



# Mayor and City Council Special Called Session

Tuesday, January 14, 2025 at 6:30 PM

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

## Agenda

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**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. Call to Order**
- II. Determination of Quorum**
- III. Adoption of The Agenda of The Day**
- IV. Business (as stated in the call pursuant to section 2.18 of the City Charter).**
  - 1.** 2nd READING: Approval of the Landscaping agreement with Crabapple (Assistant City Manger & DDA/Economic Director Dimov)
  - 2.** 2nd read of the Discussion and Approval of Ordinance 2025-01; an Ordinance to amend Chapter 12 (Licenses and Business Regulations) of the code of the City of Stone Mountain, Georgia, to regulate film production (Assistant City Manager & DDA/Economic Director Dimov)
  - 3.** 2nd read of the Discussion and Approval of Resolution 2025-01; a resolution establishing permit fee schedules for film production activities. (Assistant City Manager & DDA/Economic Director Dimov)

- [4.](#) Discussion and Approval of Resolution 2025-02 - A RESOLUTION TO ESTABLISH THE PENSION SECRETARY (City Clerk Ames)
  - [5.](#) Discussion and Approval of Resolution 2025-03 - A RESOLUTION TO ESTABLISH THE ELECTION SUPERINTENDENT (City Clerk Ames)
  - [6.](#) Discussion and Modification of Resolution 2024-14; A Resolution to Enforce Adherence to Rules of Decorum and Ensure Equitable and Effective Meeting Management (Mayor Jones)
  7. Discussion on the creation of a Financial Advisory Committee (CM Freeman)
  8. Discussion on leaving Council chamber Partitions up (CM Bryant)
- V. **Executive Session to Discuss Personnel, Legal, Cyber Security and/or Real Estate (if needed)**
- VI. **Adjournment**



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

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

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**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

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**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.

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**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 1<sup>st</sup> 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 LANDSCAPE EXPERTS**, a Georgia corporation (“Contractor”), collectively referred to herein as the “Parties”.

#### W I T N E S S E T H:

**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. **Miglana 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](mailto: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](mailto: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

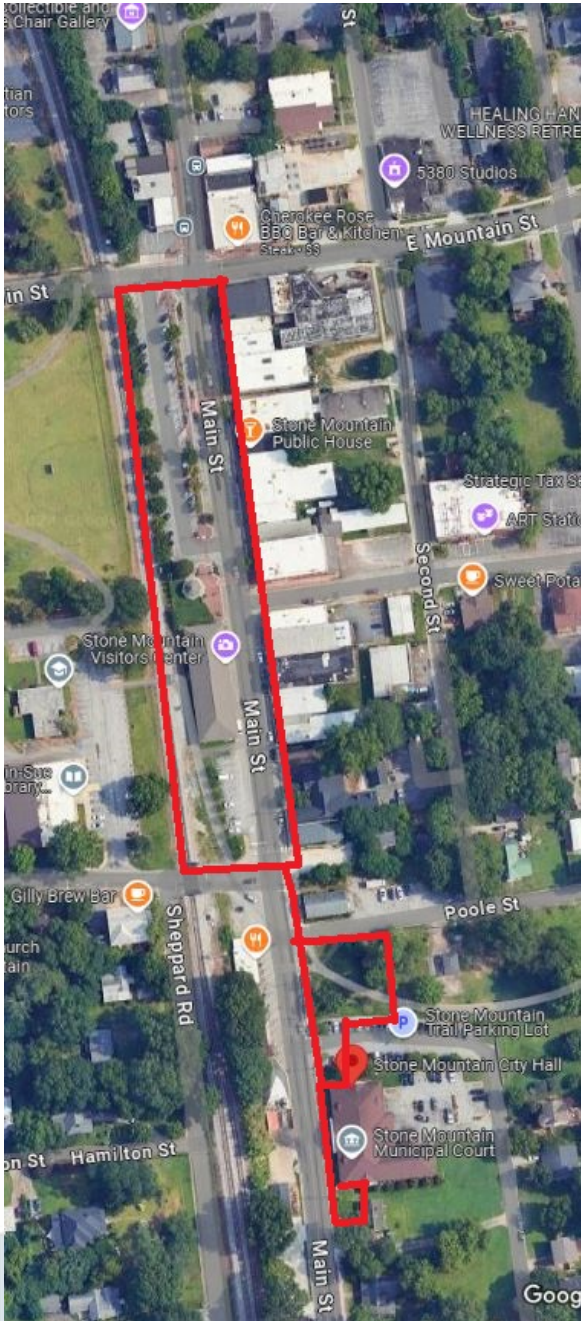
[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_

# SITE SPECIFIC PLAN

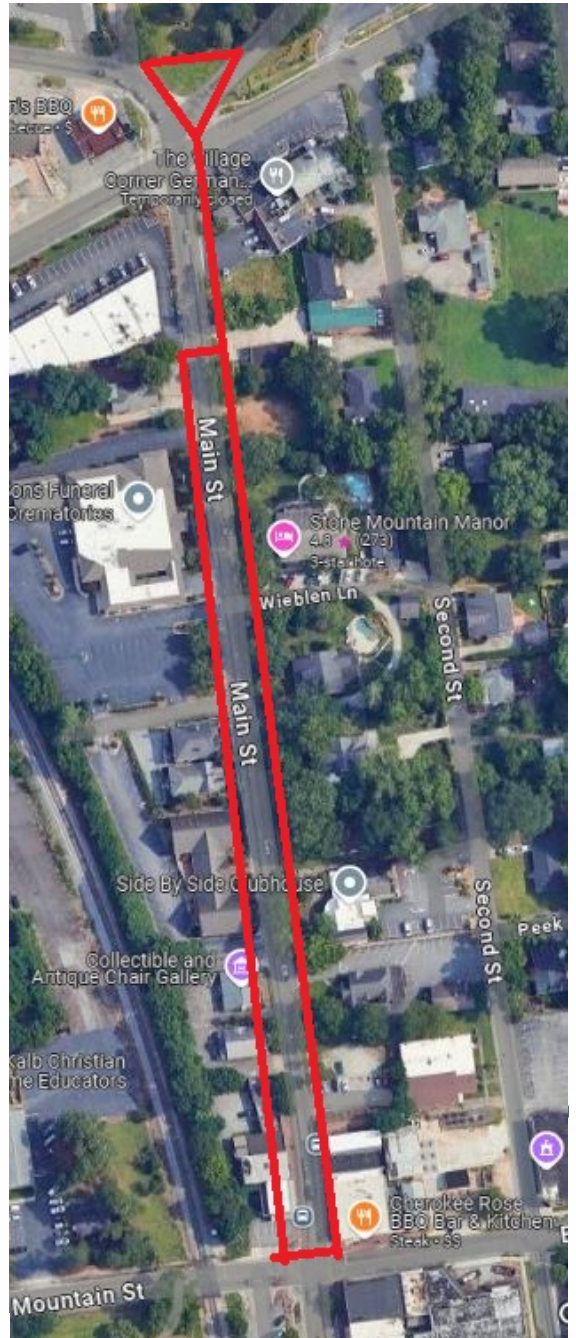
## Existing Areas of Service



Main Street:  
City Hall/  
Visitor Center



Main Street:  
E Mountain St/  
Cemetery  
Triangle



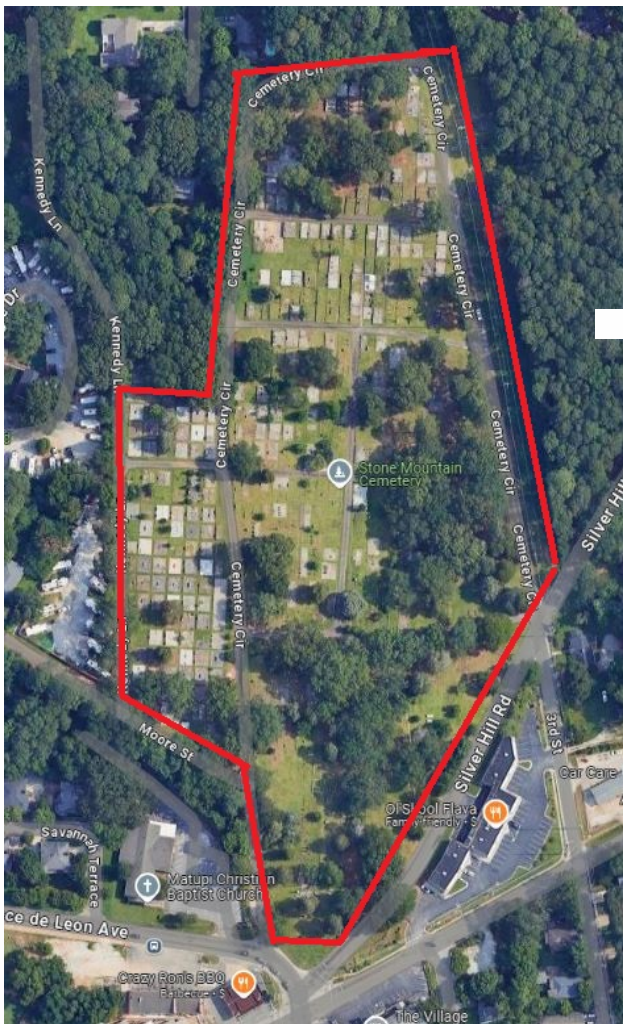
### SCOPE OF SERVICES



# SITE SPECIFIC PLAN

New Areas of Service To Be Added

Cemetery



Event Lawn



SITE

CITY OF STONE MOUNTAIN

ANNUAL  
AMOUNT

BASE MAINTENANCE ONLY: EXISTING AREAS \$ 22,896.00  
 BASE MAINTENANCE ONLY: INCLUDING ADDED AREAS \$ 112,884.00  
 (BREAKDOWN OF ADDED AREAS ON FOLLOWING PAGE)

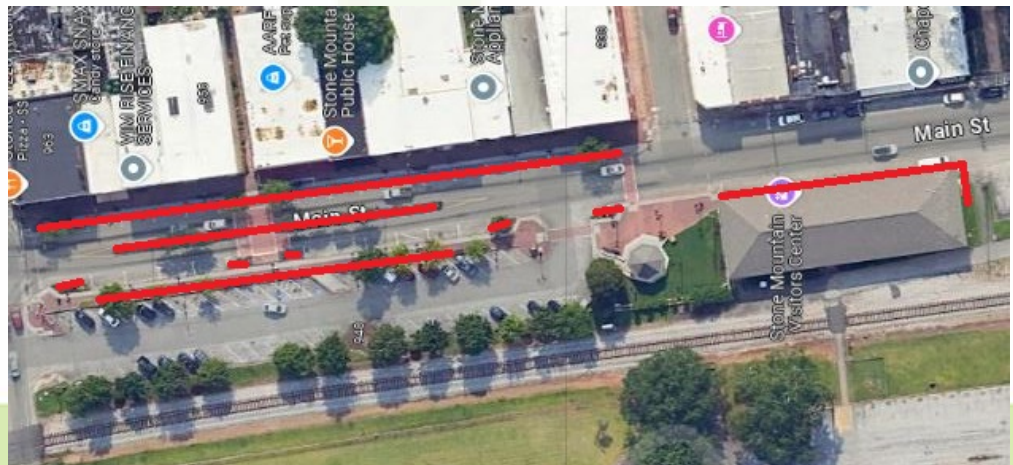
MONTHLY  
AMOUNT

BASE MAINTENANCE ONLY: EXISTING AREAS \$ 1,908.00  
 BASE MAINTENANCE ONLY: INCLUDING ADDED AREAS \$ 9,407.00  
 (BREAKDOWN OF ADDED AREAS ON FOLLOWING PAGE)

Below pricing is not included in contracted maintenance price.

SERVICE  
PROPOSALS  
IN ADDITION  
TO  
AGREEMENT  
PRICE

2025 SPRING SEASONAL COLOR PLANTERS (12) \$ 2,041.08  
 PREVIOUSLY APPROVED BY DDA\*  
 2025 FALL SEASONAL COLOR PLANTERS (12) \$ 1,931.59  
 ESTIMATED\*  
 HARDWOOD MULCH: 34 CY \$ 2,108.00  
 (FOR AREAS NOTED IN RED ON BELOW MAP) ESTIMATED\*



PRICING BID SHEET\*

\* Estimated Numbers ONLY with regards to additional service items. Official Proposal Pricing forthcoming.

SITE

CITY OF STONE MOUNTAIN

BREAKDOWN OF ADDED AREAS OF SERVICE  
BASE MAINTENANCE ONLY

CEMETERY

\$ 73,731.00/ANNUAL

\$ 6,144.25/MONTH

EVENT LAWN

\$ 16,257.00/ANNUAL

\$ 1,354.75/MONTH

**PRICING BID SHEET\***

\* Landscape Maintenance Proposal Pricing is valid for 30 days

STATE OF GEORGIA  
COUNTY OF DEKALB

ORDINANCE NO. 2025-01

**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:

\_\_\_\_\_  
Shavala Ames, City Clerk

Approved as to form:

[CITY SEAL]

\_\_\_\_\_  
Jeffrey Strickland, City Attorney

**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.

**RESOLUTION # 2025-01**

**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: \_\_\_\_\_  
Shavala Ames,  
City Clerk of City of Stone Mountain, GA

Approved: \_\_\_\_\_  
The Honorable Dr. Beverly Jones,  
Mayor of City of Stone Mountain, GA

(Seal)

**RESOLUTION # 2025-02**

**A RESOLUTION TO ESTABLISH THE PENSION SECRETARY**

**WHEREAS**, pursuant to its Charter, the City of Stone Mountain, Georgia (the “City”), has the power to appoint a pension secretary; 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 current acting City Clerk for the City of Stone Mountain, Shavala Ames, be appointed as the pension secretary.

**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: \_\_\_\_\_  
Shavala Ames,  
City Clerk of City of Stone Mountain, GA

Approved: \_\_\_\_\_  
The Honorable Dr. Beverly Jones,  
Mayor of City of Stone Mountain, GA

(Seal)

**RESOLUTION # 2025-03**

**A RESOLUTION TO ESTABLISH THE ELECTION SUPERINTENDENT**

**WHEREAS**, pursuant to its Charter, the City of Stone Mountain, Georgia (the “City”), has the power to appoint an elections superintendent; 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 current acting City Clerk for the City of Stone Mountain, Shavala Ames, be appointed as the elections superintendent.

**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: \_\_\_\_\_  
Shavala Ames,  
City Clerk of City of Stone Mountain, GA

Approved: \_\_\_\_\_  
The Honorable Dr. Beverly Jones,  
Mayor of City of Stone Mountain, GA

(Seal)

**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 17<sup>th</sup> day of **December, 2024**, 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 an individual citizen's 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 and approval of the City Council. Meeting attendees who violate this rule will be warned and, if such disruptions continue, will be subject to removed-removal from the meeting.
  - (d) A City Council member may motion to have a disruptive attendee warned and/or 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 be tabled until ~~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, collectively, be allotted a total of ten (10) minutes to speak and the Mayor shall be allowed a total of 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-Neither the Mayor nor the~~ City Council member shall act in an aggressive or combative manner towards the public or with each 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:**

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~~(a)~~(i) 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.

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~~(b)~~(j) All actions and rulings by the Presiding Officer shall align with the City Council's adopted Rules of Decorum and shall serve to:

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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, the Mayor or any City Council Member shall result in a formal review of conduct by the City Council.

(c) Potential corrective actions, including censure or other measures, shall be available 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