MANAGEMENT, INC. D/B/A/ CRABAPPLE
LANDSCAPEXPERTS**

By: _____
Name (printed): _____
Title (printed): _____

ATTEST:

[AFFIX CORPORATE SEAL]

By: _____
Name (printed): _____
Title (printed): _____

CITY OF STONE MOUNTAIN

By: _____
Name: Dr. Beverly Jones
Title: Mayor, City of Stone Mountain

ATTEST:

[AFFIX SEAL]

By: _____
Name: Shawn Edmondson
Title: City Manager and City Clerk

Approved as to form:

Jeffrey Strickland, City Attorney

“EXHIBIT A”

SCOPE OF SERVICES

“EXHIBIT B.1”

CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF _____
COUNTY OF _____

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Stone Mountain has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Contractor

_____ [insert bid number and project
name]

Name of Project

City of Stone Mountain

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____
(city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE _____ DAY OF
_____, 20__.

Notary Public

[NOTARY SEAL]

My Commission Expires:

“EXHIBIT B.2”

SUBCONTRACTOR AFFIDAVIT

STATE OF _____
COUNTY OF _____

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of the City of Stone Mountain has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

[insert bid and project name]

Name of Project

City of Stone Mountain, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

*Agenda Item / Council Work Session**Meeting Date: Tuesday, December 17, 2024*

SUBJECT: CONSIDERATION OF APPROVAL OF AN ONLINE FILM APPLICATION SOFTWARE, CALLED FILM APP STONE MOUNTAIN

Subject: Discussion Item**Department:** Economic Development**Presented By:** Maggie Dimov, ACM and Economic Development /DDA Director**REQUESTED ACTION:** If Council chooses to adopt this online film application software it should be moved to First Read on December 17, 2024, and Second Read on January 21, 2024, at which time it can be voted on for adoption.

Background Information / Film Permitting Process in the City of Stone Mountain: The City of Stone Mountain's film permitting process was administered by the City's Special Events & Film Coordinator, which worked closely with the Special Events Committee and public authorities when needed (like DeKalb County Entertainment Committee, Fire Marshal Offices, and other), to make sure filming in the City is legal and safe. Upon receipt of a film request, the City's Special Events and Film Coordinator presented the application with supporting documents to the committee for review and approval. (The City's Special Events Commission consists of five members, the department head or his/her designee, from the following departments: Economic Development, Public Works, City Clerk, Police and Code Enforcement).

Issue: Requests for filming (applications with supporting documents) were submitted ten (10) business days in advance of the proposed shoot date. The film fee schedule that was proposed in the past was based on a comparison to fees approved by other cities and the current market rates. Film fees were collected by check and through online card payments. To pay by card, the applicant had to provide a signed authorization form allowing staff to process the charge. Both payment methods were time-consuming and delayed the permit approval process.

To Be Considered: DeKalb County recently approached the City to help implement an online system called Film App, to allow staff to review applications and process permits more efficiently.

To support the City of Stone Mountain's rapidly expanding film industry, the City can streamline the permitting process for film productions through the Film App online application software. In addition to streamlining the permitting process for film productions in the City of Stone Mountain, the City also will be responsible for the following:

- Coordinating the issuance of permits for productions filming in the City of Stone Mountain.
- Facilitating communication between producers and city agencies.

- Minimizing potential inconveniences to local residents and businesses affected by film production.
 - Partnering with the Georgia Film, Music & Digital Entertainment Office and other partners to market the City of Stone Mountain as a leading center for film, culture, and entertainment.
-

Staff Request: Council to consider the launch of an online application software called Film App Stone Mountain.

Attachments/Exhibits:

- Blank Master Agreement for the City to sign. (The DeKalb Entertainment Commission signed a Master Agreement with Apply 4 Technologies for use of the FilmApp platform and created 13 instances including Unincorporated DeKalb. Each jurisdiction is tasked with signing a Master Agreement for use of the platform by each City. (Instance is term used to describe the online portal of each jurisdiction.))
- Entertainment Commission Annual Report YTD

AGREEMENT BY AND BETWEEN:

- (1) This **Agreement** is made and entered into by and between **Apply4Technology, LLC**, a limited liability company registered in the State of Florida with its principal office located at 19046 Bruce B. Downs Ste. 207, Tampa, FL 33647 ("**Supplier**") and the **City of Stone Mountain**, a Georgia municipal corporation with its principal office located at 875 Main Street, Stone Mountain, GA 30083 (the "**City**"). Supplier and the City are sometimes referred to in this Agreement individually as a Party and collectively as the Parties
- (2) This Agreement shall be considered made and effective as of the _____ day of _____, 202_ ("**Commencement Date**").

Background

- (A) The Supplier has developed and owns the application portals FilmApp and EventApp ("**Websites**") and their underlying software platform and infrastructure which enable: (1) third parties to apply online for permission to use specific locations for film shoots, holding live events and for other purposes; (2) local authorities and other authorities responsible for those locations to manage and respond to those applications as well as accept payment online (the "**Platform**"). The Websites and Platform will be incorporated into the City's Microsite (defined below).
- (B) The City wishes to access and use a customized, web-based execution version of the Platform ("**City's Microsite**") to manage and respond to film and photo permit applications by third parties ("**City's Users**") to carry out such activities at locations for which the City is responsible.
- (C) The Supplier has agreed to configure and customize the City's Microsite and permit the City to use the City's Microsite, which incorporates Supplier's Websites and Platform, on the terms and conditions of this agreement (the "**Agreement**").
- (D) The Supplier's application portals are a cloud-based hosted subscription service.

1. Definitions

In this Agreement, the following terms will have the following meanings:

"**City Data**" all data or other information the City (or the Supplier on the City's behalf) or City's Users input or otherwise contribute to the [City's Microsite].

"**Confidential Information**" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (3) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

"**Commencement Date**" the date upon which this Agreement is considered made and effective.

"**Implementation Date**" the date hereof, as described as the date upon which the City's Microsite is available to provide Services described in Clause 4.1(a) and (b) below, but no later than sixty (60) days after the Commencement Date.

"**Intellectual Property Rights**" all copyright and related rights, patents, rights to inventions, utility models, trademarks, service marks, trade, business and domain names, rights in trade dress or

get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, broadcast rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"**Services**" the services described in Clause 4.1(a) and (b) below and the attached "Product and Service Description and Statement of Work" (**Exhibit A**).

"**Upgrades**" include any and all improvements and developments to the Websites, Platform or City Microsite, software or software infrastructure (exclusive of hardware) created using specifications developed under this Agreement.

2. **The Relationship between the City and the Supplier**

2.1 This Agreement shall commence on the Commencement Date as first written above and shall continue for four (4) years from the Commencement Date (the "**Term**"), subject to Clause 9 of this Agreement and O.C.G.A. § 36-60-13. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on the last day of the City's fiscal year each year of the Term, and further, that this Agreement shall automatically renew on the first day of the City's fiscal year each subsequent year absent City's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current City fiscal year. To the extent this may apply to this Agreement, title to any supplies, materials, equipment, or other personal property shall remain in Supplier until fully paid for by City.

(a) The Term may be extended for one (1) twelve (12) month period upon the written mutual agreement of the Parties.

2.2 With the exception of Clause 9.6(b) below, this Agreement, including the attachments, sets out the entire agreement between the Parties and supersedes all previous agreements or representations in relation to its subject matter. Each Party agrees that, with the exception of Clause 9.6(b) below, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation or warranty that is not set out in this Agreement.

3. **The Services**

The Supplier grants the City a world-wide, non-exclusive, non-transferable, non-sublicensable right to access and use the City's Microsite, including the Websites and Platform, for the purposes of:

3.1

(a) Without limitation, inputting, retrieving, generating and storing information and data about area locations for which the City issues permits and other logistical documents; and

(b) managing and responding to applications from City's Users. Such applications are to be submitted using the Apply4 Websites for permission to conduct activities at specific locations for the City's business.

(c) All the specific products, services and tasks covered in this Agreement are described in the attachment(s) "Service Description and Statement of Work."

3.2 For the avoidance of doubt, nothing in this Agreement permits the City or City's Users to access the City's Microsite except remotely over the internet using the Websites.

3.3 The Supplier reserves the right to modify the City's Microsite on the provision of 5 days written notice and immediately without notice for the purpose of resolving technical issues (i.e. bug fixes).

Such modifications must be discussed with City and pre-approved in writing, unless said modification involves an emergency technical modification (i.e. data breach, bug fixes, website crash, etc.).

- 3.4 If the Supplier is required to suspend access to the City's Microsite due to unscheduled corrective maintenance or other technical issues, the Supplier will provide a pro-rated refund to DeKalb County, a political subdivision of the State of Georgia ("DeKalb County") in respect of any fees already paid by DeKalb County for the period during which DeKalb County or the City was unable to access the City's Microsite unless: (a) access to only part of the City's Microsite was suspended, and use of the rest of the City's Microsite was still available to the City, with materially the same functionality as before such suspension; the period of such suspension lasting for no longer than seven days; (b) the City terminates this Agreement because of the City's breach pursuant to Clause 9.

4. **The Parties' Obligations**

- 4.1 Subject to the City's compliance with the terms and conditions of this Agreement, the Supplier shall provide the following services for the City:
- (a) Configuration of the City's Microsite to enable City's Users to apply online for permission to use specific locations within the City's jurisdiction for film productions and for other purposes.
 - (b) Provision to the City and City's Users access and use of the City's Microsite via the Websites.
 - (c) The City acknowledges and agrees that it will not use the City's Microsite for any purpose other than the purposes and services listed in section 3.1 above.
- 4.2 The Supplier will provide City access to the City's Microsite using a username and password system. The City must ensure that, to the reasonable satisfaction of the Supplier, it has appropriate security measures in place to ensure that:
- (a) each username and password are used only as allocated by the Supplier; and
 - (b) the security and confidentiality of usernames and passwords are maintained at all times and not disclosed by their respective individual users, whether to other individuals within the City's organization or to any third parties, but for authorized users.
- 4.3 The City agrees not to do, or attempt to do, any of the following:
- (a) allow any individual to access to and / or use any portion of password protected sections of the City's Microsite, except the City's employees who are authorized to use the City's Microsite and to whom the Supplier has allocated usernames and passwords;
 - (b) copy, modify, adapt, publish, distribute, make available, enhance or translate the City's Microsite or any part of the City's Microsite except for the City creating informational materials about the service for the City's internal stakeholders and other municipalities interested in acquiring services from the Supplier. All materials must be reviewed and approved in writing by Supplier prior to use;
 - (c) sublicense the City's rights to use the City's Microsite or grant or purport to grant to the City's Users or any other third party any right in or to the City's Microsite;
 - (d) decompile or disassemble any portion of the Platform (which, for the avoidance of doubt, includes the City's Microsite) or the components of the Platform unless: (1) Section 50B of the Copyright, Designs and Patents Act 1988 or other applicable law confers on the City any right to decompile or disassemble any portion of the Platform or the components of the Platform; and (2) prior to such actual or attempted disassembly or decompilation, the City has notified the Supplier in writing that it requires such information as is necessary to permit it to create an independent program which can be operated with any portion of the Services or the components of the Services and the

Supplier has not provided such information within one month of the City's written request; and (3) the information so obtained is not used for any other purpose;

- (e) interfere with or disrupt the operation of the Platform or access to it;
- (f) restrict or inhibit the ability of any other authorized person to access or use the Platform;
- (g) remove, obscure or modify any copyright, trademark, or other proprietary rights notice from the Platform;
- (h) create a database by systematically downloading and storing all or any part of the Platform source code;
- (i) use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather or reproduce the Services or circumvent the navigational structure or presentation of the Platform; and / or
- (j) knowingly use the Platform or access to it for any purpose, and/or to upload any content or data, which:
 - (i) is unlawful, harmful, threatening, harassing, defamatory, obscene, libellous, invasive of another's privacy, or infringes upon another person or entity's rights, such as another person or entity's intellectual property rights;
 - (ii) involves the transmission or other making available of any computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment (including, without limitation, any virus, worm, Trojan horse, Easter egg, time bomb or spyware); and / or
 - (iii) involves the impersonation of any person or entity, falsely stating or otherwise misrepresenting an affiliation with any person or entity or expressing or implying that the Supplier endorses any statement the City makes.

4.4 The City ensures, to the best of its ability, all individual users of the City's Microsite will not engage in restricted activities set out in this clause 4.

5. Fees

5.1 All initial fees payable by DeKalb County to the Supplier with respect to the Services are described in the Attached "Sales Invoice / Pricing" (**Exhibit B**), exclusive of tax and any other tax, and such fees shall be due and payable in accordance with the Attachments.

5.2 Yearly subscription fees payable by DeKalb County to the Supplier with respect to the Services during the term of the Agreement as described the in the Attachment "Sales Invoice / Pricing", and such fees shall be due and payable in accordance with the Attachment.

5.3 DeKalb County will pay each valid invoice within 30 days of the date of such invoice. Should DeKalb County fail to pay such invoice within 90 days past due, the Supplier shall be entitled to charge interest (accruing daily and compounded quarterly) on the overdue amount, payable immediately on demand, from the due date to the date of actual payment, at the rate of 2% per annum above base rate

6. Ownership

6.1 The City warrants, represents and undertakes that:

- (a) it owns or has a valid licence to use, and will for the duration of this Agreement own or have a valid licence to use, any and all City Data that it or the City's Users inputs or otherwise contributes to the Services, and that such use will not infringe upon the rights of any third party; and

(b) to the extent that City can confirm, all such City Data is, and will throughout the duration of this Agreement be accurate and up to date.

6.2 The Parties further confirm and agree that:

(a) The Supplier owns and/or its licensors own, and will at all times own, the Platform, and all Intellectual Property Rights in the Platform. With the exception of City Data, the Supplier owns and / or its licensors own, all information and other data included in or accessed by means of the Platform, or which is generated on it, and all Intellectual Property Rights in such information.

6.3 The City hereby grants the Supplier a worldwide, non-exclusive, transferable, sub licensable, perpetual, royalty-free, licence during and after the term of this Agreement to copy, modify, distribute, publish, make available or otherwise use the City Data for the following purposes only:

- (a) providing the City with access to, and use of, the City's Microsite;
- (b) if the Supplier agrees to do so, provide the City with training, maintenance telephone support, or back-up or related services in relation to access or use of the City's Microsite by City or City's Users; and
- (c) the Supplier will continue to develop and improve the Platform and its other services. Such Upgrades, developments and/or improvements to the Websites or Platform shall be provided to City without cost.

Any developments and/or improvements to the City's Microsite or Platform specifically requested by the City which are unrelated to technical issues of the Website, Platform, or Microsite will be completed at cost to the City. See attached "Product and Service Description and Statement of Work" (**Exhibit A**).

6.4 Except as otherwise granted in this Agreement, the City has no other rights to use the City's Microsite, the Platform, or any of the Supplier's Intellectual Property Rights, unless said Intellectual Property Rights are granted to City by Supplier in writing.

7 Availability, Maintenance and Support

7.1 Supplier shall be responsible for all maintenance and Upgrades to the Websites, Platform and City Microsite which may from time to time be required.

7.2 City shall be responsible for all maintenance and upgrades to the City's computer systems which may from time to time be required.

7.3 Supplier warrants that the application platform(s) will be available to be accessed by the City at least 99.5% (Uptime) of each calendar month during the Term of this Agreement.

7.3.1 Where Supplier fails to meet the Uptime Service Level then DeKalb County is entitled to claim the following prorated Service Credits against the annual Subscription Fee:

Uptime Percentage in a full calendar month	Credit
99.5% to 100%	No proration: Uptime is met.
97% to 99.4%	5% of the monthly Subscription Fee for the Services prorated
95% to 96.9%	7% of the monthly Subscription Fee for the Services prorated

90% to 94.9%	10% of the monthly Subscription Fee for the Services prorated
Less than 90%	100% of the monthly Subscription Fee for the Services

- 7.3.2 Uptime will be calculated monthly by Supplier and such calculation will be deemed binding on the parties in absence of manifest error. Uptime Availability is calculated based on the following formula:

$$UA = (T - M - D) / (T - M) \times 100\%$$
 where UA = Uptime Availability, T = Total Monthly Minutes, M = Scheduled Maintenance Minutes and D = Downtime Minutes. When calculating any Service Level, any failure to meet the Service Level that is directly or indirectly caused by any one or more of the following items shall not constitute a failure of the Service Level:
- Scheduled Maintenance;
 - any City Data or unrelated City owned software
 - any unlawful, negligent or wilful act or omission by County, County's Agents, contractors or invitees or any other person; and
 - any Force Majeure event.
- 7.4 Unless maintenance is corrective in nature, maintenance shall only take place at scheduled times. The scheduled maintenance times under this Agreement shall be on weekends (Saturday or Sunday). Corrective maintenance shall be undertaken as and when required. The Supplier shall provide at least 24 hours' notice of any maintenance (including scheduled maintenance) which may affect the City's use of the City Microsite, Websites or Platform.
- 7.5 Supplier shall provide incident management or technical support to the City's employees and the City's Users, at no additional charge, from 8am EST – 8pm EST via email at support@apply4.com. Supplier will also provide the City's employees support in the form of dedicated customer service representatives who can be reached via phone (866) 419-7968 Monday through Friday from 8 am EST – 8 pm EST at no additional charge.
- 7.5.1 Supplier shall use all commercially reasonable efforts to meet or exceed the Service Level Standards outlined in the table below. Where Supplier fails to meet the standards then DeKalb County is entitled to claim the following prorated Service Credits against the annual Subscription Fee:

Priority Level	Description	Time to Respond	Response Credit	Time to Resolve	Resolution Credit
Priority Level 1	Mission critical city business process unable to function - FilmApp is not functioning and there is no workaround that is acceptable to the County, thereby preventing a department or workgroup from performing a mission critical business function(s).	100% responded to within 4 hours	10% of monthly Service Fees prorated	100% resolved within 24 hours	10% of monthly Service Fees prorated
Priority Level 2	Significant impact to Mission critical city business process(s) – a major problem impedes the ability to perform mission critical business	100% responded to within 8 hours	5% of monthly Service Fees prorated	100% resolved within 48 hours	5% of monthly Service Fees prorated

	function(s) due to major functionality not working. A temporary workaround that is acceptable to the County is available.				
Priority Level 3	Not able to accomplish all functions - minor function(s) not working causing non-critical work to back up.	100% responded to within 24 hours	3% of monthly Service Fees prorated	100% resolved within 5 Business Days	3% of monthly Service Fees prorated
Priority Level 4	Inconvenience- FilmApp is causing a minor disruption in the way tasks are performed, but does not stop workflow. Able to accomplish all functions, but not as efficiently as normal. May include cosmetic issues - especially in constituent facing applications.	100% responded to within 72 hours	2% of monthly Service Fees prorated	100% resolved within 15 Business Days	2% of monthly Service Fees prorated

8. Applicants

While the Platform may allow the City to upload to the Website its requirements regarding film production permits, the City acknowledges and agrees that the Supplier will not be a party to, and will have no liability to, the City or any other person in respect of, such requirements.

9. Termination

9.1 The City or Supplier may terminate this Agreement upon 10 days written notice to the other in the event that the other is:

- (a) in breach of any of the terms of this Agreement and such breach is incapable of being remedied;
- (b) in breach of any of the terms of this Agreement and, the breach being remediable, the City fails to remedy the breach within 30 days from the date of a written request from the Supplier to do so; and/or
- (c) subject to any insolvency or bankruptcy proceedings or subject to liquidation, administration or receivership, or ceases to do business, or becomes unable to pay its debts as they become due within the meaning of insolvency within the meaning of the US Bankruptcy Code.

9.2 The Supplier may terminate this Agreement for any reason upon giving written ninety (90) days' notice to the DeKalb County and the City and making payment to DeKalb County of a sum equal to such amounts (if any) paid by DeKalb County to the Supplier for any period of access to the Services following such termination so that DeKalb County and the City may find another service provider and/or extract, copy, duplicate or otherwise use the City Data stored on the Websites, Platform, and City's Microsite.

9.3 The City may terminate this Agreement for convenience at any time upon providing written notice thereof at least thirty (30) calendar days in advance of the termination date. Any payment amount paid by DeKalb County to the Supplier for any period of access to the Services following such termination shall be non-refundable.

9.4 Termination or expiration of this Agreement will not affect the Supplier's or the City's accrued rights and remedies.

- 9.6 On termination or expiration of this Agreement:
- (a) all rights granted to the City under this Agreement, including, without limitation, the City's right to use the City's Microsite, will immediately cease; Supplier will provide City with sufficient time, not less than sixty (60) days, to download any and all materials collected on the City's Microsite, after discussion with City.
 - (b) the Supplier will make available all City Data in a manner requested by City and will undertake to destroy securely all data collected in accordance with this Agreement upon written instruction from the City at no charge. The Supplier shall otherwise have no obligations to the City in relation to any data, including, without limitation, City Data or the Services (including, without limitation, any obligation to host, maintain or archive any such data for the City after City downloads any and all materials collected on the City's Microsite); and
 - (c) the City agrees immediately to cease use of the City's Microsite and instructs its employees to do the same.
- 9.7 Clauses 10 (Liability), 15 (Data Protection), and 17 (Governing Law Jurisdiction & Validity) will survive the expiry or termination of this Agreement.
- 9.8 Supplier and City shall be allowed to suspend their obligations under this Agreement for the duration of any Force Majeure event as defined below and for a reasonable period thereafter to permit the parties to commence or recommence performance. Supplier and City shall have the right to terminate this Agreement by written notice if a suspension of service due to an event of Force Majeure exceeds three weeks.
- 9.9 Force Majeure refers to any event that is beyond the reasonable control of the parties and includes, but is not limited to: civil unrest, theft, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

10.0 Liability

- 10.1 It is the City's responsibility to ensure that the Platform is suitable for the City's purposes. The Supplier accepts no liability as to the suitability or fitness of the Platform in meeting the City's needs, other than the assurances provided herein. The Services shall be provided to the City in compliance with the Supplier's specifications as set forth in this Agreement and in the Services and Work Product document attached. The City also acknowledges and agrees that the operation of the City's Microsite is dependent upon the quality of the data which is input into it, but only to the extent that operation of the City's Microsite is dependent upon the quality of data, and the proper and effective functioning of the internet and other third-party equipment and services, and that the Supplier does not guarantee and will not be liable for these in any way. The Supplier accepts liability for:
- a) Death, damages, or personal injury caused by its negligence, or that of its employees or subcontractors acting in the course of their employment;
 - b) Any fraudulent pre-contractual misrepresentations made by the Supplier upon which the City can be shown to have relied; and
 - c) Any other liability which by law the Supplier cannot exclude.
- 10.2 Neither Party shall be liable to the other for any special, indirect or consequential losses or damages, profits, revenues, business, or goodwill.
- 10.3 The Supplier's total aggregate liability to the City under this Agreement shall not exceed \$100,000.00 Supplier agrees to maintain business, errors and omissions, and cyber security insurance in amounts standard to the industry. Supplier agrees to add the City as an additional insured to these policies. The Supplier shall provide the City with copies of all insurance policies within ten (10) business days of the Commencement Date.

- 10.4 The Supplier shall defend City against any claim, demand, suit or proceedings made against City by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify City for any damages finally awarded against and for reasonable attorney fees incurred by City in connection with any such claim; provided that the Customer shall, as soon as reasonably practical give Supplier written notice of the claim, and the City shall give sole control of the defense and settlement of the claim to the Supplier.
- 10.5 Supplier covenants and agrees to take and assume all responsibility for the Services performed in connection with this Agreement. Supplier shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the Services performed in connection with this Agreement. Supplier shall defend, indemnify and hold harmless the City and the City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the performance of the Services, or operations by Supplier, any subcontractor, anyone directly or indirectly employed by Supplier or subcontractor or anyone for whose acts or omissions Supplier or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Supplier or other persons employed or utilized by Supplier in the performance of this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Supplier, its subcontractor, anyone directly or indirectly employed by Supplier or subcontractor or anyone for whose acts Supplier or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Supplier or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Contract, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

11.0 Assignment and sub-contracting

- 11.1 The City shall not be entitled to assign, transfer or novate its rights and / or obligations under this Agreement without the Supplier's prior written consent, which shall not be unreasonably withheld.
- 11.2 The City agrees that the Supplier may, without written notice, assign, transfer or novate minor obligations (i.e. Phone support, Provisioning of the Microsite) under this Agreement to any member of its corporate group (Apply4Technology Ltd, Apply4Technology LLC (Florida)) and / or its sub-contractors. Any such assignment or transfer shall include the obligations contained in this Agreement. Any assignment or transfer shall not relieve Supplier of its independent obligation to provide the Services and be bound by the requirements of this Agreement. The Supplier agrees it will not otherwise assign, transfer or novate any major obligations in this Agreement to any member of its corporate group (Apply4Technology Ltd, Apply4Technology LLC (Florida)) and/or to a purchaser of all or substantially all of its business or assets without the City's prior written notification.
- 11.3 Supplier shall notify City immediately should it transfer hosting services or the server from its current location as identified in the attached "Apply4 Security Overview" (**Exhibit C**).

- 11.4 The City agrees that the Supplier may, upon prior written consent, sub-contract any of its obligations under this Agreement to a third-party supplier, always providing that such sub-contracting will not relieve the Supplier of such obligations to the City. Supplier shall provide City with the contact information for any such sub-contractor.

12. Amendment and waiver

- 12.1 Any changes to this Agreement will only take effect if agreed in writing and signed by both Parties.
- 12.2 The waiver (which must be in writing) on a particular occasion by either Party of any rights under this Agreement does not imply that other rights are waived.

13.0 Notices

All notices which either Party is required to give to the other under this Agreement shall be in writing and shall be sent to the address for the other Party given in this Agreement, or such alternative address as such other Party may have provided to the notifying Party in writing from time to time.

City of Stone Mountain

Attn: Miglena Dimov

875 Main St,
Stone Mountain, GA 30083
mdimov@stonemountaincity.org

Apply4 Technology, LLC

19046 Bruce B. Downs Blvd., Ste. 207,
Tampa, FL 33647

14.0 Third parties

- 14.1 A person who is not a Party to this Agreement has no rights to enforce or enjoy the benefit of any term of this Agreement.

15.0 Data protection

- 15.1 This Clause is without prejudice to Clause 6. In this Clause, the terms "**data controller**", "**data processor**" and "**personal data**" will have the meanings given to them in the EU-US Privacy Shield Framework. All applicable federal, state, or local law shall apply to City and Supplier.
- 15.2 With the exception of registration data and / or other data provided by the City for the Supplier's own use, to the extent that the Supplier processes personal data in the course of making the Services available to the City, or otherwise pursuant to this Agreement ("**Data**"), the Supplier will do so only as a data processor acting on behalf of the City (as the data controller) and in accordance with City's instructions.
- 15.3 The City will at all times comply in full with the requirements of any applicable privacy and data protection laws (including, where applicable, EU-US Privacy Shield Framework and any national implementation(s) of them) to which it is subject as a data controller ("**Applicable Privacy Law**"), to the extent that these laws do not conflict with other federal, state or local laws.
- 15.4 The Supplier will process Data in accordance with the City's lawful instructions under Applicable Privacy Law and will not: (i) assume any responsibility for determining the purposes for which and the manner in which the Data is processed or (ii) process the Data for its own purposes.
- 15.5 The Supplier will at all times: (i) process Data only for the purpose of making the Services available and in accordance with the City's lawful instructions; and (ii) not divulge the whole or any part of

the Data to any person, except to the extent necessary for the proper performance of this Agreement or otherwise in accordance with the City's lawful instructions. The City agrees that the Supplier may process the Data to create and compile aggregated data, reports, and/or statistics about the Services the City, any group(s) the City agrees to share data with, potential Citys, and the general public, provided that such aggregated data, reports and statistics will not enable any living individual to be identified.

- 15.6 The Supplier will have in place and maintain throughout the term of this Agreement appropriate technical and organizational measures against accidental or unauthorised destruction, loss, alteration or disclosure of the Data, and adequate security programs and procedures to ensure that unauthorized persons will not have access to any equipment used to process the Data. Supplier will ensure that all User payment processing information will be encrypted, and that all such data will be handled and protected in a first-class manner consistent with data security procedures in the industry.
- 15.7 The Supplier's standard security terms are defined in the Attachment "Security overview."
- 15.8 The City authorizes the Supplier to subcontract processing of Data under this Agreement to a third party provided that: (i) the Supplier provides the City with reasonable prior notice of any such subcontracting; (ii) the Supplier flows down its obligations under this Clause to protect the Data in full to any subcontractor it appoints, such that the data processing terms of the subcontract are no less onerous than the data processing terms set out in this Clause; and (iii) the Supplier will remain fully liable to the City for the acts, errors and omissions of any subcontractor it appoints to process the Data.
- 15.9 The Supplier will at all times provide an adequate level of protection for Data that it processes on behalf of the City in accordance with the requirements of the EU-US Privacy Shield Framework and all other applicable federal, state, or local law.
- 15.10 The Supplier will provide all assistance reasonably required by the City (at the City's expense) to enable the City to respond to, comply with or otherwise resolve any request, question or complaint received by the City from (i) any living individual whose Data is processed by the Supplier on behalf of the City or (ii) any applicable data protection authority.
- 15.11 Supplier acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, and/or staff to likewise protect such confidential information. Supplier agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Supplier creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the City. Supplier shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not. Supplier acknowledges that the City's disclosure of documentation is governed by Georgia's Open Records Act, and Supplier further acknowledges that if Supplier submits records containing trade secret information, and if Supplier wishes to keep such records confidential, Supplier must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

16.0 Payment Card Industry Compliance

- 16.1 The Supplier must comply with the following requirements.
- a. The Supplier must maintain compliance with the requirements of PCI-DSS, as indicated in its most current annual Self-Assessment Questionnaire - D Suppliers (SAQ-D).

- b. The Supplier will perform an annual PCI compliance assessment and attest to compliance of its environment. The Supplier must perform the annual assessment against the SAQ-D version of the PCI-DSS that is valid at the time of the assessment.
- c. If the Supplier becomes aware of the fact that the Supplier is no longer PCI-DSS compliant, the Supplier will immediately provide the City with the steps being taken to remediate the non-compliant status. In no event will the Supplier's notification to the City be later than five (5) calendar days after the Supplier becomes aware of that the fact that the Supplier is no longer PCI-DSS compliant.
- d. The Supplier is responsible for the security of Payees PII only to the extent that the Services impact the transmission of PII to the City's payment gateway.
- e. The Supplier affirms that, as of the effective date of the Agreement, the Supplier has complied with all applicable requirements of PCI-DSS and has validated the Supplier's compliance with PCI-DSS.
- f. The Supplier must demonstrate current PCI-DSS compliance by providing the Supplier's most recent Attestation of Compliance ("AOC") and Accredited Scan Supplier ("ASV") scan reports. Furthermore, the Supplier must provide the AOC and ASV scan reports to the City by the effective date of the Agreement. Thereafter, the Supplier shall submit a new PCI-DSS AOC and ASV scan report annually.
- g. If a breach or intrusion or otherwise unauthorized access to PII occurs in connection with the Services, the Supplier must notify the City within 24 hours to allow the proper PCI-DSS compliant breach notification process to commence.
- h. The Supplier must provide appropriate payment card companies, acquiring financial institutions, and their respective designees access to the Supplier's facilities and all pertinent records to conduct a review of the Supplier's compliance with the PCI-DSS requirements.

17. Governing law, jurisdiction, and validity

- 17.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of DeKalb County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Supplier submits to the jurisdiction and venue of such court.
- 17.2 If any part of this Agreement is held by a court to be invalid, unenforceable or illegal, the Parties agree that the remainder of this Agreement shall stand.
- 17.3 In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Supplier agrees that, during performance of this Agreement, Supplier, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Supplier agrees to comply with all applicable implementing regulations and

shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

- 17.4 Nothing contained in the Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the City Council shall authorize the Mayor to execute this Agreement on behalf of the City. Any provision of the Agreement requiring the City to indemnify the Supplier is only valid to the extent allowed by Georgia law. The City shall be under no obligation to procure any additional insurance related to or as a result of this Agreement or in furtherance of any obligations hereunder.
- 17.5 Each term of this Agreement is material, and Supplier's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

(Signature Page Follows)

Signed for and on behalf of the Supplier (Apply4 Technology, LLC):	
Signature
Name	Hugh Sharma
Title	Operations Manager
Date
Signed for and on behalf of the City of Stone Mountain, a Georgia municipal corporation, having read and understood this Agreement:	
Signature
Name	Dr. Beverly Jones
Title	Mayor
Date

Attest: _____

Shawn Edmondson, City Manager

EXHIBIT A
PRODUCT DESCRIPTION / STATEMENT OF WORK



FilmApp – Product Description

Apply4 Technology, LLC
Contact: Hugh Sharma
19046 Bruce B. Downs Blvd..207, Tampa, FL. 33647
P: 866-419-7968 **email:** hugh@apply4.com

Executive overview

FilmApp is a turnkey web-based Software as a Service (SaaS) product offering. No additional hardware or City IT resources are required.

FilmApp is accessible and usable with current versions of commonly used browsers, including IE9+, Safari, Mozilla, Google Chrome, and Firefox, across most widely used operating environments. The application is responsive, so it will display correctly across desktops and laptops, tablets, and smartphones.

The FilmApp platform will be free of typographical errors and will display uploaded and custom questions / requirements correctly.

The FilmApp platform is proven and reliable. We assure less than 1% downtime. System maintenance and upgrades are never performed during business hours (8am-8pm EST Monday through Friday). Scheduled maintenance and upgrades occur during weekends.

FilmApp stores application and permit data (City Data) for a minimum of seven (7) years, during and after Agreement term. FilmApp also offers the ability for the City to download complete backups of application and permit data (City Data) to a City server in usable formats.

FilmApp front-facing questions are semi-customizable. During the provisioning process, Apply4 Technology staff will work with City staff to build a list of questions to ask applicants that integrate into the standard FilmApp workflows.

User Management

FilmApp offers permission/role-based access to users, different administrators, and interested parties

Applicant Users

- Applicant users can self-register to use the system
- Applicant users can submit film applications and see the status of each application in an individual dashboard no matter the FilmApp municipal partner they applied, allowing transparency to the approval process across the platform.

Administrative Users

- Depending on the permission level, Administrative Users can view, edit, and manage applications from the platform's back office area.

Instance Administrator

- All functionality of Admin User plus the ability to create, grant, or restrict individual Administrative user's permission levels (View only, Edit, and manage)
- Manage site settings

Public-Facing Applicant User Interface

Authority Micro-site front page

The City will have access to an editable front page where the application process can be explained. Real-time updates on current local conditions can also be listed on this page.

Supporting documents such as fee schedules and blank paper forms that are required to be filled out and submitted during the application process are available for download on this page.

The City's multiple logos/ branding can be used for the header for the micro-site front page as well as pages on the Applicant's User Interface. All Apply4 logos and branding will not appear on the applicant User Interface or output documents. The only exception to this is the "powered by- Apply4 will appear at the lower left within footer of the User Interface pages.

Applicant user registration

First-time applicant users can self-register to use the online application system.

Standard Software as a Service (SaaS) email verification is used to establish a user email ID and password.

Applicant User dashboard

Each registered Applicant has access to a permits dashboard.

The dashboard provides a summary of an individual user's information as well as application activity and status for ALL applications no matter the FilmApp municipal partner.

Currently the dashboard shows applications submitted in over 60 cities in the US and UK. A must for a mobile industry.

The dashboard opens a direct line of communication between the Applicant and the City. It allows the City to offer greater transparency into the approval process.

Account Details

General details - username, password, address.

My Applications

A strip view of all the user's applications for film shoots submitted to the City.

Users can:

- Check status of submitted all applications.
- View summary of each application
- Add additional supporting documents to applications when required.
- Request reviews when submitted applications are locked from editing.
- Edit applications that are in review or new.

Online Application process

Once logged in, applicant users will be guided through the application process where they provide information about their shoot(s) and submit this information to the jurisdiction.

Applicant User can:

1. Enter Film Shoot Location
2. Enter Film Shoot Date
3. Enter Shoot details
4. Enter Production company details
5. Upload and submit insurance details
6. Upload an unlimited amount of supporting documents (10MB limit for each document)
7. Agree to and E-sign City's (via check box) Terms and Conditions for filming
8. Submit the application along with all supporting documentation.

When submitted a "virtual workroom" is created for each production. Answers have effects in the admin back office area of the software applications

1. Proposed shoot dates are entered on a calendar (date of the shoot, not application)
2. Upload insurance docs - in an application, show whether docs are uploaded or not
 - Because proof of insurance is so vitally important for these types of activities, the system is locked from issuing a permit until it has been provided and verified by an admin user.
3. Details of traffic requirements - are printed on summary notification PDF's and permit
4. Details of police consent required – are printed on summary notification PDF's and permit
5. User uploads a document - creates a reminder asking the Admin to mark as read

Back Office Administrative User Interface

Administrator Dashboard

Administrative users navigate the dashboard to complete actionable events for all applications submitted to the City.

Account Details

Account holder general details - username, password, address.

My Applications

Each administrative user can see all applications assigned to them. All applications are categorized by status.

A strip view shows a summary of the critical information for each application.

Summary Information includes:

- Status of the application
- Date and location of the shoot
- Outstanding invoices

Administrative users can click on each application in the strip view to see more information about that application and begin the approval process.

Viewing / Processing / Approving Individual applications

- By clicking on an individual application on the “my-applications” page, the Site Administrator(s) admin user assigns “ownership” of a project.
- Administrative users can verify information submitted by an applicant,
- Administrative users can request more information or documentation from the Applicant if required.
- Administrative users can notify, consult with, and send pertinent supporting documents to select internal and external key stakeholder groups about a proposed shoot.
- Administrative users can generate invoices for usage fees.
- Payment of fees can be accepted online via payment gateway API integration.
- Administrative users can issue a permit or approval letter and sent it to the Applicant via the integrated messaging system.

1) Overview

An overview of each application. Specific functions:

- Shows vital information about the Applicant
- The application is assigned to an administrative user by a Site Administrator- until this action is completed, no additional activities can take place.
- Admin updates status of the application
- Shows if insurance is uploaded
- Shows log of actions on the application
- Shows reminders (see the section on reminders)
- Admin can create Permit/ Approval Notice on this page with the click of the mouse (i.e., PDF with permission to film sent via email to the Applicant)

2) Production Information Tab

This section the specific information of the whole production (e.g., James Bond). It includes the company details and insurance information supplied by the Applicant.

3) Shoot Information Tab

With a film, many individual shoots may be required. For an episode of Miami Vice as an example, A shoot on the shore of Biscayne Bay and a shoot on Miami Beach may have been required. The Shoot Section tab shows all details and requirements, including:

- Location information
- Schedule information
- Listing of all City resources required.

4) Document File Folder Tab

All supporting documents uploaded alongside the application and all documents created by the system are stored.

- All documents are automatically named with type and date. The page split into two tables:
 - Documents and New documents.
New documents are all documents uploaded to the system by the user but unread by the Admin. The documents table shows all documents marked as read by the Admin.
- Actions available.
 - Download / View
 - Add a description
 - Archive - places doc in a table "archive."
 - Replace - replaces the current document with a new one and places the old version of the document in the archive.
 - Upload a new document

5) Financial Tab

- API integration with the City's existing credit card payment gateway allows the FilmApp to create a payment link for each invoice.
- Administrative users can create and send invoices via email for fees. Multiple invoices can be created for a single application.
- When an applicant makes a payment for an invoice, the invoice is marked as paid automatically in the financial section.
- If there are any unpaid invoices for a production, the "un-paid flag" shows on the application strip-view.
- Once all invoices for an application are paid, a paid flag will show. This allows the City verify outstanding invoices before a permit or approval is sent to the Applicant.

6) Messaging Tab

FilmApp utilizes both Apply4 technology's email server and City's governmental email system for sending and receiving messages

- The Apply4 Technology server sends outbound system notifications and messages.
- Stakeholders email receives messages who then can click a link to reply within the messaging system
- Admin users can send, receive, and consult back and forth on projects using various types of messages.
- Messages can be sent to applicant users, internal and external stakeholders, third parties, and groups created by administrative users within the system.
- Administrative users can attach pertinent supporting documents from each application to messages and send them to individual recipients, internal and external stakeholders, third parties, and groups.
- When configured, The Apply4 Technology server can send a copy of all outbound notifications and message emails to a "compliance email" address (i.e. filmapp.compliance@yourCity.gov) to meet compliance requirements.

7) Activity Stream Tab

- The activity stream is a log of all actions on each application that creates a complete audit trail.
- Administrative users can add comments to log for phone calls, emails, offer opinions, and update conditions on a “Facebook-style” interface.
- Order of Activity Stream = latest actions at the top.

8) Reminders Tab

Reminders are either created manually by Administrative Users or created automatically by certain actions taken by the Applicant user or Consult email messages being sent.

- They appear on:
 - The application strip view
 - The calendar
 - The Application overview page.

Applicant User actions that create reminders include

- If the user selects Police Consent required in the application.
- If a user selects a location with notes.
- If a user uploads a document after the application is assigned to a film officer.

Calendar

All applications are displayed on a calendar in strip-view based on the date of the shoot.

Administrative Users can select what displays on the calendar and the date range.

- The strip-view shows a summary of the critical information for each application, including status, payment details, dates, and location. The Administrative Users can click to reveal more data.
- When using both FilmApp and EventApp, the calendar can show both film shoots and events on a single calendar.
- This eliminates double booking and removes the conflict of required resources.

Standard Data Aggregation / Reports

Data from all applications are collected and aggregated in real-time. Administrative Users can manually export a CSV file with different data and different date ranges.

- Standard report downloads

Activity report – Shoot information

Detailed finance – Paid invoices

Debt report - Invoices not paid

Contacts - All contacts

Location - All locations

Locations Database

Database of all popular/managed film locations

- When an Applicant user enters a location, it matches it with existing locations in the database after typing three or four keys.
- Each managed location will be marked on a Google Map with a pin

- New locations can be added by Applicant during the application process. Administrative Users are warned using reminders that a new location has been entered. Synonyms are used so if a user enters a wrong spelling it can be matched with an existing location.
- Locations are linked to contacts and contact groups so that when messages are sent, the linked contacts are shown in the message section.
- Fees can be associated with each location for invoice items. Reports can be generated showing fees collected for each location.
- Feedback information, seen only by Administrators, about each location can be entered and viewed each time that location is used in the future.

Contacts Database

Database of all Film and production approval/notification stakeholder contacts.

Individual contacts with an email address.

- Administrative Users can send messages to any individual contact in the database.
- An individual contact can be linked to an individual location.
- Individual contacts can be linked to every location.

Groups

- Individual contacts can be grouped e.g. Local police
- Contact groups can be linked to a location
- Groups can be linked to every location.

Instance Management

Site Administrator role(s) can change items specific to the City.

- Frontpage title
- Frontpage text
- Summary, invoice, and Permit PDF templates
- Documents available for download on the front page
- The City's specific Terms and Conditions to film that appear on the online application form as well as the Permit/ Notification Letter

**EXHIBIT B
SALES ORDER / PRICING**

All fees paid for by the Decide DeKalb Development Authority

EXHIBIT C
APPLY4 SECURITY OVERVIEW

Apply4 Technology Platform and Security

Last reviewed and updated: 2nd November 2023

Overview

Apply4 Technology is a software as a service (SaaS) provider for city and local governments to manage application processes. Our portfolio includes FilmApp, EventApp and WorksApp, all offering integrated solutions allowing applications to be made online simply and inexpensively. Our systems are currently used by local government authorities in the UK, USA and New Zealand, and many private companies and agencies.

We understand the importance to our clients of being able to trust our system as being reliable and secure. This document outlines the key parts of our system from that perspective. Where questions arise about our approach we are always happy to provide answers.

Hosting Environment

Our services are hosted on Amazon Web Services (AWS) infrastructure. Our US clients are hosted in AWS's US East (Ohio) data centers and our UK and New Zealand clients are hosted in AWS's EU West (London) data centers.

These AWS physical environments offer a high degree of security as described here:

<https://aws.amazon.com/compliance/data-center/controls/>

Our application is run within Docker containers running within Amazon's Elastic Container Service (ECS).

Files are stored in Amazon's Elastic File System (EFS) and data is stored in Amazon's Relational Database Service (RDS).

We use a variety of other AWS services including Route 53, VPC, NAT gateways and CloudWatch alarms.

Our AWS partner, Krystal Hosting Limited, provides 24x7 emergency support, three

hundred and sixty five days a year.

Data Security, Backup, and Compliance

Data Security

All information on the move between users' browsers and our systems is encrypted using Transport Layer Security (TLS) to protect it from eavesdroppers.

Data at rest in both Amazon RDS and Amazon EFS are protected using industry standard AES-256 encryption.

Data Backup and Recovery

Database snapshots are taken daily. Transaction logs keep a record of what has happened since the last snapshot. Both are retained for 35 days and, together, allow recovery to any point in time over the last 35 days.

Files in Amazon Elastic File System are backed up and retained for 35 days.

Both database and filesystem backups are stored in multiple [AWS Availability Zones](#) (independent data center locations) within the same AWS region.

Backups are encrypted using an AWS KMS [customer master key](#) (CMK).

Security Checks and Scans

We run the following automated checks and scans against our systems, applying patches in response to any issues they identify:

- Weekly automated checks for any known vulnerabilities in 3rd-party Ruby components we're using
- Quarterly PCI security scans

Policies

Contractual Privacy Protection for Customers

Apply4's employment contracts include confidentiality provisions that prohibit us from disclosing customer confidential information, including customer and end user data, except under certain narrowly defined circumstances, such as when required by law.

Apply4 Technology employees agree not to access customers' accounts, including customer data, except to maintain the service, prevent or respond to technical or service problems, at a customer's request at a customer's request in connection with a

customer support issue, or where required by law.

Code of Conduct, Confidentiality Agreements, and Information Security Policies

Every Apply4 Technology employee and contractor must follow Apply4's code of conduct, sign confidentiality agreements and follow Apply4's security policies.

Conclusion

We understand that having confidence that secure and resilient systems are in place is vital for our partners. Our goal is to ensure that Apply4 Technology's application management systems are able to fully meet your needs.

If you have any additional questions, please [get in touch](#).

RESOLUTION 2024-11

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF STONE MOUNTAIN, GEORGIA, TO ESTABLISH THE HOLIDAY SCHEDULES FOR THE YEAR 2025

Whereas Sec. 20-73(a) of *The Code of the City Stone Mountain* authorizes the establishment of holiday schedules by resolution of the Mayor and City Council.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Stone Mountain, Georgia, this _____ day of _____, 2024, that the following holiday schedule be established:

Date	Holiday	Status
Wednesday, January 1, 2025	New Year's Day	Paid
Monday, January 20, 2025	MLK's Birthday/ Inauguration Day	Paid
Friday, April 18, 2025	Good Friday	Paid
Monday, May 26, 2025	Memorial Day	Paid
Thursday, June 19, 2025	Juneteenth	Paid
Friday, July 4, 2025	Independence Day	Paid
Monday, September 1, 2025	Labor Day	Paid
Monday, October 14, 2025	Columbus Day	Paid
Tuesday, November 4, 2025	General State Election	Paid
Tuesday, November 11, 2025	Veterans Day	Paid
Thursday, November 27, 2025	Thanksgiving Day	Paid
Friday, November 28, 2025	Day After Thanksgiving	Paid
Thursday, December 25, 2025	Christmas Day	Paid
Friday, December 26, 2025	Day After Christmas	Paid

In addition to the designated schedules of holidays, each full-time employee in the personnel system will be granted one (1) paid personal holiday each year. The personal holiday may be taken at any time with the approval of the appropriate department head; provided, however, that the personal holiday must be taken within the calendar year in which it is granted and shall not be carried forward to the next or any other succeeding calendar year.

Dr. Beverly Jones, Mayor
Edmondson, City Clerk

Shawntez

RESOLUTION 2024-12

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
STONE MOUNTAIN, GEORGIA, TO ESTABLISH THE CITY COUNCIL
SCHEDULE FOR THE YEAR 2025**

Whereas Sec. (d)(1) of GA Code § 50-14-1 (2023) mandates that every agency subject to this chapter shall prescribe the time, place, and dates of regular meetings of the agency.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Stone Mountain, Georgia, this _____ day of _____, 2024, that the following City Council Schedule be established:

Date	Type
Tuesday, January 7, 2025	Regular
Tuesday, January 21, 2025	Work
Tuesday, February 4, 2025	Regular
Tuesday, February 18, 2025	Work
Tuesday, March 4, 2025	Regular
Tuesday, March 18, 2025	Work
Tuesday, April 1, 2025	Regular
Tuesday, April 15, 2025	Work
Tuesday, May 6, 2025	Regular
Tuesday, May 20, 2025	Work
Tuesday, June 3, 2025	Regular
Tuesday, June 17, 2025	Work
Tuesday, July 1, 2025	Regular
Tuesday, July 15, 2025	Work
Tuesday, August 5, 2025	Regular
Tuesday, August 19, 2025	Work
Tuesday, September 2, 2025	Regular
Tuesday, September 16, 2025	Work
Tuesday, October 7, 2025	Regular
Tuesday, October 21, 2025	Work
Wednesday, November 5, 2025	Regular
Tuesday, November 18, 2025	Work
Tuesday, December 2, 2025	Regular
Tuesday, December 16, 2025	Work

Dr. Beverly Jones, Mayor

Shawntez Edmondson, City Clerk

RESOLUTION 2024-13

WHEREAS, the City of Stone Mountain maintains multiple bank accounts at Truist Bank (formerly SunTrust Bank) (the “Bank Accounts”); and

WHEREAS, the Bank Accounts are generally described as follows:

<u>Account Name</u>	<u>Account Number (last four digits)</u>
Payroll Account	0709
General Fund	7973
Storm Water Utility	7437
Seized Funds for Holding	1407
SPLOST Fund 09	2163
Farmers Market Fund 02	6789
ARPA Fund 12	5803
Confiscated Fund	8309

WHEREAS, the City’s Charter provides, at Section 2.32 (Powers and Duties of Mayor), subsection (6) that the Mayor “shall sign, along with an individual so designated by majority vote of the city council, all checks for the payment of money”; and

WHEREAS, the City Council has historically appointed more than one other individual with authority to countersign checks for the payment of money.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Stone Mountain, Georgia, this ____ day of _____, 202__, as follows:

1. That, in addition to the Mayor as required by the City’s Charter, the signature of one additional individual from the following group of officials shall be required for all check disbursement transactions under the City’s Bank Accounts:

City Manager	Shawn Edmondson (Operational)
Council Member	Ryan Smith (Mayor Pro Tem)
Council Member	Teresa Crowe

2. That the changes in check signing authority as directed by this Resolution shall be effective immediately upon adoption by the City Council and any prior check signing authority for previous individuals not named herein are hereby terminated.
3. Checks properly issued by the City and signed in accordance with this Resolution prior to the effective date hereof are hereby ratified.

Dr. Beverly Jones, Mayor

Assistant City Clerk

RESOLUTION 2024-14

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF STONE MOUNTAIN, GEORGIA (THE “CITY”), TO ENFORCE ADHERENCE TO RULES OF DECORUM AND ENSURE EQUITABLE AND EFFECTIVE MEETING MANAGEMENT

WHEREAS, the City Charter, Section 2.16(b) provides that, “In addition to all other powers conferred upon it by law, the city council shall have the authority to adopt and provide for the execution of such ordinances, resolutions, rules, and regulations, not inconsistent with this charter and the Constitution and the laws of the State of Georgia, which it shall deem necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity, or well-being of the inhabitants of the City of Stone Mountain and may enforce such ordinances by imposing penalties for violation thereof”; and

WHEREAS, the City of Stone Mountain City Council values participatory democracy, civil discourse, and adherence to the established Rules of Decorum, which are designed to promote respect, inclusivity, and fairness in public meetings; and

WHEREAS, the City’s adopted Rules of Decorum emphasize the importance of treating all participants courteously, focusing on issues rather than personalizing debates, and uniformly enforcing order at public meetings; and

WHEREAS, instances of prolonged discussions, selective recognition of speakers, avoidance of certain topics, and debates centered on personal views undermine the effectiveness of meetings, discourage participation, and conflict with the Rules of Decorum; and

WHEREAS, the role of the Presiding Officer is crucial in ensuring adherence to these rules and maintaining a public meeting environment conducive to open and respectful public discourse.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Stone Mountain, Georgia, this _____ day of _____, 202__, as follows:

Section 1: Affirmation of the Rules of Decorum. The Rules of Decorum, as adopted by the City Council on September 6, 2022, are hereby reaffirmed as the guiding principles for all public meetings in the City of Stone Mountain.

Section 2: Public Meeting Requirements.

(a) The Presiding Officer shall ensure equitable treatment of all attendees and participants by:

1. Allowing all individuals a fair opportunity to speak during public comment periods, without favoritism or bias;

2. Adhering to established time limits and agenda structures to ensure orderly and efficient meetings; and
 3. Preventing personal or extended debates that detract from agenda topics.
- (b) The time allotted for citizen comments may only be extended upon a majority vote of the members of City Council present at such meeting.
 - (c) Upon conclusion of the citizen comments portion of the agenda, no meeting attendees shall speak during the meeting without consent approval of the City Council. Meeting attendees who violate this rule will be removed from the meeting.
 - (d) A City Council member may motion to have a disruptive attendee removed from the meeting. By majority vote of the City Council members present at such meeting, the disruptive attendee shall be removed.
 - (e) No applause from the meeting attendees shall be allowed except for recognition of an achievement and in conjunction with applause from the City Council.
 - (f) All City Council meetings shall end no later than 10:00 pm and any unfinished agenda items will flow over to the next scheduled or special-called meeting.
 - (g) At the work session or the regular meeting, for each item on the agenda, City Council members shall be allotted a total of ten (10) minutes to speak and the Mayor shall be allowed two (2) minutes.
 - (h) No regular (voting) meeting agenda may be modified during a meeting to add new business items except in cases of emergency which shall be articulated and captured in the minutes of the meeting.
 - (i) No City Council member shall act in an aggressive or combative manner towards the public or with other City Council members or the Mayor.
 - (j) The Mayor shall not act in an aggressive or combative manner towards the public or with the City Council members.

Section 2:

- (a) The Presiding Officer shall remain, and if necessary, a majority of the City Council members shall ensure that the Presiding Officer remains, impartial and focus discussions on agenda items, avoiding selective omission or overemphasis of topics.

(b) All actions and rulings by the Presiding Officer shall align with the adopted Rules of Decorum and shall serve to:

1. Prevent disruptions caused by disorderly conduct or unstructured debates; and
2. Promote robust and inclusive dialogue that respects differing viewpoints.

Section 3: Monitoring and Enforcement

- (a) The City Council may review adherence to this Resolution and the Rules of Decorum through periodic assessments of meeting conduct.
- (b) Persistent violations of these principles by the Presiding Officer shall result in a formal review of conduct by the City Council.
- (c) Potential corrective actions, including censure or other measures as deemed appropriate by the City Council.

(signature page follows)

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its adoption and shall serve as a directive to maintain the integrity, fairness, and decorum of all public meetings within the City of Stone Mountain.

**CITY OF STONE MOUNTAIN, GEORGIA, by
and through its City Council**

Beverly Jones, Mayor

Anita Bass, Post 1

Mark Marianos, Post 2

Ryan Smith, Post 3

Gil Freeman, Post 4

Shawnette Bryant, Post 5

Teresa Crowe, Post 6

[Affix City Seal]

ATTEST: _____
City Clerk

RESOLUTION # 2024-15

A RESOLUTION TO SET PERMIT FEES FOR FILM PRODUCTION ACTIVITIES.

WHEREAS, pursuant to its Charter and other laws of the State of Georgia, the City of Stone Mountain, Georgia (the “City”), has the power to adopt reasonable ordinances, resolutions and regulations for the protection and preservation of the public health, safety and welfare of its citizens; and; and,

WHEREAS, the Mayor and City Council amended Chapter 12 of the code of ordinances for the City of Stone Mountain by adopting a new Article XI titled “Film Productions” (“Film Production Ordinance”); and

WHEREAS, pursuant to Section 12-510 of the Film Production Ordinance, all application fees, daily permit fees, and other related fees shall be set by resolution of the Mayor and City Council; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Stone Mountain, Georgia, and it is hereby resolved by authority of the same that the following fees are hereby adopted for Film Production Permits:

Film Production Fees (This is in addition to any fee charged in another department):

Application Fee (Non-refundable)	\$200
Film Permit (per day - for prep days, filming or strike days)	\$150
Parking at/or Use of City Property (per day and per location at City property)	\$500
Parking or Filming at the Cemetery (per day)	\$500
Stone Mountain Police (per Officer and per hour)	\$80
Use of Visitor Center Building (per day)	\$250
Street Closure, Lane Closure or ITC (per day)	\$500
Fire Marshal Fee (per location and per base camp)	\$100
Rush fee (application submitted in full with less than 5 business days’ notice)	\$200
Fee for filming done without a permit	200% of the original permit fee

[SIGNATURES ON NEXT PAGE]

BE IT FURTHER RESOLVED that any and all resolutions, or any part thereof, in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon adoption.

ADOPTED by the Mayor and City Council, this the ____ day of _____, 2024.

Attest: _____
Shawn Edmondson,
City Manager and City Clerk,
of City of Stone Mountain, GA

Approved: _____
The Honorable Dr. Beverly Jones,
Mayor of City of Stone Mountain, GA

(Seal)

STATE OF GEORGIA
COUNTY OF DEKALB

ORDINANCE NO. 2024-09

AN ORDINANCE TO AMEND CHAPTER 12 (LICENSES AND BUSINESS REGULATIONS) OF THE CODE OF THE CITY OF STONE MOUNTAIN, GEORGIA, TO REGULATE FILM PRODUCTION

WHEREAS, pursuant to its Charter and other laws of the State of Georgia, the City of Stone Mountain, Georgia (the “City”), has the power to adopt reasonable ordinances, resolutions and regulations for the protection and preservation of the public health, safety and welfare of its citizens; and

WHEREAS, the City Council desires to create an ordinance to regulate film production activities within the City.

NOW THEREFORE, it is hereby ordained by the governing authority of the City of Stone Mountain as follows:

SECTION 1. The Code of the City of Stone Mountain, Georgia, is hereby amended to add a new Article XI titled “Film Productions” under Chapter 12 as set out in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 2. All ordinances, parts of ordinances, or regulations in conflict herewith are hereby repealed.

SECTION 3. This Ordinance shall become effective in accordance with City Charter Sec. 2.34.

SECTION 4. This Ordinance was proposed by Council Member _____ with a motion to adopt. Thereafter, the motion was seconded by Council Member _____. _____ Council Members voted in favor of the motion and _____ Council Members voted against the motion.

SO ORDAINED this ____ day of _____, 202____.

Dr. Beverly Jones, Mayor

Attest:

Shawn Edmondson, City Clerk

Approved as to form:

Jeffrey Strickland, City Attorney

[CITY SEAL]

CITY CHARTER SEC. 2.21 REQUIREMENTS

- Date of First Reading: _____
- Date of Second Reading: _____
- Date Adopted: _____

City Charter, Section 2.21. (Ordinance form; procedures), provides as follows:

- (a) Every proposed ordinance should be introduced in writing and in the form required for final adoption. No ordinance shall contain a subject which is not expressed in its title. The enacting clause shall be "It is hereby ordained by the governing authority of the City of Stone Mountain..." and every ordinance shall so begin. Prior to the submission of any ordinance for consideration by the mayor and city council, the same shall be submitted to the city attorney and be approved by him or her as to form and to ensure such ordinance is not covered by, or in conflict with, any law of general application or other city ordinance.
- (b) An ordinance may be introduced by any member of the city council and be read at a regular meeting, work session, or special meeting of the city council. Ordinances shall be considered and adopted or rejected by the city council in accordance with the rules which it shall establish; provided, however, an ordinance shall not be adopted the same day it is introduced, except for emergency ordinances provided for in Section 2.23 of this charter. Upon introduction of any ordinance, the city clerk shall as soon as possible distribute a copy to the mayor and to each councilmember and shall file a reasonable number of copies in the office of the city clerk and at such other public places as the city council may designate.
- (c) The reading of the preamble to an ordinance shall be sufficient to meet the requirements of a "read" or "reading." By an affirmative vote of a majority of the city council, a reading of the ordinance in its entirety shall be required.

CITY CHARTER SEC. 2.34 REQUIREMENTS

- Date ordinance presented to Mayor: _____ (within three days after its adoption)
- Date ordinance returned to City Clerk: _____ (within four days of receipt from Clerk)

City Charter, Section 2.34. (Submission of ordinances to the mayor; veto power) provides as follows:

- (a) Every ordinance adopted by the city council shall be presented by the city clerk to the mayor within three days after its adoption.
 - (b) The mayor shall within four days of receipt of an ordinance return it to the city clerk with or without his or her approval or with his or her disapproval. If the ordinance has been approved by the mayor, it shall become law upon its return to the city clerk; if the ordinance is neither approved nor disapproved, it shall become law on the fifteenth day after its adoption; if the ordinance is disapproved, the mayor shall submit to the city council through the city clerk a written statement of the reasons for the veto. The city clerk shall record upon the ordinance the date of its delivery to and receipt from the mayor.
 - (c) Ordinances vetoed by the mayor shall be presented by the city clerk to the city council at its next meeting when a quorum shall be present, and should the city council then or at its next general meeting adopt the ordinance by an affirmative vote of a majority of the quorum then present, it shall become law.
 - (d) The mayor may disapprove or reduce any item or items of appropriation in any ordinance. The approved part or parts of any ordinance making appropriations shall become law, and the part or parts disapproved shall not become law unless subsequently passed by the city council over the mayor's veto as provided in this section. The reduced part or parts shall be presented to the city council as though disapproved and shall not become law unless overridden by the council as provided in subsection (c) of this section.
- Date this ordinance becomes law: _____

EXHIBIT A

ARTICLE XI – FILM PRODUCTIONS

Sec. 12-501. – Purpose.

It is the public policy of the State of Georgia to market the state as a location for film productions, recognizing the economic impact this industry provides, as well as the tourism it generates for local jurisdictions, such as the City of Stone Mountain. The city is further fortunate to have a diverse number of unique locations to attract movies, television, and other productions to the city.

Despite the many positive benefits a film production may offer, certain inconveniences may result if the production company and city cannot work in concert to ensure minimum standards are met and to ensure a thoroughly planned production schedule is followed. These concerns are best addressed through a regulatory permit.

Sec. 12-502. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means the individual applying for a permit who is legally authorized to bind the producer.

Application means the documents created by the department that must be completed and submitted to the department to request a film production permit.

City shall mean the City of Stone Mountain, Georgia.

Department shall mean the City of Stone Mountain Economic Development Department.

Filming means creating motion picture images and all activity attendant to staging, shooting, and operations associated with the production of commercial motion pictures, independent filmography, documentaries, music videos, television shows, commercials, etc. Filming also means creating still photography images for commercial use and all activity attendant to staging or shooting such images.

Film production means filming as defined above and may be used interchangeably with that term.

Permit means the authorization issued by the department necessary to conduct filming.

Permittee means the Producer who is permitted or given permission to conduct filming.

Producer means an individual, organization, corporation, or any other entity responsible for filming in the City of Stone Mountain.

Public property means real property owned by the city, or of which the city is a tenant, including, without limitation, parks, streets, sidewalks, other rights-of-way, and buildings. Public property shall not include real property which is being leased by the city to a tenant.

Sec. 12-503. – Scope of coverage.

The permit required by this article shall be required for all movies, television or video series, pilots, feature films and documentaries, commercials, music videos, photo shoots, infomercials and public service announcements, whether the final product is intended for commercial use or not, unless the activity shall wholly occur on private property within an otherwise licensed facility (such as a film or television studio). Regulation by this article shall not apply to amateur photographers, reporters or cameramen in the employ of a newspaper, news service, radio or television broadcasting station engaged in on-the-spot broadcasting, reporting or photographing of news of general public interest (this exception is not to include magazine or documentary programs), or productions which are conducted by the city or any city board or commission. Any film production on public property, intended to be closed to participation by the public, or restricting access to public property or facilities normally accessible by the public, shall require a permit. For purposes of this article, film production activity shall include areas designated for parking of trucks and equipment on public or private property, base camps used during the production activity, and food service areas. No public highway, street or road shall have its public access restricted or limited except by a permit issued pursuant to this article.

Sec. 12-504. – Administration.

The city manager and his designee(s) shall have the power and authority to make and publish reasonable rules and regulations not inconsistent with this article or other laws of the city and the state, or the constitution of the state or the United States, for the administration and enforcement of the provisions of this article and the collection of application fees.

Sec. 12-505. – Permit Requirements.

- (a) Any producer who wishes to perform filming must obtain a permit prior to filming.
- (b) Permits shall be issued to a producer by the city manager or his designee.
- (c) Permits shall be allowed with conditions in all zoning districts. Notwithstanding, whenever a permit is sought for activities in primarily residential neighborhoods, extra consideration shall be given to the conditions imposed to ameliorate as much inconvenience as possible to the residents.
- (d) Permits shall be effective for no more than fourteen (14) consecutive days from the date of issuance. Permits may be extended by the city manager, for a reasonable reason, provided a daily filming fee shall apply.

- (e) A single permit shall include all locations for the same production within the city. The permit shall be available, on location, at all times when production activity is occurring and shown to city inspectors upon request.
- (f) The city will not intervene on behalf of any permittee or negotiate access rights to private property with property owners; the permittee is expected to deal directly with private property owners for required permission and consent. An applicant is required to obtain the property owner's permission, consent, and/or lease for use of property not owned or controlled by the city. Written permission of the property owner must be presented at time of permit application. An applicant is required to minimize interference with the normal activities of a neighborhood or commercial area, including access to private or public property.
- (g) In the event that the applicant desires to locate their production event at a facility owned or managed by the city, or on the public right-of-way, the city shall charge a daily fee in an amount determined by city manager or his designee on a case by case basis. If an existing facility charge has been established by the city at a facility owned or managed by the city, that fee will be charged to the applicant.
- (h) General standards. The following general standards shall apply to all permits:
1. Normal hours of activity shall be 7:00 a.m. to 11:00 p.m. daily; all preparation and wrap-up shall occur within one hour of this time frame. Noise shall be kept to a minimum and shall not violate the provisions of Stone Mountain Code Sec. 15-1. - Noise control.
 2. Permittees must provide all residents and businesses within a 500-foot radius of the film location notice of the dates, times, location addresses and production company contact at least 48 hours prior to the first film activity. If a permittee requires on-street parking for production vehicles, residents and merchants impacted by the parking requirements must receive notice at least 48 hours prior to the arrival of the vehicles.
 3. No tents, temporary sanitary facilities, trash collection, or food service facilities shall be located within 100 feet of the property line of any property used for residential use, unless the owner or tenant gives written consent.
 4. Tents, depending on their square footage, and other temporary structures may require a separate building permit from the city; any food preparation or food service provided at the location shall require a food service permit from the county health department, or evidence of exemption.
 5. Lighting for filming should be oriented away from adjacent or nearby properties as much as possible and should not interfere with the safe movement of vehicular traffic.

6. Temporary signage must be approved in writing, in advance, prior to placement by the development director, or his designee; approval of temporary signage is conditioned restoration of permanent signage following completion of the film activity.
7. No regulatory traffic control signage within a public right-of-way shall be removed without the prior written consent of the chief of police.
8. No modification to any existing traffic signage, streetlight, traffic control device or other officially installed facility or improvement shall be made without prior consent of the chief of police.
9. No street, road, alley, or sidewalk shall be closed, barricaded or other obstruction erected within a public right-of-way, including the laying of mats across cables, and no access shall be denied or restricted to public or private property or facilities unless the closure or restriction is approved as a condition of the permit; reasonable alternative access shall be arranged whenever possible.
10. No trees, vegetation (including grasses), or ornamental shrubs shall be cut or removed from public property without prior written consent of the city in the permit, based upon an agreed landscape restoration plan. A land disturbance permit may be separately required depending upon the nature and extent of the activity.
11. Based upon the proposed scope of production activity and in consideration of any potential danger to the safety, health and welfare of the community, particularly private property and residents near the location, the chief of police and/or fire marshal may require on-site security (qualified private security or use of off-duty law enforcement officers) and/or may require personnel and equipment be placed on standby for portions of the production activity at the expense of the applicant. The application shall detail the planned time, place, and manner of any of the following production activities: pyrotechnics, demolition, discharge of firearms or other weapons, motor vehicle chases, physical stunts, and similar actions.
12. *Traffic management plan.* The applicant shall submit to the chief of police and public works director a traffic management plan to address traffic flow in the vicinity of the location where production activity is to occur, even if normal traffic flow is not to be obstructed or interrupted. Detours shall be determined and approved by the chief of police; temporary traffic control devices and signage as required by the Manual on Uniform Traffic Control Devices (MUTCD) shall be provided at the sole expense of the applicant; the fire marshal shall also review and approve such plan.
13. *Fireworks, explosives, etc.* No film activity which involves the use of explosives, pyrotechnics, fire, smoke-making machines, or other special effects may be undertaken unless specifically approved by the fire marshal.

14. The City of Stone Mountain shall be listed in the production credits for all permits required.

Section 12-506. – When a film production permit is not required.

The provisions of this article shall not apply to:

1. Current news productions, including reporters, photographers, or cameramen in the employment of a newspaper, news service, broadcasting station or similar entity engaged in the broadcasting of news events.
2. Productions that are conducted by the DeKalb County School System or other educational or governmental organizations, including but not limited to DeKalb County Television.
3. Filming associated with any rally, protest or demonstration, except when such rally or demonstration is staged for the sole purpose of being included in filming.
4. Student filming by a student or students duly enrolled in an educational institution.

Section 12-507. – Permit denial.

The city reserves the right to deny a film permit application as it deems necessary. If a permit is denied, the city manager or his designee shall give written notice to the applicant setting forth the reasons for permit denial. The applicant or producer shall have an opportunity to respond to a denial within seven (7) business days after receipt of the denial notice by presenting written or oral evidence to the city manager or his designee. A final written decision will be issued by the city manager or his designee within fifteen (15) business days after the applicant or producer has appealed the denial.

Section 12-508. – Permit modification, suspension, or cancellation.

- (a) After receiving a permit, a permittee may request a modification of the permit at any time by submitting a change request in writing to the city manager or his designee. The city manager or his designee shall process the change request in the same manner established for processing initial applications.
- (b) A permit may be immediately suspended or revoked where:
 1. The department discovers false or incomplete information on the permit application.
 2. Failure to comply with all terms and conditions of the permit.

3. The department, city manager, chief of the police department or the fire marshal, or their designees, determines that the health, welfare, or safety of the public may be endangered.
4. Failure to arrange for or adequately remit all fees and bonds required by the city and to maintain all required insurance.
5. Existence of disaster, public calamity, riot, or other emergency as the city determines, in its sole discretion, to be an impact upon the public health, safety and welfare.

(c) A permit may be cancelled where:

1. The city manager or his designee determines that an imminent or substantial endangerment to the health and welfare of persons or to property caused by or resulting from the filming cannot be reasonably eliminated;
2. The city manager or his designee determines that the producer has intentionally or recklessly violated material terms of the permit, or the ordinance codified herein;
or
3. The city manager or his designee determines that the producer does not have or has lost insurance coverage.

(d) If a permit is suspended, revoked, or cancelled, the city manager or his designee shall give written notice to the applicant, setting forth the reasons for permit suspension, revocation, or cancellation. The applicant or producer shall have an opportunity to respond to the notice within seven (7) business days after receipt of the notice by presenting written or oral evidence to the city manager or his designee. A final written decision will be issued by the city manager or his designee within fifteen (15) business days after the applicant or producer has appealed the suspension, revocation, or cancellation.

(e) If the producer is otherwise in compliance with the permit, the city shall make reasonable efforts to find alternative means to accommodate the producer's filming and to eliminate said health or safety risk.

(f) If the producer is not in compliance with the permit and the city suspends, revokes, or cancels the permit prior to filming, no refund will be issued.

(g) If the city suspends, revokes, or cancels a permit prior to filming, the city will refund the permit fee upon written request.

Section 12-509. – Application and permit procedure.

- (a) Prior to applying for a permit, it shall be incumbent on the applicant to meet with the city manager, or his designees, to review locations and the general scope of activities planned during the production. A copy of the script shall be made available, upon request, to allow the city staff to better understand the applicant's needs.
- (b) All applications shall be made in writing on forms provided by the city. Applications shall be submitted in duplicate originals. No application shall be deemed accepted unless accompanied by payment of the requisite application fee in U.S. funds. Application shall be made no less than ten (10) business days prior to the first scheduled event or day of filming. Any application received less than ten (10) business days prior to the first scheduled event or day of filming will be assessed an application rush fee.
- (c) Every application shall state the name and contact information of a responsible representative of the applicant, who shall be available at all times during actual production activity within the city and for a period of not less than one year thereafter; more than one point of contact may be specified.
- (d) The application shall contain a detailed narrative of the scope of production activities, and include drawings, maps or plats to illustrate locations, property boundaries, existing material improvements, planned temporary improvements, curb cuts and driveways, adjoining streets, traffic patterns, and similar information helpful to assess the impact of the proposed activity.
- (e) When activity is to occur in or near residential areas, personal notice of intent to secure a permit and the place, date and time of the proposed film activity shall be provided by the applicant, within five days of filing the application; to the extent feasible, written acknowledgment of the notice shall be obtained from the resident or resident's agent. For purposes of this section, all residential properties within 500 feet of the outside boundaries of the location(s) where production activity is to occur should be notified.
- (f) All applications shall be filed with the city manager, or his designee, who may require such additional information as needed to assess the proposed extent and intensity of the production within the city.
- (g) All applications shall be approved with specific terms and conditions, or denied, by the city manager, or his designee, in writing. If approved, the city shall issue a permit to the applicant, in writing, with all terms and conditions clearly set forth therein.
- (h) Permits may be denied, in whole or in part, due to prior scheduled events or activities sanctioned or permitted by the city under other provisions of this Code.

- (i) Any material variation from the approved scope of work permitted shall be grounds for permit revocation unless the permit is modified in advance by the permittee.

Section 12-510. – Fees and waivers.

- (a) Application fees for film production permits shall be set by resolution of the mayor and city council. Application fees are non-refundable and must be paid, in full, at the time of application.
- (b) Daily permit fees are required for each calendar day on which production activity physically occurs within the city shall be paid upon the last day of scheduled activity; if a production is scheduled for a duration in excess of a calendar month, the accrued daily fee shall be due and payable on the last day of each month in which production activity occurred. Daily permit fees shall be set by resolution of the mayor and city council.
- (c) Additional fees and charges may be assessed based upon specific requirements, including fees for the monitoring of public safety or special services by a city department, based upon labor, time and equipment necessary to provide the service. When using city-owned buildings or property other than public road rights-of-way, for production activities, a separate rental fee or charge may be negotiated.
- (d) Application fees and daily permit fees for use of city services or facilities may be reduced or waived for charitable or non-profit organizations holding § 501(c) status from the I.R.S., or for other governmental agencies. All waivers shall require the approval of the city manager.
- (e) Reduction or waiver of daily permit fees may be approved by the city council for commercial productions providing a greater than normal economic benefit to the community, as determined on a case-by-case basis.

Section 12-511. – Insurance and liability.

- (a) At the discretion of the department, prior to issuance of a permit, the producer shall provide to the city proof of comprehensive liability insurance naming the city as an additional insured. The producer's comprehensive liability insurance shall be primary over any other policy of the city.
- (b) At the discretion of the department, the producer, at all times during filming, shall maintain comprehensive general liability insurance combined single limits coverage including bodily injury and property damage with limits of \$1,000,000.00 for each occurrence, personal and advertising injury with a limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general and auto liability insurance including owner, hired, and non-owned vehicles with combined single limits including bodily injury and property damage of \$1,000,000.00 for each occurrence and workers' compensation as required by law. The City of Stone Mountain shall be named as an additional insured

- on all policies and said policies shall be primary to any insurance maintained by the city.
- (c) The producer of any film production shall provide a written agreement in a form satisfactory to the city providing the producer shall defend, pay, and save harmless the city, its officers, employees, and agents from liability of all personal injury or property damages arising from any acts or omissions emanating from a film production and from any and all claims, attorney fees or lawsuits for personal injury or property damage arising from or in any way connected to the film production. The agreement shall be filed with, and made a part of, the application form.
 - (d) The city, its officials, employees, or agents shall not incur any liability or responsibility for any injury or damage to any person or any property in any way connected to the use for which the permit has been issued. The city, its officials, employees, or agents shall not be deemed to have assumed any liability or responsibility by reasons of inspections performed, the issuance of any permit, or the approval of any use of the right-of-way or other public property.