



Mayor and City Council Work Session
Tuesday, September 16, 2025 at 6:30 PM
City Hall, 875 Main Street, Stone Mountain, Georgia 30083

Agenda

Mayor and Council: Dr. Beverly Jones – Mayor | Post 3: Mayor Pro Tem Ryan Smith
Post 1: Council Member Anita Bass | Post 2: Council Member Mark Marianos
Post 4: Council Member Gil Freeman | Post 5: Council Member Shawnette Bryant
Post 6: Council Member Teresa Crowe

Staff: Maggie Dimov- City Manager/Economic Development Director/DDA | Shavala Ames - City Clerk | Angela Couch - City Attorney

City of Stone Mountain, GA Facebook page: <https://www.facebook.com/CityofStoneMtn/>
Link to join Webinar: <https://us06web.zoom.us/j/82303400686>

- I. Call to Order**
- II. Determination of Quorum**
- III. Invocation and Pledge**
- IV. Citizen Comments – Including comments from public/stakeholders (3 minutes per comment)**

Comments from the Public

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

The City appreciates your input and wants to hear from you. If you have a complaint or concerns about a particular person associated with the City, please contact the City Manager's office. Your public comments during a Council meeting may not be directed at or to any particular City representative, including but not limited to the Mayor, City Council members, or a member of City staff. If your presentation includes such comments, the City reserves the right to stop your presentation. During your public comment, if you use obscenities or vulgar or abusive language, yell, or point fingers, the City reserves the right to stop your presentation. During your public comment, if you physically approach any City representative or your presentation rises to the level of disorderly conduct, your public comment will be stopped.

V. Review of the Journal (City Clerk)

- 1.** Consideration of an action on a request to approve September 2, 2025 meeting minutes, requested by City Clerk Shavala Ames

VI. Reading of Communications

VII. Adoption of The Agenda of The Day

VIII. Committee Discussion Items

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

IX. Staff Reports

- [1.](#) Public Safety- Police Chief- James Westerfield Jr
- [2.](#) Financials Report - Paul Salvatore, Acting Finance Director

X. City Manager's Report

- [1.](#) Operations Report - Interim City Manager - Maggie Dimov

XI. Council Policy Discussion Topics

XII. Unfinished Business

- [1.](#) Resolution 2025-24 - Authorize Interim City Manager to Execute Enterprise Fleet Management Agreements
- [2.](#) Consideration of an action on a request to approve the Lawn concept design, presented by Interim City Manager Maggie Dimov

XIII. New Business

- [1.](#) Consideration of an action on a request to approve Change Order No. 1 with Verkada, requested by Police Chief James Westerfield
- [2.](#) Consideration of an action for Council to consider Authorization for the City of Stone Mountain to enter into an agreement with the Georgia Environmental Finance Authority (GEFA) to receive a grant in the amount of \$75,000.00. The grant funds will be applied toward the replacement of the HVAC system at City Hall.
- [3.](#) Consideration of an action for Council to consider Approval of the purchase of a new HVAC system for City Hall, requested by Interim City Manager Maggie Dimov
- [4.](#) Consideration of an action on a request to approve Sumter Consulting, requested by Interim City Manager Maggie Dimov
- [5.](#) Consideration of an action on a request to approve a fee agreement with Attorney Mary Prebula, requested by Interim City Manager Maggie Dimov

XIV. New Ordinances and Resolutions

- [1.](#) Ordinance 2025-04 - Parks and Recreation Committee Establishment
- [2.](#) Ordinance 2025-06 - Amend Employee Personnel Policies Ordinance (Second Reading)
- [3.](#) Resolution 2025-26 - Amend Special Events Fee Schedule

XV. Remarks of Privilege

XVI. Announcements by The Mayor

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

XVIII. Adjournment



Mayor and City Council Regular Session
Tuesday, September 2 at 6:30 PM
City Hall, 875 Main Street, Stone Mountain, Georgia 30083

Minutes

Mayor and Council: Dr. Beverly Jones – Mayor | Post 3: Mayor Pro Tem Ryan Smith
Post 1: Council Member Anita Bass | Post 2: Council Member Mark Marianos
Post 4: Council Member Gil Freeman | Post 5: Council Member Shawnette Bryant
Post 6: Council Member Teresa Crowe

Staff: Maggie Dimoc - Interim City Manager/Economic Development/DDA | Shavala Ames - City Clerk | Angela Couch - City Attorney

I. Call to Order

Mayor Jones called the meeting to order at 6:33 P.M.

II. Determination of Quorum

PRESENT: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe, Mayor Beverly Jones

III. Invocation and Pledge

Mayor Jones led the Pledge of Allegiance and the invocation.

IV. Citizen Comments – Including comments from public/stakeholders

Citizen Comment 1: Ann Thomas – discussed special event at Medlock Park; advocate for kids however the noise and crowd size was disruptive; seeking more supervision, rules and regulations.

Citizen Comment 2: Beverly Patterson – questioned why Truist was only being subpoenaed; concerned about work not being done on Rockborough going into week three.

Citizen Comment 3: Carl Wright – the Pond project – parking concerns; there is a lack of commercial properties; do similar as surrounding cities like Avondale.

Citizen Comment 4: Dave Thomas – is the focus on business or people; barely support current businesses; plea to keep Stone Mountain Elementary and support them.

Citizen Comment 5: Joan Monroe – nominees for removal should be non-bias; Mayor Pro Tem seems to have intent; ugly political game; SPLOST misappropriated; Mayor did not act against the law.

Citizen Comment 6: C. Monroe – fighting witch hunt battle since May; wasting the city's resources; no sworn testimony from the investigation; proposing the City of Stone Mountain adopt Stone Mountain Elementary School

V. **Review of the Journal (City Clerk)**

1. Consideration of an action on a request to approve July 15, 2025 Meeting Minutes, requested by City Clerk Shavala Ames

ACTION: MOTION TO APPROVE AUGUST 19, 2025 MEETING MINUTES

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

Voting Yea: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 6 Teresa Crowe

Voting Nay: Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant

MOTION PASSED

VI. **Reading of Communications**

City Attorney Angela Couch came forward and read a communication from Truist Attorney Jena Bost and DDA Attorney Kyle Williams to City Attorney Angela Couch.

VII. **Adoption of The Agenda of The Day**

ACTION: ADOPT THE AGENDA OF THE DAY

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

City Clerk Shavala Ames presented an addition to the agenda at the request of Council Member Freeman, who sought to remove his current Ethics Board appointee and designate a replacement.

City Attorney Couch clarified that additions to the agenda must meet the threshold of being either urgent or an emergency. Council Member Freeman stated that this matter is urgent, as his current Ethics Board appointee is no longer able to serve.

ACTION: SUBSTITUTE MOTION TO ADOPT THE AGENDA FOR THE DAY AS AMENDED, REFLECTING THE REMOVAL OF STACY GREEN AND THE APPOINTMENT OF A NEW MEMBER TO THE ETHICS BOARD

Motion made by Council Member: Post 4 Gil Freeman, Seconded by Council Member: Post 5 Shawnette Bryant

Voting Yea: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe

MOTION PASSED (UNANIMOUSLY)

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

ACTION: MOTION TO ENTER INTO EXECUTIVE SESSION AT 7:04 P.M. TO DISCUSS LITIGATION AND PERSONNEL

Motion made by Council Member: Post 1 Anita Bass, Seconded by Council Member: Post 5 Shawnette Bryant

Voting Yea: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe

MOTION PASSED (UNANIMOUSLY)**ACTION: MOTION TO ADJOURN EXECUTIVE SESSION AND RECONVENE THE CITY COUNCIL MEETING AT 8:30 PM**

Motion made by Mayor Pro Tem: Post 3 Ryan Smith, Seconded by Council Member: Post 5 Shawnette Bryant

Voting Yea: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe

MOTION PASSED (UNANIMOUSLY)**IX. City Manager's Report****1. Operations Report - Interim City Manager Maggie Dimov**

Interim City Manager Maggie Dimov reviewed the Operations Report, highlighting key accomplishments and providing updates on ongoing capital projects and departmental activities. Concerns were raised regarding the limited presence of Code Enforcement in the Rockborough subdivision. Additional discussion focused on the Oakridge drainage issue and potential steps to address it.

X. Council Policy Discussion Topics

Mayor Pro Tem Ryan Smith provided a brief overview of the responsibilities of the Mayor Pro Tem position and indicated that he does not have an interest in serving as Mayor.

XI. Unfinished Business**XII. New Business****1. Consideration of an action on a request to appoint a hearing panel and a City Attorney for the case regarding the removal of Mayor Beverly Jones**

City Attorney Couch addressed the City Council, outlining the parameters and responsibilities of the hearing panel. Attorney Couch provided clarification regarding the selection process for panel members, including the roles of the judge and attorney. The Council discussed the judge's salary and the corresponding budget allocation. Additionally, Council members inquired about the current expenditures for the City Attorney and requested that the Interim City Manager provide the invoices to date.

ACTION: MOTION TO JUDGE WIGGINS APPOINTMENT TO THE HEARING PANEL FOR THE CASE REGARDING THE REMOVAL OF MAYOR BEVERLY JONES AT \$250 AN HOUR

Motion made by Council Member: Post 2 Marianos, Seconded by Council Member: Post 1 Bass

Voting Yea: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe

MOTION PASSED (UNANIMOUSLY)**ACTION: MOTION TO APPOINT KARLA BROWN TO THE HEARING PANEL FOR THE CASE REGARDING THE REMOVAL OF MAYOR BEVERLY JONES**

Motion made by Council Member: Post 6 Teresa Crowe, Seconded by Council Member: Post 2 Mark Marianos

Voting Yea: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 6 Teresa Crowe

Voting Nay: Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant

MOTION PASSED

ACTION: MOTION TO APPOINT VIRGINIA TOWNES TO THE HEARING PANEL FOR THE CASE REGARDING THE REMOVAL OF MAYOR BEVERLY JONES

Motion made by Council Member: Post 2 Mark Marianos, Seconded by Council Member: Post 6 Teresa Crowe

Voting Yea: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 6 Teresa Crowe

Voting Nay: Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant

MOTION PASSED

Further discussion focused on the process for selecting hearing panel members. It was suggested that panel members be chosen at random, similar to the method used by the courts for jury selection.

ACTION: MOTION TO DESIGNATE RANDOM SELECTIONS TO THE HEARING PANEL FOR THE CASE REGARDING THE REMOVAL OF MAYOR BEVERLY JONES

Motion made by Council Member: Post 4 Gil Freeman, Seconded by Council Member: Post 6 Shawnette Bryant

Voting Yea: Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant

Voting Nay: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 6 Teresa Crowe

MOTION FAILED

ACTION: MOTION TO APPOINT ATTORNEY MARY PREBULA TO THE HEARING PANEL FOR THE CASE REGARDING THE REMOVAL OF MAYOR BEVERLY JONES

Motion made by Council Member: Post 2 Mark Marianos, Seconded by Council Member: Post 1 Anita Bass

Voting Yea: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 6 Teresa Crowe

Voting Nay: Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant

MOTION PASSED

2. Consideration of an action on a request to approve the Lawn concept design

ACTION: MOTION TO POSTPONE THE CONSIDERATION OF THE LAWN CONCEPT DESIGN UNTIL THE NEXT MEETING OF MAYOR AND CITY COUNCIL

Motion made by Council Member: Post 1 Bass, Seconded by Council Member: Post 2 Marianos

Voting Yea: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe

MOTION PASSED (UNANIMOUSLY)

3. Consideration of an action on a request to appoint Denise Phillips to the Ethics Board to finish an unexpired term

Discussion clarified that the appointment was to complete the unexpired term of a member who no longer resides within the City of Stone Mountain. Questions were raised regarding a possible conflict of interest, as Ms. Phillips currently serves on another City Board. The City Attorney confirmed that no conflict exists, noting that the member would be required to recuse herself should a complaint involve her directly.

ACTION: MOTION TO APPOINT DENISE PHILLIPS TO THE ETHICS BORD

Motion made by Council Member: Post 1 Anita Bass, Seconded by Council Member: Post 2 Mark Marianos

Voting Yea: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 6 Teresa Crowe

Voting Nay: Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant

Additional discussion was held regarding the process for appointing members to the Ethics Board, with clarification that full Council approval is not required. The City Attorney confirmed that appointments may be made directly by the elected officials. Council Member Freeman announced the appointment of Joan Monroe to the Ethics Board, noting that this appointment is to fill the vacancy created by his prior appointee's inability to continue serving.

4. Consideration of an action on a request to approve a Forensic Audit

Deliberation took place regarding the forensic audit, which was first proposed in 2024 when three firms were under consideration. It was recommended that the matter be revisited once the information is presented to the governing body and that action be postponed until that time.

ACTION: MOTION TO POSTPONE THE CONSIDERATION OF A FORENSIC AUDIT UNTIL THE SUPPORTING INFORMATION FROM THE THREE PREVIOUSLY REVIEWED FIRMS IS PROVIDED.

Motion made by Mayor Pro Tem: Post 3 Ryan Smith, Seconded by Council Member: Post 2 Marianos

Voting Yea: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe

MOTION PASSED (UNANIMOUSLY)

5. Consideration of an action on a request to approve an emergency purchase of Axon body cameras

ACTION: MOTION TO POSTPONE THE CONSIDERATION OF A FORENSIC AUDIT UNTIL THE SUPPORTING INFORMATION FROM THE THREE PREVIOUSLY REVIEWED FIRMS IS PROVIDED.

Motion made by Council Member: Post 1 Anita Bass, Seconded by Council Member: Post 2 Marianos

Voting Yea: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe

MOTION PASSED (UNANIMOUSLY)

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XIII. **New Ordinances and Resolutions**

1. Ordinance 2025-06 – Amend Employee Personnel Policies

Attorney Couch presented the ordinance as a first read. It will be brought back at a later meeting for possible consideration. No action taken.

XIV. **Remarks of Privilege**

XV. **Adjournment**

ACTION: MOTION TO ADJOURN THE MEETING 10:00 P.M.

Motion made by Mayor Pro Tem: Post 3 Ryan Smith, Seconded by Council Member: Post 2 Mark Marianos

Voting Yea: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe

MOTION PASSED (UNANIMOUSLY)

Dr. Beverly Jones, Mayor

Shavala Ames, City Clerk

SEPTEMBER 16, 2025, COMMITTEE REPORT TO CITY COUNCIL

STONE MOUNTAIN COMMUNITY GARDEN AT VFW PARK



Committee Members:

COLUMBUS BROWN, CHAIR
CHAKIRA JOHNSON, VICE CHAIR
JULIANA TAYLOR, SECRETARY
JACKIE MARSHALL, MEMBER

OVERVIEW

Stone Mountain Community Garden at VFW Park (SMCG) is an all volunteer effort and has been operating continuously since March 2011, as a partnership between the City of Stone Mountain and the Dekalb County/University of Georgia Extension Service (Extension Service). **“We Grow Community.”** So far, the SMCG has provided 16,700 pounds of fresh produce to the Stone Mountain Ecumenical Food Pantry (Food Pantry) for distribution to local families with food insufficiencies — providing essential food for over 4,175 families to date. This year, the SMCG has contributed over 850 pounds of fresh vegetables, fruits and herbs to the Food Pantry — helping 212 families.

The SMCG provides 54 spaces for individuals in the community to grow their own vegetables, fruits and flowers throughout the year. We maintain an apiary with three honey bee hives, a butterfly/pollinator garden, four composting systems, herb garden, children’s garden, grape arbor, two vertical gardens and a newly added greenhouse. Pesticides are not used at the SMCG.

Ten Master Gardeners support the Community Garden through the Extension Service. The Master Gardeners play an important role in the community by providing gardening and environmental education — through workshops, classes and technical assistance onsite. At least one Master Gardener is on duty every Saturday morning and there is a Community Workday, the second Saturday of each month.

We are continuing to attract new gardeners and volunteers from the community.

RECENT SMCG EVENTS

- September 7, 2025 Hosted Bee Talk followed by Hive Inspections by Beekeeper
Moreen Rebeira (see cover)
- September 13, 2025 Mini Talk by Jackie Marshall on “Key Hole Gardening”
- September 13, 2025 Monthly Workday
- September 16, 2025 Hosted Food Well Alliance Volunteer Pop Up Group

UPCOMING EVENTS AT SMCG

September 25, 2025 Community Garden Committee Meeting (ZOOM) at 6:30pm
 October 4, 2025 Host Food Well Alliance Volunteer Pop Up Group
 October 11, 2025 Fourth Annual “Faith and Blue” Workday
 October 21, 2025 Food Well Alliance Volunteer Pop Up Group

RECENT ACCOMPLISHMENTS

1. Assembled New Bench Donated by Stone Mountain Women’s Cub
2. Removal of Mulch, Wood Chips and Weed Piles from Stalls by Public Works
3. Pruning and Cleanup of Limbs and Debris Along Left Fence Line
4. Opportunities for Volunteers to Experience Bee Hive Inspections
5. Repairs to Leaking Waterline and Hook Up for Greenhouse by Public Works

IMMEDIATE NEEDS FROM CITY

1. Handicap Accessibility to Garden and Bathrooms—Problems Persist
2. Resume Pruning and Cleanup of Limbs and Debris Along Post Office Fence Lines
3. Remedy Drainage Problem Along Gordon Street and Entrance to Community Garden
4. New Supply of Compost and Wood Chips in Stalls for Use Onsite
5. Additional Compost Needed for Herb Garden to Reduce Flooding
6. Additional Funding for Interior of New Greenhouse

MEDIA EVENTS

Food Well Alliance - What Growers Have to Say June 18, 2025 - <https://us9.campaign-archive.com/?u=a0e6e9dd6a052a57e2be9f86e&id=9e92df56bd>

Food Well Alliance Summer Campaign, June 18, 2025 <https://mailchi.mp/foodwellalliance/june-2025-newsletter-updates-8346492?e=7cfe561612>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Activity Report

Stone Mountain Downtown Development Authority Report: July - September 10, 2025

The Downtown Development Authority (DDA) of Stone Mountain has continued to advance several projects that strengthen the City's revitalization efforts and community engagement. Below is a summary of activities and accomplishments between July and September 2025.

Joint City Council & DDA Meeting (July 28, 2025)

On July 28, the DDA held a joint meeting with the Stone Mountain City Council to review and discuss several community development projects. Updates were provided on the Lawn Project, with public feedback still being collected through the Table Talks Survey to help finalize the design. The MTAP Study was reaffirmed as a key priority for revitalizing Main Street, and the DDA Director was authorized to move forward with an application for a TAP study.

Mural Project - Final Approval & Implementation

The DDA finalized approval for the mural project to be located on the wall of Stoned Pizza. The selected design, "Strength Through Community - Stone Mountain Village", highlights the City's culture, history, and diversity. The total cost of the mural is \$20,000, with funding support secured. Once completed, the mural will be finished with a protective clear coat to ensure long-term preservation against weather.



Commercial Buildout Grant Program

The DDA also approved the creation of the Commercial Buildout Grant Program, a new initiative designed to support the interior renovation of commercial and mixed-use properties within the DDA district. For Fiscal Year 2025, the Authority has allocated \$50,000 to assist with buildout and renovation projects that improve business functionality and contribute to the vitality of downtown Stone Mountain.

Eligible projects under this program include interior improvements such as the repair or enhancement of walls, flooring, and ceilings, the installation or servicing of HVAC systems, upgrades to sprinklers, fire alarms, plumbing, or grease traps, and improvements to electrical systems and lighting. Grant awards range from \$1,000 to \$25,000 and are provided as reimbursements after project completion. As a matching grant, the DDA covers up to 80 percent of eligible project costs (not to exceed \$25,000), while applicants contribute the remaining 20 percent. This program is expected to encourage long-term investment in downtown properties, strengthen the business community, and create more professional and welcoming environments for both customers and employees.

CITY OF STONE MOUNTAIN
POLICE ACTIVITY STATISTICS
AUGUST 1, 2025-AUGUST 31,2025

ACTIVITY	A-SHIFT (DAY)	B-SHIFT (DAY)	C-SHIFT (NIGHT)	D-SHIFT (NIGHT)	TOTALS
Calls	33	62	23	22	140
Arrest	5	10	2	2	19
Citations	9	95	65	27	196
Warning Citations	4	70	12	29	115
DUI	0	0	0	0	0
VSCSA	0	0	1	2	3
Parking Citations	5	0	26	0	31
TOTALS	56	237	129	82	504
Incident Reports	140			Domestic 20	Accident 7

CITY OF STONE MOUNTAIN

*Statistics include NIBRS Group A Crimes (formerly known as FBI Part 1 Crimes), and Simple Assaults and Frauds, which are NIBRS Group B Crimes.

CITY OF STONE MOUNTAIN

2025 CRIME STATISTICS

2025	VIOLENT CRIME	PROPERTY CRIME	Statistic	Stone Mountain					
JAN	1	13	Violent Crime per 1,000 Residents	3.89					
FEB	0	11	Property Crime per 1,000 Residents	24.03					
MAR	2	13	Total Crime per 1,000 Residents	27.92					
APR	0	14							
MAY	3	9	Total Cases Assigned to CID YTD*	187.00					
JUN	3	15	CID Active YTD	108					
JUL	5	22	CID Inactive YTD	0					
AUG	3	8	CID Cleared YTD	13					
SEP			CID Exceptionally Cleared YTD	6					
OCT			CID Suspended YTD	52					
NOV			CID Unfounded YTD	8					
DEC			CID Clearance Rate (Cleared/Total Cases)	11%					
TOTALS	17	105							
MO. AVERAGE	2.13	13.13							
ANNUALIZED	25.50	157.50							
CRIME RATE PER 1,000 POP	3.89	24.03							
				2025 YTD	2024	2023	2022	2021	2020
			Simple Assault	63	72	92	107	123	101
			Simple Assault per 1,000 Residents	9.40	10.74	13.73	15.96	19.44	15.96

*Cases Assigned to CID include NIBRS Group A and Group B Crimes

DEPARTMENT OF FINANCE
FY 2025 CURRENT BUDGET - FINANCIAL REPORT



CITY OF STONE MOUNTAIN

Maggie Dimov, Interim City Manager
Paul Salvatore, Consultant
Angelia Adediran, Consultant

GENERAL FUND – 01

REVENUES – FY 2025 YTD

(Period: 9/2025)

	ORIGINAL BUDGET	AMENDED BUDGET	YTD REALIZED SPENT/ENC.	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
TAXES	\$5,260,278	\$5,260,278	\$840,936	15.99%	(\$4,419,342)
LICENSES & PERMITS	\$122,004	\$122,004	\$83,868	68.74%	(\$38,136)
INTERGOVERNMENTAL REVENUES	\$74,473	\$74,473	\$295,033	396.16%	\$220,560
CHARGES FOR SERVICE	\$13,236	\$13,236	\$14,629	110.52%	\$1,393
FINES & FORFEITURES	\$412,000	\$412,000	\$271,717	65.95%	(\$140,283)
INVESTMENT INCOME	\$60,000	\$60,000	\$10,265	17.11%	(\$49,736)
CONTRIBUTIONS	\$0	\$0	\$0	0%	\$0
MISCELLANEOUS REVENUE	\$40,685	\$40,685	(\$19,316)	-47.48%	(\$60,001)
OTHER FINANCING SOURCES	\$3,605	\$3,605	\$0	0.00%	(\$3,605)
TOTAL REVENUES	\$5,986,281	\$5,986,280	\$1,497,131	25.01%	(\$4,489,150)

% of Budget Year Completed: 66.67%

% of Budget Year Completed: 66.67%

GENERAL FUND – 01

EXPENDITURES – FY 2025 YTD

(Period: 9/2025)

01 - GENERAL FUND

	ORIGINAL BUDGET	AMENDED BUDGET	YTD REALIZED SPENT/ENC.	% OF BUDGET	BUDGET BALANCE
EXPENDITURE SUMMARY					
FREEMAN	\$19,848	\$19,848	\$11,150	56.18%	\$8,698
CROWE	\$19,848	\$19,848	\$6,459	32.54%	\$13,389
JONES	\$37,966	\$37,966	\$22,541	59.37%	\$15,425
SMITH	\$19,848	\$19,848	\$9,950	50.13%	\$9,898
BRYANT	\$19,848	\$19,848	\$11,999	60.45%	\$7,849
BASS	\$19,848	\$19,848	\$10,218	51.48%	\$9,630
MARIANOS	\$19,848	\$19,848	\$7,213	36.34%	\$12,635
Administration	\$1,421,601	\$1,421,601	\$746,359	52.24%	\$679,012
Buildings	\$127,950	\$127,950	\$96,852	75.37%	\$31,514
General Government	\$860,261	\$860,261	\$448,880	52.12%	\$411,876
Court	\$354,430	\$354,430	\$202,842	57.23%	\$151,588
Public Safety	\$1,972,708	\$1,972,708	\$1,268,194	64.29%	\$704,514
Public Works	\$867,091	\$867,091	\$495,126	57.10%	\$371,965
Parks	\$24,200	\$24,200	\$11,465	47.37%	\$12,735
Debt Service	\$200,986	\$200,986	\$123,297	61.35%	\$77,689
TOTAL EXPENDITURES	\$5,986,281	\$5,986,281	\$3,472,546	57.93%	\$2,518,417

General Fund

- 66.67% of the Budget Year has been completed.
- Expenditures exceed revenues during this time until major revenue is realized for Property Taxes at 4.4M
- Currently, intergovernmental revenues increase of 296.1%

FUND 2 – VISITORS CENTER

Fund 02- Visitors Center

	ORIGINAL	AMENDED	YTD REALIZED	YEAR TO DATE	% OF	BUDGET
	BUDGET	BUDGET	SPENT/ENC.	ENCUMBERED	BUDGET	BALANCE
REVENUES						
TAXES	\$27,500	\$27,500	\$21,903	\$0	79.6%	\$ 5,597.00
LICENSES & Permits	\$15,000	\$15,000	\$47,750	\$0	318.3%	\$ (32,750.00)
INTERGOVERNMENTAL	\$0	\$0	\$0	\$0	0.0%	\$ -
CONTRIBUTIONS-PRIV	\$0	\$0	\$0	\$0	0.0%	\$ -
MISCELLANEOUS	\$1,000	\$1,000	\$1,071	\$0	107.1%	\$ (71.00)
OTHER FINANCING SOURCES	\$127,575	\$127,575	\$0	\$0	0.0%	\$ 127,575.00
TOTAL REVENUES	\$171,075	\$171,075	\$70,724	\$0	41.3%	\$ 100,351.00
TOTAL EXPENDITURES	\$171,075	\$171,075	\$91,746	\$3,208	53.6%	\$ 76,121.00

OTHER FUNDS

	ORIGINAL	AMENDED	YTD REALIZED	YEAR TO DATE	% OF	BUDGET
REVENUES	BUDGET	BUDGET	SPENT/ENC.	ENCUMBERED	BUDGET	BALANCE
FUND 14 - SPLOST II						
REVENUES	\$ 1,151,594.00	\$ 1,151,594.00	\$ 2,702,336.43	\$ -	234.7%	\$ (1,550,742.43)
EXPENDITURES	\$ 1,151,594.00	\$ 1,151,594.00	\$ 253,007.81	\$ 5,666.14	22.0%	\$ 898,586.19
FUND 20 - DOWNTOWN DEV AUTH						
REVENUES	\$ 175,750.00	\$ 175,750.00	\$ 209,767.46	\$ -	119.4%	\$ (34,017.46)
EXPENDITURES	\$ 175,750.00	\$ 175,750.00	\$ 36,785.30	\$ -	20.9%	\$ 138,964.70
FUND 12 -ARPA						
REVENUES	\$ -	\$ -	\$ -	\$ -		
EXPENDITURES	\$ -	\$ -	\$ 98,772.01	\$ 262,543.77		\$ 361,316

Other Funds

- SPLOST II FUNDS

- Increased 234.7%
- Expenditures for the year at 22%
- Projected balance - healthy

- DOWNTOWN DEV AUTH

- Increase of 19.4 % in collected revenues
- Expenditures for the year at 22%
- Projected balance - healthy

- ARPA

- Total ARPA Funds for Stone Mountain = \$2,345,554
- Total expended ARPA Funds for Stone Mountain =\$2,262,045
- Remaining Balance Estimate = \$83,509

Thank you
Questions/Comments?



Operations Report

**Presented by: Interim City
Manager, Maggie Dimov**

**Time Period:
September 1st - 16th, 2025**

The City Manager's Operations Report offers a comprehensive overview of key activities, upcoming projects, and community events that are helping to shape the future of Stone Mountain. The report highlights interdepartmental collaboration, ongoing infrastructure improvements, and strategic initiatives designed to enhance connectivity and strengthen community engagement. The information below reflects current operations and project updates across the City of Stone Mountain.

City Personnel

Nomination for Employee of the Month - Trina Thrower

The City of Stone Mountain proudly recognizes Trina Thrower for her exceptional dedication and service. During August, Trina successfully managed a 100-case load, a record never before achieved in the city, while still in her training period. She completed every task with accuracy and professionalism, showing remarkable ease under pressure. In addition to her workload, Trina demonstrated a strong commitment to her growth by attending training sessions independently. She often arrived early and volunteered for extra shifts, ensuring that the department continued to run smoothly without interruptions.

Code Enforcement

Department Head: T.D. Johnson, Code Enforcement Officer

- **Code Issues addressed:** 9 (Grass and weeds; junk vehicles; prohibited signage; building permit matters; prohibited tree removal and others).
- **W/N Issued:** 5 / Compliance Met: 3 (Grass and weeds; junk vehicles, open storage/debris; miscellaneous).
- **Court Date:** Sept 25, 2025: New Court Cases Scheduled: 9 / Cases continued from previous calendar: 18

Public Works

Department Head: Johnathen Egglestone

- **Daily Duties:** The Public Works Department continued with daily duties, including trash collection, citywide cleanup, and bathroom maintenance.
- **Park Projects:** Plumbing repairs were completed at Medlock Park, while bathroom updates at McCurdy Park remain pending until the stormwater project is finished. Routine mower maintenance was performed, and mowing operations continue on schedule.
- **HVAC Project:** At City Hall, HVAC replacement quotes have been submitted, with preventive maintenance proposals forthcoming.
- **Kaboom Project:** Additional projects included repairing the Medlock wall in preparation for the upcoming mural project, and site leveling done with Kissberg Construction.

Economic Development

Department Head: Maggie Dimov, Economic Development Director

- **Final Concept Design for Lawn on Main Project:**

The Lawn on Main project has reached an important milestone in its development. With a strong emphasis on community engagement and inclusive planning, the City, working in collaboration with POND, has completed the final concept design that captures the vision and aspirations of our residents.

POND previously introduced two preliminary design concepts for community consideration. To promote transparent dialogue and meaningful participation, the City hosted three “Table Talks” public forums and distributed a city-wide survey. These outreach efforts gathered valuable input regarding preferred layout options and desired amenities.

Guided by the community feedback received, POND has refined and finalized the concept design for Lawn on Main. This updated plan reflects the community’s collective voice and long-term vision for a vibrant and welcoming public space.

Next Steps:

City Council is being asked to review and approve the final concept design during tonight’s meeting. If approved, POND will move forward with securing a detailed, third-party cost estimate. This estimate will be a key component in determining the financial feasibility and strategic planning of future phases of the project.

Capital Projects:

- **Grant Award:** The City of Stone Mountain has been awarded a \$75,000 grant through the Energy Efficiency and Conservation Block Grant (EECBG) program. The funding will be used to support the replacement of the HVAC system at City Hall, an initiative that aligns with the grant's focus on energy efficiency improvements.
 - To meet the grant deadline of December 31, 2025, the City plans to proceed with the HVAC replacement project, which was included in the original grant application. In accordance with grant guidelines, the project will follow all required procurement procedures and will focus on equipment that demonstrates measurable energy and cost savings.
 - Quotes are currently being gathered, and the City is working closely with GEFA to ensure compliance with all contract and reporting requirements. All work and invoicing under this grant must be completed before the end-of-year deadline.
- **City Hall New Parking Lot:** City staff and representatives from R&B Developer held a pre-construction meeting to review project details, schedules, and responsibilities. During the discussion, it was confirmed that the project start date, originally planned for August 2025, will be rescheduled to September 2025. The revised timeline allows for final coordination and preparation prior to construction activities beginning.
- **SPLOST Street Paving Project:** The street paving project is actively progressing. The City continues to monitor the project closely to ensure timely and high-quality completion of all scheduled improvements.
- **VFW:** Council approved the proposed agreement with DeKalb County. The Stone Mountain VFW Park improvement project will consist of the renovation of the facility as well as the installation of a pavilion with lawn, new parking, and drainage improvements.

Storm Water

Item # 1.

Department Head: Mike Vasquez, Stormwater Administrator

- **Medlock Park:** Lichty Construction had a plumber come out to look at all bathroom fixtures. They unclogged the backed-up plumbing and gave a clean report on all fixtures they installed.
- **4th Street Pond Repairs (9/5):** The trees/vegetation growing around the OCS have been removed, vegetation on pond banks cut down, old retrofit removed, and significant progress has been made towards wrapping this project up. The last step is removing the rest of the excavated sediment out of the pond and placing our riprap at the OCS.
- **Right of Way Vegetation Maintenance:** Cut back and removed overgrown vegetation at Countryside Manor that had overgrown utilities.
- **Oakridge Stormwater Pond Maintenance and Inspection:** Vegetation within the Oakridge Stormwater Pond was cut back to allow for proper access and visibility. A scope of work document with materials and costs was prepared, and quotes were requested from vendors.

Special Events

Item # 1.

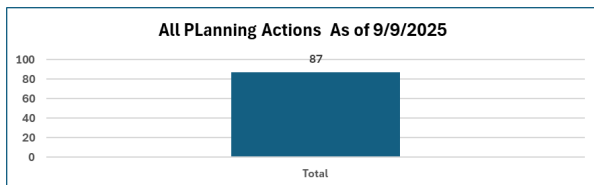
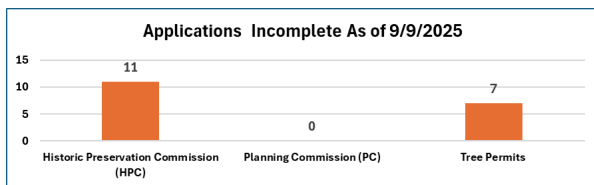
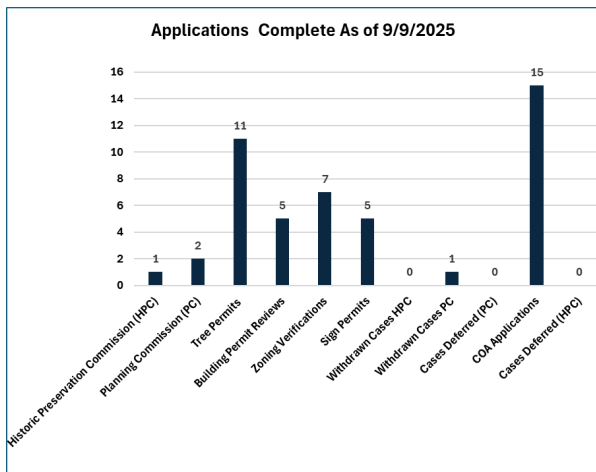
- **Event Planning Updates:** Caribbean Festival (09/20/2025): The Caribbean Festival has been canceled this year due to limited time available for proper planning and a lack of staff resources to support the event. While the festival will not move forward as scheduled, City staff will explore opportunities to revisit the event in the future when adequate planning time and staffing are available.
- **National Faith & Blue Weekend:** The City is planning to participate in National Faith & Blue Weekend on Saturday, October 11, 2025. This annual event is designed to strengthen relationships between law enforcement and the community through faith-based partnerships and community engagement activities. Additional event details will be shared as planning progresses.
- **Halloween Event (10/31/2025):** Initial planning has begun, with early coordination efforts underway.

Planning Manager

Item # 1.

Department Head: Tamaya Huff, Planning Manager

- Planning and Development completed cases: 87





ADMINISTRATIVE TASKS

Item # 1.

Business License



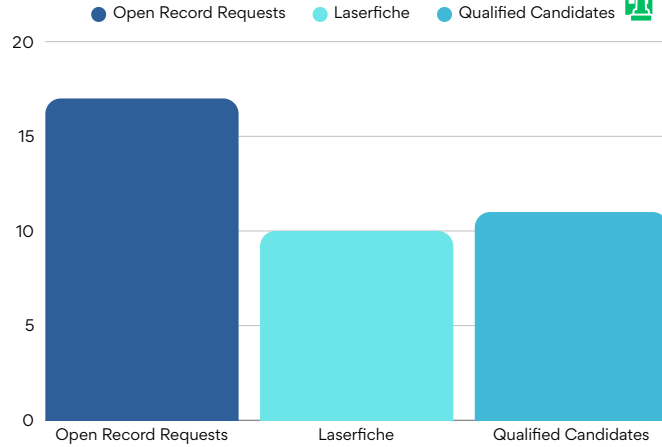
16

16 Renewed, 0 New

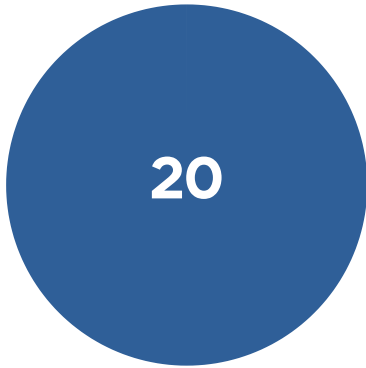
2

Alcohol Licenses

City Clerk



Permits



20 Total for the Month

Police Records



Open Record Requests

42

Law Enforcement/Military/Security
Clearance Pre-Employment
Records Checks

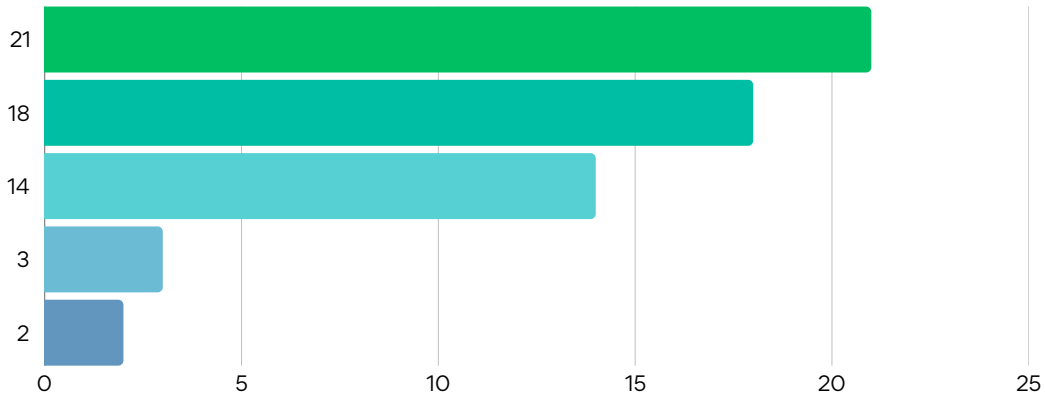
21

Records and Media provided to
prosecutors for criminal court
cases

19

Code Compliance

● Issues Addressed ● Warnings Issued ● Compliance Met
● Court Summons Issued ● Court Cases Reset



August 1 -31, 2025



Agenda Item

Meeting Date: September 16, 2025

SUBJECT: Enterprise Fleet Management Authority

Item: Action Item

Department: Police

Presented By: Chief Westerfield, Police Chief

Summary:

Currently the former City Manager is listed as the signer for Enterprise Fleet Management. This will need to be updated urgently as we focus on conducting business with Enterprise in the immediate future.

Attachments/Exhibits: Resolution to authorize change.

Requested Action: Staff recommendation to Council to approve the ICM as the administrator for Enterprise Fleet Management.



Statement of Policy and Procedures

Enterprise Fleet Management will use the information provided in this document for the sole purpose of fleet related services and programs.

Corporate Resolution for Motor Vehicle Lease(s)

RESOLVED, that **City of Stone Mountain, GA** leases motor vehicles from Enterprise Fleet Management upon such terms and conditions as provided in each Lease Quote. The **City of Stone Mountain, GA** Principal:

Name: _____ Title: _____

Authorizes and empowers:

Name: _____ Title: _____

On behalf of **City of Stone Mountain, GA** to execute Motor Vehicle Leases and other necessary documents related to the Motor Vehicle Leases with Enterprise Fleet Management.

RESOLVED FURTHER, that Enterprise Fleet Management is authorized to act upon this resolution until written notice of its revocation is received.

I further certify that said resolution has not been amended or revoked and is still in full force and effect.

Name: _____

Signature: _____

Title: _____

Date: _____



Agenda Item

Meeting Date: September 02, 2025

SUBJECT: Lawn on Main / Concept Design

Item: Discussion /Action Item

Department: Economic Development

Presented By: Maggie Dimov, Interim City Manager

Summary:

POND previously developed two initial concept designs for Lawn on Main. To ensure meaningful community involvement, the City hosted three “Table Talks” public discussions and conducted a community-wide survey to gather resident input on layout preferences and desired amenities.

Based on the insights gathered, POND has now developed a final concept design that reflects the community's priorities and vision for the space.

Tonight, Council is asked to review and approve the final concept design. Upon approval, POND will proceed with developing a detailed cost estimate through a third-party analysis. This cost estimate will be essential for planning the next phases of the project in a fiscally responsible manner.

This has been a community-driven process from the start, and we remain committed to ensuring that Lawn on Main reflects the spirit and values of Stone Mountain.

Attachments/Exhibits: POND concept design.

Requested Action: Staff recommendation to Council is to review/approve the final concept design.



CITY OF
**STONE
MOUNTAIN, GA**



THE LAWN ON MAIN

A place to meet, make memories,
and build community together

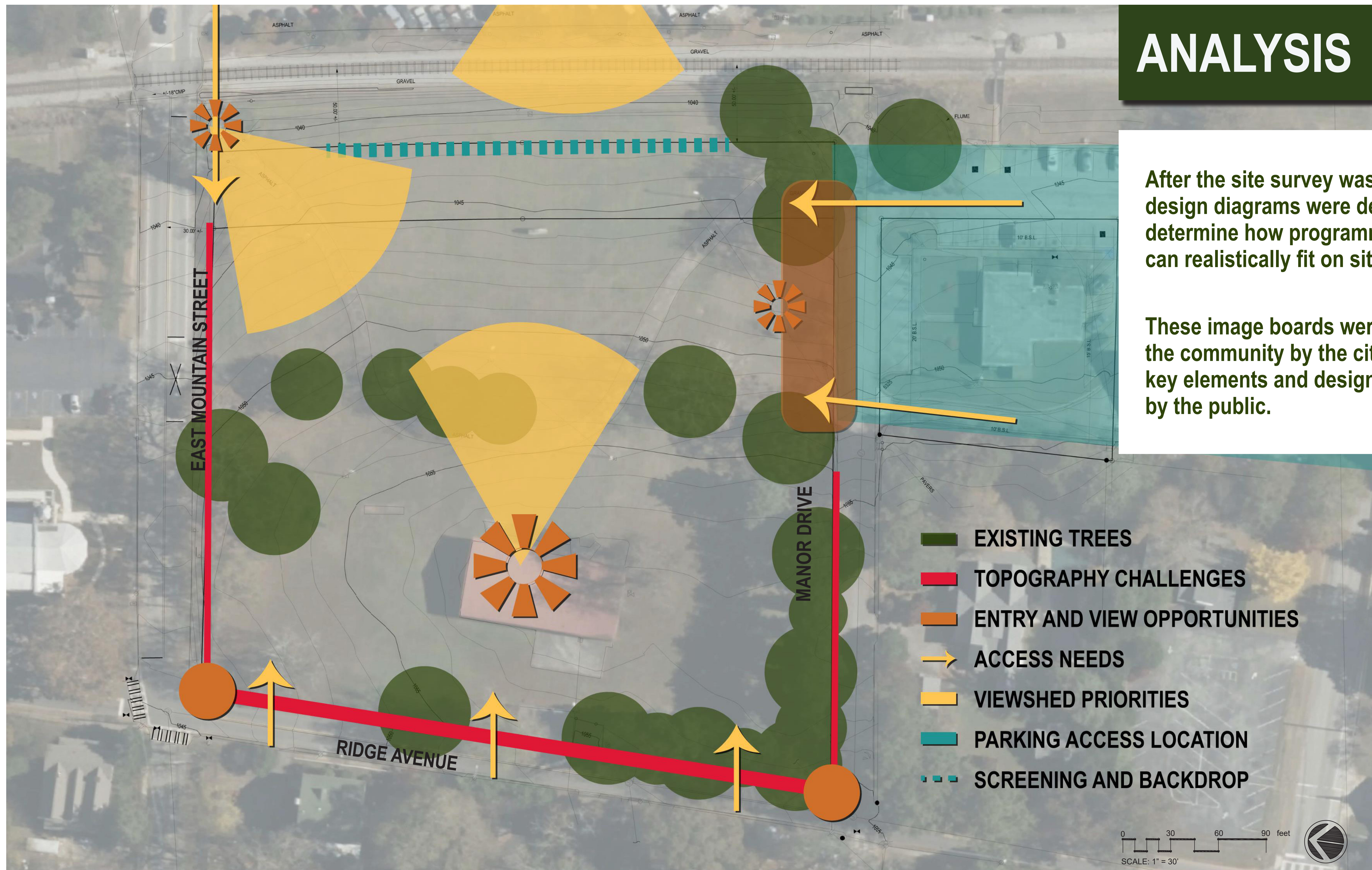
CONCEPT DESIGN ALTERNATIVES

City Council Update

ANALYSIS

After the site survey was completed, design diagrams were developed to determine how programming elements can realistically fit on site.

These image boards were presented to the community by the city to identify key elements and design ideas desired by the public.



THE LAWN ON MAIN

AUGUST 2025

POND



DESIGN B | CENTRAL CORE



- 1 Entry Plaza
- 2 Park Edge and Entry
- 3 Amenity Buildings
- 4 Seating Plaza
- 5 Splash Pad
- 6 Amphitheater
- 7 Gateway / Screen Wall
- 8 Stormwater Management Area

The Central Core Concept brings all key uses together at the heart of the site, using a more formal layout and clear design structure. This concept focuses on creating an active central gathering space with strong visual and physical connections across the site. Key features include:

- A large amenity building fronting Ridge Avenue
- A central amphitheater with built-in seating, flexible lawn, and event space
- A splash pad located near the center for families and kids
- A spacious seating plaza for informal gathering and outdoor dining
- Multiple terraced entry plazas along Ridge Avenue and East Mountain Street

COMMUNITY FEEDBACK:

- Loved mixed use building
- Liked small seating and entry plazas
- Wanted more open lawn
- Concerned about Ridge St. parking

0 30 60 90 feet
SCALE: 1" = 30'



THE LAWN ON MAIN

AUGUST 2025

POND



DESIGN A | ORGANIC LAWN



- 1 Entry Plaza
- 2 Park Edge and Entry
- 3 Amenity Buildings
- 4 Seating Plaza
- 5 Splash Pad
- 6 Amphitheater
- 7 Gateway / Screen Wall
- 8 Stormwater Management Area

The Organic Lawn concept activates all corners of the site with inviting amenities and weaves park uses together through a flowing, informal layout. This approach emphasizes flexibility, natural character, and layered experiences throughout the space. Key features include:

- Amenity buildings at the corner of Manor Drive
- Entry plaza and seating node along East Mountain Street
- Informal amphitheater with two terraced lawns
- Splash pad near the parking area with views to the lawn
- Outdoor seating areas for dining, gathering, and events
- Stormwater meadow with natural landscaping along the railroad edge

COMMUNITY FEEDBACK:

- Most voted on option (60%)
- Liked more natural feeling but wanted more open lawn
- Wanted food truck zone
- Liked natural Bio-swale

0 30 60 90 feet
SCALE: 1" = 30'



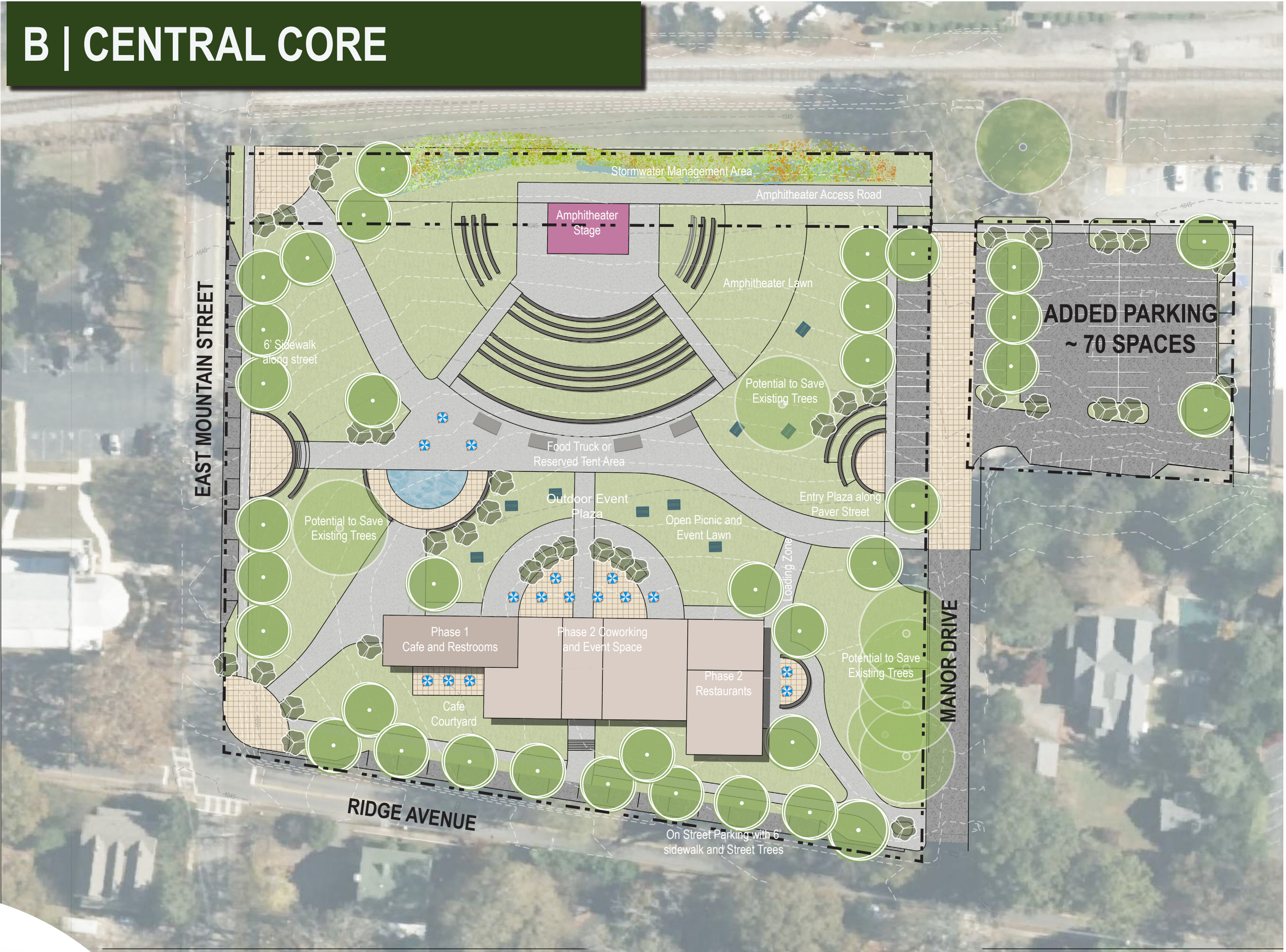
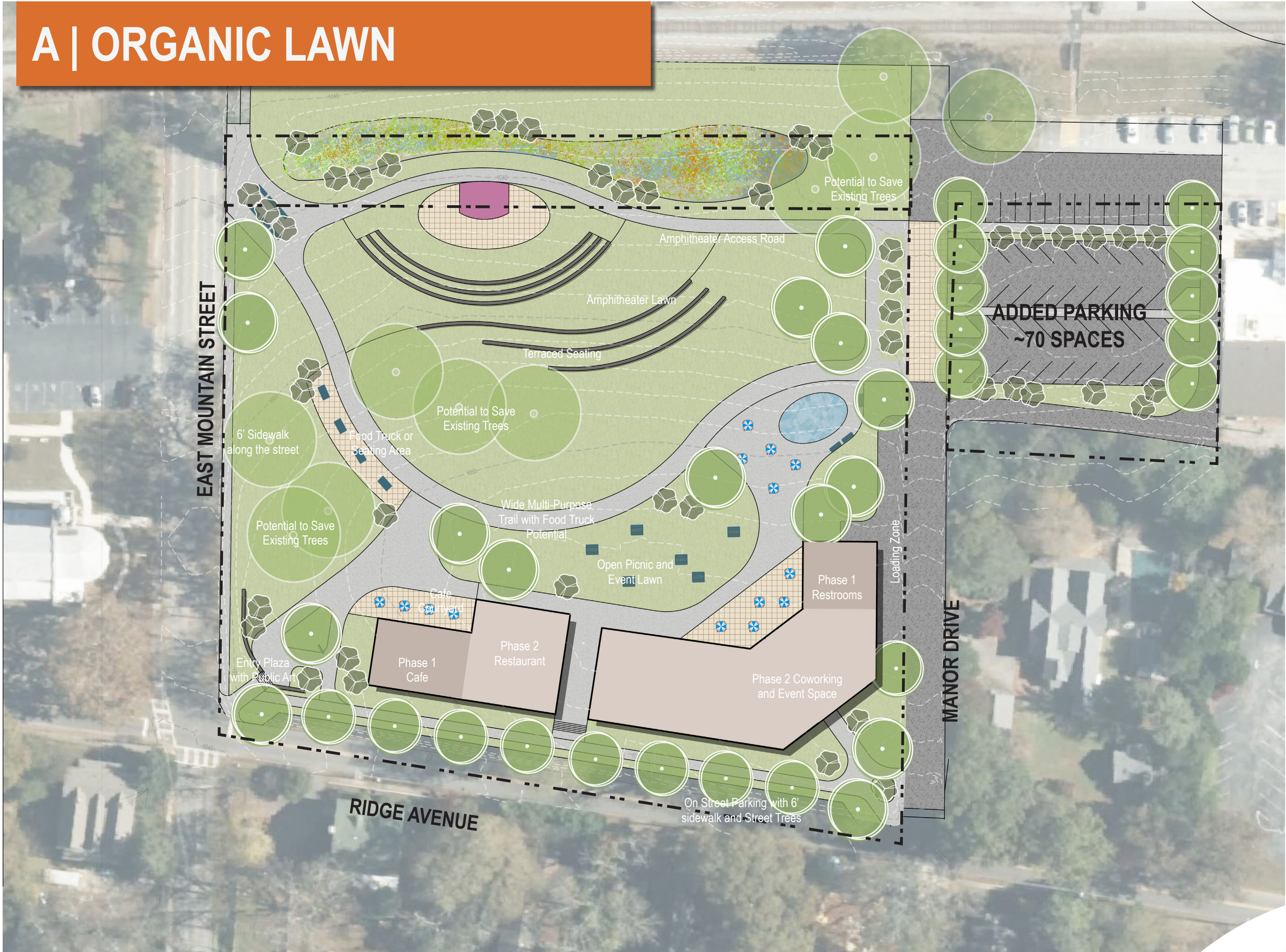
THE LAWN ON MAIN

AUGUST 2025

POND

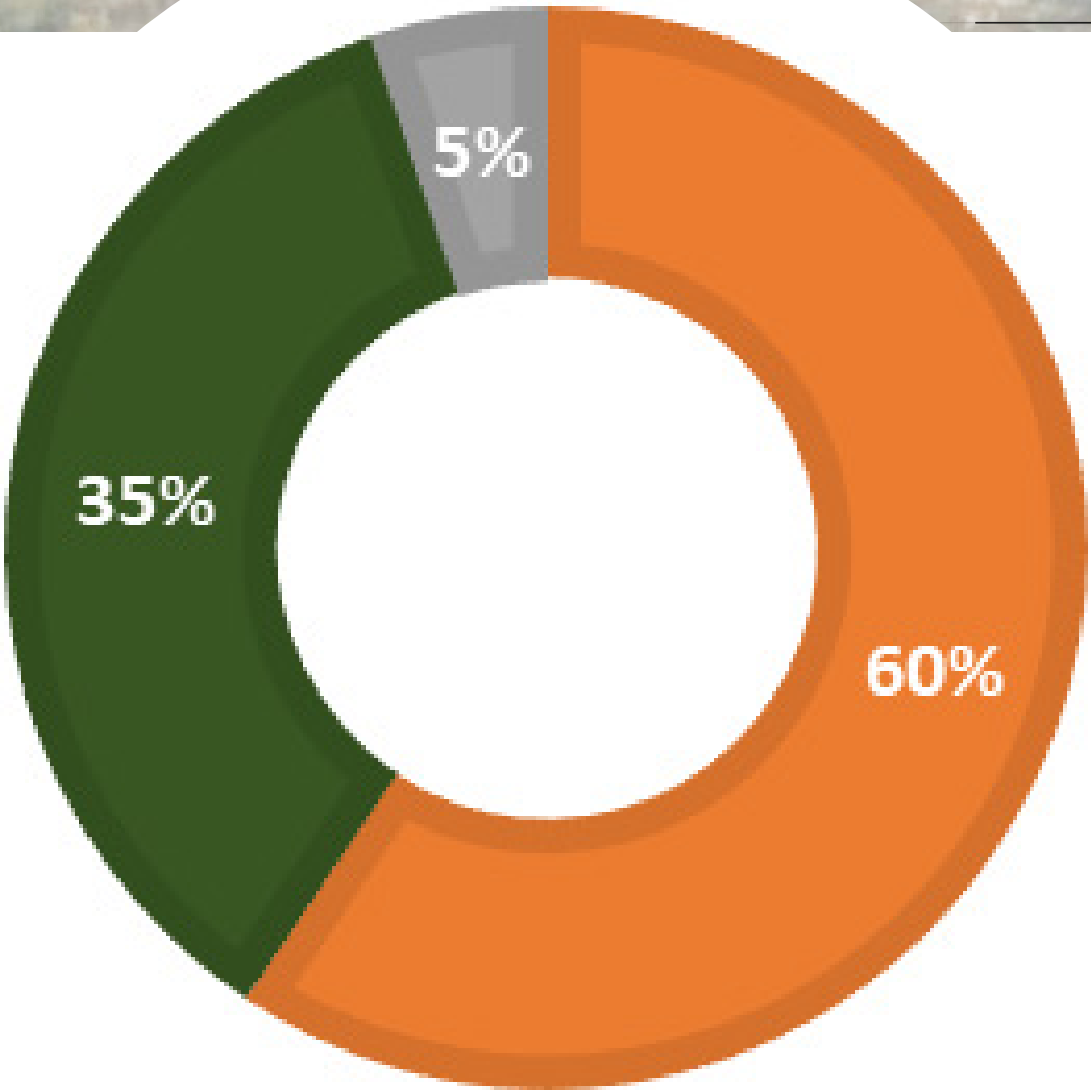


COMMUNITY FEEDBACK



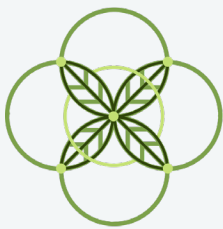
LAWN SUMMARY

- Most voted on option (60%)
- Liked more natural feeling but wanted more open lawn
- Wanted food truck zone
- Liked natural Bio-swale



CORE SUMMARY

- Loved mixed use building
- Liked small seating and entry plazas
- Wanted more open lawn
- Concerned about Ridge St. parking



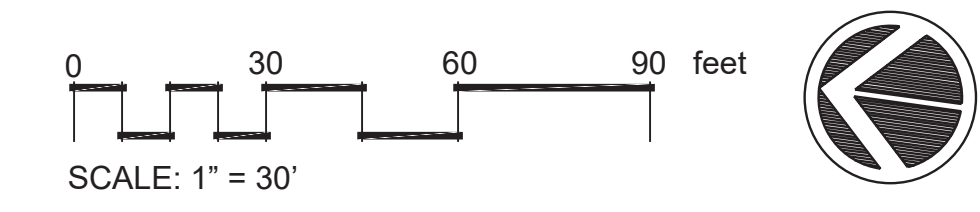
PREFERRED CONCEPT



- 1 Gateway / Screen Wall Along Park Edge to Reduce Noise and Provide Visual Buffering
- 2 Entry Plaza
- 3 Park Entry
- 4 Mixed-use Amenity Buildings
- 5 Seating Plaza for Dining, Gathering, and Events.
- 6 Splash Pad with Views to the Lawn
- 7 Stage Structure
- 8 Terraced Seating
- 9 Stormwater Management Area with Natural Landscaping
- 10 Potential to Save Existing Trees
- 11 Open Picnic and Event Lawn
- 12 Amphitheater Lawn Seating
- 13 Amphitheater Access Road
- 14 Breezeway
- 15 ADA On Street Parking with 6' Sidewalk and Street Trees
- 16 Stamped Concrete or Pavers Added to Existing Roadway for Defined Entry
- 17 Loading Zone
- 18 Removable Bollards
- 19 Shared Street with Food Truck Parking

COMMUNITY FEEDBACK UPDATE:

- Updated natural design concept
- Kept more open lawn
- Added designated food truck plaza
- Separated out buildings
- Added more seating nooks



1 ENTRY PLAZA



Small Entry Plaza With Seating And Sculpture



Small Entry Plaza With Seating

**Also desired to see landscaping and flowers

2 STREETSCAPE



Artful Intersection for Traffic Calming and Identity



Flexible Street Plaza with Integrated Parking



Street Plaza With Planting Cutouts. Lawn Close to Road.

3 AMENITY BUILDINGS



Granite Pavilion with Natural Integration



Two Floor Mixed Use Event Facility

4 SEATING PLAZA



Compact Seating Niche with Integrated Planters



Food Truck Zone for Social Activation



Flexible Seating Lawn



Civic Plaza Seating with Movable Chairs

5 SPLAH PAD



Nature-Inspired Splash Pad with Shade and Boulders

6 AMPHITHEATER



Terraced Lawn Amphitheater with Canopy Structure

**Want to also see lawn

7 GATEWAY / SCREEN



Vibrant Mural Screen Wall



Sculptural Gateway Arch

8 STORMWATER



Bioswale Garden with Artful Plant Screening



Stormwater Meadow with Planting

**want to ensure views to downtown are preserved



Rendering of Mountain Street Intersection with Gateway and Art Integration along Railroad



THE LAWN ON MAIN

COMMUNITY FEEDBACK
AUGUST 2025

POND





Agenda Item

Meeting Date: September 16, 2025

SUBJECT: CHANGE ORDER – ALSCAN/VERKADA PARK CAMERA INSTALLATION

Item: ACTION ITEM

Department: POLICE

Presented By: James R. Westerfield Jr., Chief of Police

Summary:

This request is for approval of a change order for the Alscan/Verkada camera agreement that was approved by council and executed on 01/28/2025. The total of this request is \$5,666.14.

This is a change order for the addition of a solar array to power the Verkada camera for the playground area at McCurdy Park. In the original proposal, it was believed that power could be used from an existing light pole, but we've found that is not feasible.

Resource Impact:

This change order is to be funded from SPLOST II.

Attachments/Exhibits: Change Order #1 dated 04/18/2025 from Alscan

Requested Action: Approve change order to complete the McCurdy Park cameras.



CHANGE ORDER

Number: 1
 Modified: April 18, 2025

Alscan, Inc.
 237 Oxmoor Circle
 Suite 101
 Birmingham, AL 35209 U.S.A
 205-945-0003
<http://www.alscaninc.com/>

Salesperson	Blake Johnson
Email	770-879-4980

Cell	
------	--

For **City of Stone Mountain Police Department**
 875 Main St
 Stone Mountain, GA 30083-3620 US
 770-879-4980

Contact	Lt. Bob Hillis
Email	bhillis@stonemountaincity.org

Cell	4702753030
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Unassigned

Quantity	Manufacturer	Item #	Description	Total
2	Alscan Inc.	Field device installation	Field device installation	
1	KBC Networks	KBC-AL2-100W	Lithium-Compatible Remote Power Kit	
1	KBC Networks	PWB-S2-G1	2 IEEE802.3af/at PoE/PoE+ devices plus 1 non-PoE port	
				\$5,666.14
Unassigned Labor				\$310.00
Unassigned Total				\$5,666.14

Notes / Scope

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted.
 Signature authorizes Alscan, Inc., to do the work specified. Payment will be made as outlined above.

Quotation prepared by: Blake Johnson Printed Name: Blake Johnson Date: April 18, 2025

Signature Denotes Acceptance: _____ Printed Name: City of Stone Mountain Police Department Date: _____

ELECTRONIC SIGNATURE AND DELIVERY CONSENT

By signing this document electronically, you (hereinafter referred to as "Signer") consent to conduct transactions electronically with Georgia Environmental Finance Authority (hereinafter referred to as "GEFA"). This consent applies to all documents, records, disclosures, contracts, and agreements (hereinafter referred to as "Documents") that Signer may be asked to sign or acknowledge in connection with services provided by GEFA.

Scope of Consent:

1. **Electronic Signatures:** Signer acknowledges that his or her electronic signature, as provided during the online sign-up process or any other electronic means, shall have the same legal effect as a handwritten signature.
2. **Electronic Delivery:** Signer agrees to receive documents electronically. These documents may be provided via email, through GEFA's website, or other electronic means.
3. **Withdrawal of Consent:** Signer may withdraw his or her consent to conduct transactions electronically at any time by providing written notice to GEFA.
4. **System Requirements:** To access and retain electronic documents, Signer must have the following hardware and software:
 - A computer or mobile device with internet access
 - A current web browser that includes 128-bit encryption
 - Software capable of viewing and printing PDF files
 - A valid email address

Request for Paper Copies: Signer may request a paper copy of any electronically signed document at no charge by contacting your GEFA contact or Project Manager.

Legal Effect: Signer acknowledges and agrees that his or her electronic signature on any document is legally binding and has the same effect as if signed in ink on paper.

Consent Acknowledgment: By electronically signing below, Signer acknowledges that he or she has read and understood this Electronic Signature and Delivery Consent language and agree to conduct transactions electronically with GEFA. Signer also acknowledges that he or she has the necessary hardware and software to access and retain electronic documents.

Electronic Signature:

- Signer's Full Legal Name:

- Electronic Signature:
- Date:

Contact Information: If you have any questions or concerns regarding electronic signature and consent, please contact your Project Manager.

STATE OF GEORGIA
GEORGIA ENVIRONMENTAL FINANCE AUTHORITY CONTRACT FORM

This Contract is entered into between the Georgia Environmental Finance Authority (hereinafter "GEFA"), an instrumentality of the state of Georgia (hereinafter "State") and the Local Government named below:

Local Government Name: City of Stone Mountain (herein after the Local Government)	Local Government Address: 875 Main Street, Stone Mountain, GA 30083
Local Government FEI #:	Local Government Entity Type: City

GEFA Administrative Information

GEFA Contract #: SEP_StoneMountain	Subrecipient Yes
E-verify:	ALN: 81.041
Division: Energy Resources	UEI Number: GG3QDXJ9LM25
<input checked="" type="radio"/> Initial Contract <input type="radio"/> Amendment	Source: SEP 2024-2025
Federal Award Identification Number: DE-EE0009477	Federal Award Date:
Summary of Contracted Services: The City of Stone Mountain will utilize State Energy Program funds to pursue energy audits and building upgrades.	

Budget: **\$75,000.00**

Commencement Date: As written

Expiration Date: **December 31, 2025**

Total Federal Award:

The parties agree to comply with the terms and conditions of the Contract including the following Exhibits which are part of the Contract by reference:

Exhibit A: Scope of Work	Exhibit B: U.S. DOE Special Terms and Conditions
Exhibit C: Reporting Requirements	Exhibit D: Contractor Affidavit
Exhibit E: Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	

**INTERGOVERNMENTAL AGREEMENT BY
AND BETWEEN
THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY AND
City of Stone Mountain
FOR
State Energy Program Grant**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement"), is made this day of , 20 , by and between the Georgia Environmental Finance Authority (hereinafter "GEFA" or "Recipient") an instrumentality of the state of Georgia whose address is 47 Trinity Ave SW, Fifth Floor, Atlanta, GA 30334 and **City of Stone Mountain** (hereinafter "Local Government" or "Subrecipient"), whose address is **875 Main Street , Stone Mountain, GA 30083** (GEFA and Local Government collectively referred to as the "Parties"). WHEREAS, the U.S. Department of Energy's (hereinafter "DOE"), **State Energy Program, provides grants to states and local governments to develop and implement projects to enhance energy security, advance energy initiatives, and promote energy efficiency and renewable energy activities within their communities; and**

WHEREAS, pursuant to O.C.G.A. § 50-23-32, the Division of Energy Resources of GEFA is authorized to, among other things, administer federal programs, accept, and disburse federal, state and private grant funds for energy related matters, and enter into contracts for such purposes; and

WHEREAS, GEFA administers **State Energy Program funds to promote energy efficiency and conservation projects (hereinafter "Projects") in the State of Georgia (hereinafter "Projects")** in the State of Georgia; and

WHEREAS, the Local Government **has the personnel, equipment, facilities, and technical expertise to carry out the Projects ; and**

WHEREAS, GEFA requires the services of the Local Government to implement **eligible activities under the State Energy Program; and**

WHEREAS, pursuant to 1983 GA. CONST., ART. 9, SEC. 3, PARA. 1, the parties hereto may contract for any period not exceeding fifty (50) years with each other for the provision of services, or for the joint or separate use of facilities or equipment.

NOW, THEREFORE, in consideration of the mutual benefits and promises flowing each to the other, GEFA and the Local Government each agree as follows:

ARTICLE 1

Services and Standards

1.1 Scope of Work. The Local Government shall provide the services (hereinafter "Services") as set forth in Exhibit "A," Scope of Work, attached hereto and incorporated herein by reference.

1.2 Confidentiality. "Confidential Information" shall mean any materials, written information, and data marked "confidential" by GEFA or non-written information and data disclosed by GEFA that is identified at the time of disclosure to the Local Government as confidential and is reduced to writing and transmitted to the Local Government within 30 days of such non-written disclosure. The Local Government agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, to maintain the confidential information in strict confidence for a period of three years from the date of termination of this Agreement. The obligations of this paragraph do not apply to information in the public domain or information that is independently known, obtained, or discovered by the Local Government, or that is hereafter supplied to the Local Government by a third party without restriction.

ARTICLE 2

Term, Consideration, and Method of Payment

2.1 Term. The term of this Agreement shall commence on the date hereof and shall expire at 11:59 p.m., prevailing time in Atlanta, GA, on **December 31, 2025**, unless earlier terminated or extended as specified herein.

2.2 Consideration. In consideration of the Local Government performing the Services, GEFA shall pay the Local Government a fee of up to **\$75,000.00** (hereafter "Fee"), in accordance with the payment procedures set forth in Exhibit A, Scope of Work.

2.3 Method of Payment. Upon execution of this Agreement, Local Government shall submit detailed invoices, in the form or content acceptable to GEFA, in its sole discretion. This project is funded, in whole or in part, with funds appropriated for Georgia by the authority of the U.S. Department of Energy (DOE). The Local Government shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments. To facilitate the electronic payment of the Fee, the Local Government shall also provide GEFA with a completed Automated Clearing House (ACH) agreement. GEFA shall pay the Local Government for the invoiced amount within 30 days of GEFA's approval of the invoice.

2.4 Maximum Amount Payable for Fees. GEFA shall in no event be liable for payment to the Local Government in excess of the Fee, except as expressly stated upon modification of terms as identified in Exhibit A, Scope of Work, and pursuant to Section 4.1 herein.

2.5 Claw back/Reimbursement. All awarded funds granted under this Agreement shall be subject to claw back, recoupment or forfeiture in the event funds are erroneously dispersed, unutilized and/or fraudulently or impermissibly spent. In such circumstances, GEFA shall recoup said funds.

ARTICLE 3

Access to Records

3.1 Inspections and Monitoring. GEFA, DOE and its agents, shall have the right to inspect the physical location of any Project undertaken pursuant to this Agreement. Inspections will be conducted during regular business hours.

3.2 Access and Audit. The Local Government shall provide GEFA access to any books, documents, papers, and records of the Local Government to conduct program or financial audits. The Local Government shall keep records of expenses for Services in accordance with generally accepted accounting principles and make the records available to GEFA at mutually convenient times, but in no event more than seventy-two (72) hours after a written request from GEFA is received by the Local Government.

3.3 Georgia Open Records Act. All documents collected or produced by the Local Government for use by a private person, firm, or corporation pursuant to a contract or other agreement or understanding with any governmental entity are public records and are subject to disclosure by the Local Government under the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq (hereinafter "Act"). Non-compliance with the Act may constitute a criminal act. Local Government shall notify GEFA no later than 24 hours after receipt of a request under the Act. Failure to comply with the Act is a material breach of this Agreement that may result in termination for cause.

ARTICLE 4

Contract Adjustments and Termination

4.1 Changes. No changes in this Agreement shall be allowed without the execution of a supplemental agreement or written amendment between GEFA and the Local Government.

4.2 Termination for Convenience of the Government (Without Cause). GEFA may at any time, without any reason or cause, terminate this Agreement by giving the Local Government written notice specifying the termination date; provided that in the event of termination under this provision GEFA shall pay to the Local Government all payments properly due: (i) for services already performed prior to the effective date of the termination; and (ii) for all reimbursable expenses incurred by the effective date of the termination. In the event of such termination, the Local Government shall have no claim in excess of what is allowed in this section for any sum of money as a result of or relating to such termination.

4.3 Termination for Cause. In the event the Local Government through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on its part to be performed, or if it for any cause fails to make progress in the work hereunder in a reasonable manner or if the conduct of the Local Government impairs or prejudices the interests of GEFA or violates any of the terms, covenants, or provisions of this Agreement, GEFA shall have the right to terminate this Agreement by giving the Local Government notice in writing of the fact and date of such termination, and all work product and other documents relating to the Services shall be surrendered forthwith by the Local Government to GEFA. Termination of this Agreement shall be without prejudice to any other right or remedy of GEFA.

ARTICLE 5

Miscellaneous Provisions

5.1 Miscellaneous Provisions:

5.1.1 Department of Energy: The Local Government shall comply with the requirements for Department of Energy grants and cooperative agreements specified in Exhibit "B", attached hereto and incorporated herein by reference.

5.1.2 Minority Participation Policy: The state of Georgia encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the state encourages all companies to subcontract portions of any state contract to minority business enterprises. Local Governments who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. See O.C.G.A. Section 48-7-38.

5.1.3 Compliance with Executive Orders Concerning Ethics: The Local Government represents that it has complied in all respects with the governor's executive orders concerning ethics matters, including, but not limited to, executive order dated January 10, 2011, (establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and executive order dated October 1, 2003 (governing vendors to state agencies and disclosure and registration of lobbyists). In this regard, the Local Government certifies that any lobbyist employed or retained by the Local Government or his firm has both registered and made the required disclosures required by the executive orders, as amended.

5.1.4 Drug Free Workplace: The Local Government certifies that it has read, understands, and will comply in full with the provisions of O.C.G.A. Sections 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act."

5.1.5 Prohibition against Contingent Fees: As required pursuant to O.C.G.A. Section 50-22-6(d), the Local Government warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Agreement.

5.1.6 Conflicts of Interest: The Local Government certifies that the provisions of O.C.G.A. Section 45-10-1 et seq concerning conflicts of interest and prohibitions of certain state officials and employees dealing with state agencies have not been and will not be violated.

5.1.7 Compliance with Federal, State and Local Laws: Local Government shall comply with the requirements for DOE grants and cooperative agreements specified in Exhibit "B," and reporting requirements specified in Exhibit "C" attached hereto and incorporated herein by reference.

5.1.8 Compliance with the Georgia Security and Immigration Compliance Act: Local Government certifies that it will comply with O.C.G.A. Section 13-10-91 relating to the verification of the status of newly hired employees as specified in Exhibit B, attached hereto and incorporated herein by reference.

5.1.9 Applicable Law: The law of Georgia shall govern this Agreement. In case any dispute or controversy arises between the Local Government and GEFA, either party may exercise those legal remedies in the Superior Court of Fulton County, Georgia.

5.1.10 No Assignment: The Local Government may not delegate away its responsibility and obligations under the Agreement or assign any rights it may have under it without the expressed permission of GEFA.

5.1.11 Severability: If a part of this Agreement is invalid, the parties intend to preserve the remainder if the remaining terms provide each party the substantial benefit of its bargain.

5.1.12 Third Party Beneficiaries: Nothing in this Agreement, whether express or implied, is intended to confer upon any other party any right or interest whatsoever, except the parties hereto, their respective successors and assigns. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities, or limitations of liability whatsoever in this Agreement.

5.1.13 Debarment List: No contract shall be awarded to any contractor/bidder listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with executive orders 12549 and 12689, "Debarment and Suspension," 2 CFR 180 and 901 (the "Debarment list"). For contracts which in the aggregate exceed \$25,000, contractor/bidder specifically warrants and represents that it is not included on the debarment List. Contractor/bidder further agrees that should it be included on the debarment list at the time the contract/proposal is awarded, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between GEFA and the Local Government.

5.1.14 Multiple Copies: This Agreement may be executed in multiple original counterparts, each of which shall be enforceable against the person or entity signing it, and an original signature by facsimile, electronically shall have the same force and effect as delivery of an original.

5.1.15 Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and, except as otherwise stated, supersedes all prior understandings and writings. No provision of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of GEFA.

5.2 Matters of Interpretation:

5.2.1 No Estoppel: No course of action or failure to act by GEFA or any of its officers, members, employees, agents, or other representatives shall serve to modify this Agreement, waive rights under it or arising from its breach, or to estop GEFA from enforcing its terms.

5.2.2 Captions: The caption of each numbered provision hereof is for identification and convenience only and shall be completely disregarded in construing this Agreement.

5.2.3 Relationship of Parties: Neither this Agreement nor any actions of the parties or their officers or employees will create any agency relationship or joint venture between GEFA and the Local Government. GEFA is not an agent or representative of the Local Government, and the Local Government is not an agent or representative of GEFA.

5.2.4 Independent Local Government: The Local Government is solely responsible for maintenance and payment of any and all taxes, insurances, and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. The Local Government is not GEFA's agent or representative and has no authority to bind or commit GEFA to any agreements or other obligations.

5.2.5 Notices: Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by depositing the notice in United States certified mail, return receipt requested, postage prepaid, in an envelope addressed to the parties to be notified at such party's address as follows:

AS TO GEFA:

Leah Lord
Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334
Phone: (404) 584-1023
Email: llord@gefa.ga.gov

AS TO CONTRACTOR:

Miglena Dimov
City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083
Phone: (470) 925-3286
Email: mdimov@stonemountaincity.org

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have each caused these presents to be duly signed, sealed, and delivered by their duly authorized representatives on the day of , 20.

LOCAL GOVERNMENT:
City of Stone Mountain

By:

Name:

Title:

Attest:

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (GEFA):

By:

Name:

Title:

Attest:

EXHIBIT A
SCOPE OF WORK

LOCAL GOVERNMENT: City of Stone Mountain

CONTRACT #: SEP_StoneMountain

I. GENERAL PROVISIONS FOR FOLLOWING STATE ENERGY PROGRAM GRANT

The scope of work provided under this exhibit is based on application responses provided by the community.

Based upon the application submitted, the City of Stone Mountain is choosing to utilize the awarded State Energy Program (SEP) Grant funding to pursue energy efficient upgrades, such as energy audits, retrofits and upgrades for community buildings and facilities. This program focuses on enhancing energy efficiency through a systematic approach of energy audits and subsequent building upgrades. This funding seeks to identify potential energy savings opportunities, improve energy performance and decrease operational costs within selected buildings. Energy assessments and audits offer insight into potential energy-saving opportunities within buildings. These assessments provide decision-makers with crucial technical and financial data necessary for evaluating and approving retrofits aimed at energy efficiency, electrification, and grid interactivity. Retrofitting existing buildings also presents an opportunity to improve the energy performance and operational costs of building assets. Communities pursuing SEP Mini Grants will utilize funding to accomplish one or more activities listed as an eligible use of grant funding under SEP funding guidance. General activity descriptions are listed below.

Activities under this project include:

- Building Energy Assessments
- Energy Audits
- Building Upgrades, including
 - Energy Efficiency and Cost Saving Measures
 - Energy Management Systems, including grid interactive equipment
 - Building Electrification Measures

The City of Stone Mountain will be responsible for successfully meeting key objectives/outcomes outlined in their application, including but not limited to conducting energy audits and building upgrades to county owned facilities, such as the City Hall and Police Department building, resulting in reduction of operational expenses and enhancing energy efficiency. Specific information such as building address and age will need to be provided prior to audit and/or upgrades occurring. Retrofit activities must result in energy savings or improved energy efficiency. Utilizing funding for new construction or non-replacement equipment is not permissible.

Upon execution of this Agreement, the community shall submit a detailed monthly invoice in the form and content acceptable to GEFA, in its sole discretion. This project is funded, in whole or in part, with funds appropriated by the State Energy Program for Georgia by the authority of the U.S. Department of Energy (DOE). The Contractor shall comply with all applicable laws, ordinances, and codes of the

federal, state, and local governments. To facilitate the electronic payment of the Fee, Contractor shall also provide GEFA with a completed Automated Clearing House (ACH) agreement. GEFA shall pay the Contractor for the invoiced amount within 30 days of GEFA’s approval of the invoice.

II. METRICS

Based on the project outlined in the application, the City of Stone Mountain will be asked to maintain records of relevant metrics that result from the project. These records will be used to track project savings and achievements and disclosed in federal reporting required of GEFA. Metrics we are asking communities to track will be based on the proposed project scope and are listed below. The list below is not exhaustive and may not include all metrics due to the fact that project plans may change as the project progresses. As well, all metrics listed may not be applicable to your project.

Metrics to be tracked based on Energy Audits and Building Upgrades

Metrics if only audit-

Energy audits [by sector]	Number of investment audits grade (IGAs) performed
	Square footage of IGAs performed (ft²)
	Number of building energy audits performed
	Square footage of building energy audits performed (ft²)

Metrics if audit and retrofits-

Energy audits [by sector]	Number of investment audits grade (IGAs) performed
	Square footage of IGAs performed (ft²)
	Number of building energy audits performed
	Square footage of building energy audits performed (ft²)
Equipment Purchased- Units of equipment purchased [by type] [sector]	Number of energy efficient units: HVAC units, streetlights, water heating units, IT systems or software package, outdoor area lights purchased, building automation systems, heat pumps, window, venting, other ENERGY STAR, other

BUDGET

Description	Budget
Energy Efficient Building Audits, Upgrades and Retrofits	\$75,000.00
Totals	\$75,000.00

EXHIBIT B**DEPARTMENT OF ENERGY SPECIAL TERMS AND CONDITIONS**

Please click on the [provided document](#) to review the DOE-specific terms and conditions, then check this box to signify your acceptance of the terms and conditions. A PDF version of the DOE-specific terms and conditions can be obtained by clicking the download button within the document.

☐

EXHIBIT C

OTHER REQUIREMENTS

Department of Energy Office of Energy Efficiency and Renewable Energy NEPA Determination

RECIPIENT: State Energy Program - Office of State and Community Energy Programs -Recipients with a Historic Preservation Programmatic Agreement

STATE: GA

PROJECT TITLE: State Energy Program - Program Year 2023 - Formula Awards - Administrative and Legal Requirements Document (ALRD)

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Policy 451.1), I have made the following determination:

CX, EA, EIS APPENDIX AND NUMBER:

Description:

A9 Information gathering, analysis, and dissemination

Information gathering (including, but not limited to, literature surveys, inventories, site visits, and audits), data analysis (including, but not limited to, computer modeling), document preparation (including, but not limited to, conceptual design, feasibility studies, and analytical energy supply and demand studies), and information dissemination (including, but not limited to, document publication and distribution, and classroom training and informational programs), but not including site characterization or environmental monitoring. (See also B3.1 of appendix B to this subpart.)

A11 Technical advice and assistance to organizations

Technical advice and planning assistance to international, national, state, and local organizations.

B2.2 Building and equipment instrumentation

Installation of, or improvements to, building and equipment instrumentation (including, but not limited to, remote control panels, remote monitoring capability, alarm and surveillance systems, control systems to provide automatic shutdown, fire detection and protection systems, water consumption monitors and flow control systems, announcement and emergency warning systems, criticality and radiation monitors and alarms, and safeguards and security equipment).

B5.1 Actions to conserve energy or water

(a) Actions to conserve energy or water, demonstrate potential energy or water conservation, and promote energy efficiency that would not have the potential to cause significant changes in the indoor or outdoor concentrations of potentially harmful substances. These actions may involve financial and technical assistance to individuals (such as builders, owners, consultants, manufacturers, and designers), organizations (such as utilities), and governments (such as state, local, and tribal). Covered actions include, but are not limited to weatherization (such as insulation and replacing windows and doors); programmed lowering of thermostat settings; placement of timers on hot water heaters; installation or replacement of energy efficient lighting, low-flow plumbing fixtures (such as faucets, toilets, and showerheads), heating, ventilation, and air conditioning systems, and appliances; installation of drip-irrigation systems; improvements in generator efficiency and appliance efficiency ratings; efficiency improvements for vehicles and transportation (such as fleet changeout); power

storage (such as flywheels and batteries, generally less than 10 megawatt equivalent); transportation management systems (such as traffic signal control systems, car navigation, speed cameras, and automatic plate number recognition); development of energy-efficient manufacturing, industrial, or building practices; and small-scale energy efficiency and conservation research and development and small-scale pilot projects. Covered actions include building renovations or new structures, provided that they occur in a previously disturbed or developed area. Covered actions could involve commercial, residential, agricultural, academic, institutional, or industrial sectors. Covered actions do not include rulemakings, standard-settings, or proposed DOE legislation, except for those actions listed in B5.1(b) of this appendix. (b) Covered actions include rulemakings that establish energy conservation standards for consumer products and industrial equipment, provided that the actions would not: (1) have the potential to cause a significant change in manufacturing infrastructure (such as construction of new manufacturing plants with considerable associated ground disturbance); (2) involve significant unresolved conflicts concerning alternative uses of available resources (such as rare or limited raw materials); (3) have the potential to result in a significant increase in the disposal of materials posing significant risks to human health and the environment (such as RCRA hazardous wastes); or (4) have the potential to cause a significant increase in energy consumption in a state or region.

B5.14 Combined heat and power or cogeneration systems

Conversion to, replacement of, or modification of combined heat and power or cogeneration systems (thesequential or simultaneous production of multiple forms of energy, such as thermal and electrical energy, in a single integrated system) at existing facilities, provided that the conversion, replacement, or modification would not have the potential to cause a significant increase in the quantity or rate of air emissions and would not have the potential to cause significant impacts to water resources.

B5.16 Solar photovoltaic systems

The installation, modification, operation, and removal of commercially available solar photovoltaic systems located on a building or other structure (such as rooftop, parking lot or facility, and mounted to signage, lighting, gates, or fences), or if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

B5.17 Solar thermal systems

The installation, modification, operation, and removal of commercially available small scale solar thermal systems (including, but not limited to, solar hot water systems) located on or contiguous to a building, and if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

B5.18 Wind turbines

The installation, modification, operation, and removal of a small number (generally not more than 2) of commercially available wind turbines, with a total height generally less than 200 feet (measured from the ground to the maximum height of blade rotation) that (1) are located within a previously disturbed or developed area; (2) are located more than 10 nautical miles (about 11.5 miles) from an airport or aviation navigation aid; (3) are located more than 1.5 nautical miles (about 1.7 miles) from National Weather Service or Federal Aviation Administration Doppler weather radar; (4) would not have the potential to cause significant impacts on bird or bat populations; and (5) are sited or designed such that

the project would not have the potential to cause significant impacts to persons (such as from shadow flicker and other visual effects, and noise). Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices. Covered actions include only those related to wind turbines to be installed on land.

B5.19 Ground source heat pumps

The installation, modification, operation, and removal of commercially available small scale ground source heat pumps to support operations in single facilities (such as a school or community center) or contiguous facilities (such as an office complex) (1) only where (a) major associated activities (such as drilling and discharge) are regulated, and (b) appropriate leakage and contaminant control measures would be in place (including for cross-contamination between aquifers); (2) that would not have the potential to cause significant changes in subsurface temperature; and (3) would be located within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

B5.20 Biomass power plants

The installation, modification, operation, and removal of small-scale biomass power plants (generally less than 10 megawatts), using commercially available technology (1) intended primarily to support operations in single facilities (such as a school and community center) or contiguous facilities (such as an office complex); (2) that would not affect the air quality attainment status of the area and would not have the potential to cause a significant increase in the quantity or rate of air emissions and would not have the potential to cause significant impacts to water resources; and (3) would be located within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

B5.22 Alternative fuel vehicle fueling stations

The installation, modification, operation, and removal of alternative fuel vehicle fueling stations (such as for compressed natural gas, hydrogen, ethanol and other commercially available biofuels) on the site of a current or former fueling station, or within a previously disturbed or developed area within the boundaries of a facility managed by the owners of a vehicle fleet. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

B5.23 Electric vehicle charging stations

The installation, modification, operation, and removal of electric vehicle charging stations, using commercially available technology, within a previously disturbed or developed area. Covered actions are limited to areas where access and parking are in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

Rationale for determination:

The U.S. Department of Energy (DOE) administers the annually appropriated State Energy Program (SEP) as authorized by Title III, Energy Policy and Conservation Act, as amended. The goal of the SEP is to provide leadership to maximize the benefits of energy efficiency and renewable energy through communications and outreach activities, technology deployment, and new partnerships and resources.

Under the SEP Formula Awards as outlined in the Administrative Legal Requirements Document (ALRD) ProgramYear 2023, (SEP-ALRD-2023), DOE would provide funds in formula-based awards to all 50 States, Territories, and theDistrict of Columbia (hereinafter "Recipients"). Estimated individual Recipient allocations are included in the ALRD.

This NEPA determination is specific to the 55 SEP Recipients* with a DOE executed Historic Preservation Programmatic Agreement for activities that are funded by the SEP Program Year 2023 Formula Grants Administrative and Legal Requirements Document (SEP ALRD 2023), Petroleum Violation Escrow funds, ARRA Financing Programsand/or funds repurposed from ARRA Financing Programs, as applicable. Most Recipients elected to include theirARRA Financing Programs and/or funds repurposed from ARRA Financing Programs under this NEPA determinationin order to have one NEPA determination for all three funding sources. Recipients who elected to continue to utilizetheir ARRA NEPA Template and NOT include their ARRA Financing Programs and/or funds repurposed from ARRAFinancing Programs under this NEPA determination will have a document titled "2023 SEP Recipient with ARRA Template" attached to this NEPA determination.

The SEP Recipient without a DOE executed Historic Preservation Programmatic Agreement has a separate NEPA determination: GFO-SEP-ALRD 2023B.

DOE has determined the following Bounded Categories of activities that are funded by SEP-ALRD-2023, Petroleum Violation Escrow funds, ARRA Financing Programs and/or funds repurposed from ARRA Financing Programs, as applicable, are categorically excluded from further NEPA review, absent extraordinary circumstances, cumulativeimpacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with"integral elements" (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project.

Activities on tribal lands or tribal properties are restricted to homes/buildings less than forty-five (45) years old andwithout ground disturbance. Recipients may contact their Project Officer for a Historic Preservation Worksheet torequest a review of activities that are listed below on tribal homes/buildings forty-five(45) years and older and/orground disturbing activities. Approval from DOE is required prior to initiating activities reviewed on a HistoricPreservation Worksheet.

Bounded Categories:

1. Administrative activities associated with management and operation of the designated State Energy Office andmanagement of programs and strategies to encourage energy efficiency and renewable energy, including meetings,travel, and energy audits.
2. Development and implementation of programs, plans, and strategies to encourage energy efficiency and renewable energy such as policy development and stakeholder engagement.
3. Development and implementation of classroom or online training programs.
4. Development and implementation of building codes including inspection services, and associated activities to support code compliance and promote building energy efficiency.
5. Implementation of financial incentive programs including rebates and energy savings performance contracts for existing facilities; grants and loans to support energy efficiency, renewable energy and energy/water saving projects.All project activities funded under a financial incentive program must be listed within the Bounded Categories in thisNEPA determination.
6. Funding commercially available energy or energy/water efficiency or renewable energy upgrades, provided thatprojects adhere to the requirements of the respective state's DOE executed Historic Preservation Programmatic Agreement, are installed in existing buildings or within the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), do not require

structural reinforcement, no trees are removed, are appropriately sized, and are limited to:

- a. Installation of insulation
- b. Installation of energy efficient lighting including light poles (may also be installed within a utility easement if no trees are removed)
- c. HVAC upgrades (to existing systems)
- d. Weather sealing
- e. Purchase and installation of energy efficient or energy/water efficient home and commercial appliances and equipment (including, but not limited to, energy or water monitoring and control systems, thermostats, furnaces and air conditioners).
- f. Retrofit of energy efficient pumps and motors for such uses as (but not limited to) wastewater treatment plants, where it would not alter the capacity, use, mission or operation of an existing facility.
- g. Retrofit and replacement of windows and doors
- h. Installation of Combined Heat and Power System—systems sized appropriately for the buildings in which they are located, not to exceed peak electrical production at 300kW.
- i. Battery Energy Storage System - not to exceed 1,000kWh capacity.

7. Development, implementation, and installation of onsite renewable energy technology, provided that projects adhere to the requirements of the respective state's DOE executed Historic Preservation Programmatic Agreement, are installed in or on an existing structure or within the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), do not require structural reinforcement, no trees are removed, are appropriately sized, and limited to:

- a. Solar Electricity/Photovoltaic—appropriately sized system or unit not to exceed 60 kW.
 - b. Wind Turbine—20 kW or smaller.
 - c. Solar Thermal (including solar thermal hot water)—system must be 200,000 BTU per hour or smaller.
 - d. Ground Source Heat Pump—5.5 tons of capacity or smaller, horizontal/vertical, ground, closed-loop system.
 - e. Biomass Thermal—3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.
8. Installation of fueling pumps and systems for fuels such as compressed natural gas, hydrogen, ethanol and other commercially available biofuels, (but not storage tanks) installed on the site of a current fueling station.
9. Purchase of alternative fuel vehicles.

10. Installation of electric vehicle supply equipment (EVSE), including testing measures to assess the safety and functionality of the EVSE, restricted to existing footprints and levels of previous ground disturbance, within an existing parking facility defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles. All activities must use reversible, non-permanent techniques for installation, where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity; place the EVSE in a minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and are limited to the current electrical capacity. This applies to Level 1, Level 2, or Level 3 (also known as Direct Current (DC) Fast Charging) EVSE. Installation of EVSE on Tribal Lands, or installations of EVSE that may affect historic properties located on Tribal Lands, is excluded from this Bounded Category, without first contacting your DOE Project Officer who will coordinate with the DOE NEPA Specialist.

States shall adhere to the restrictions of their DOE executed Historic Preservation Programmatic Agreement.

All activities must be documented (e.g., a NEPA log) to ensure compliance with the restrictions of the Bounded Categories. The documentation must be available for DOE review upon request. Recipients are required to participate in DOE led training on NEPA and Historic Preservation which would include the additional reporting requirements for the above activities prior to commencing work on the above activities. The training is available at www.energy.gov/node/4816816. Recipients are responsible for contacting NEPA with any NEPA or historic preservation questions at GONEPA@ee.doe.gov.

The Recipient is responsible for identifying and promptly notifying DOE of extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) relating to any proposed activities. Additionally, the Recipient must demonstrate compliance with Section 106 of the National Historic Preservation Act (NHPA) and inform DOE of activities in the 100-year floodplain and wetlands.

Recipients shall adhere to the restrictions of their DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the Weatherization and Intergovernmental Programs website: <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>.

DOE is required to consider floodplain management and wetland protection as part of its environmental review process (10 CFR 1022). As part of this required review, DOE determined requirements set forth in Subpart B of 10 CFR 1022 are not applicable to the activities described in Bounded Categories 1-6g above that would occur in the 100-year floodplain (hereinafter "floodplain") or wetland because the activities would not have short-term or long-term adverse impacts to the floodplain or wetland. These activities are administrative or minor modifications of existing facilities to improve environmental conditions. All other integral elements and environmental review requirements are still applicable. All activities (except those under Bounded Categories 1-6g) must document those activities do not occur in the floodplain or wetland. Activities occurring in the floodplain or wetland (except those under Bounded Categories 1-6g) are subject to additional NEPA review and approval by DOE.

For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (found at <https://www.eere-pmc.energy.gov/NEPA.aspx>) for review by DOE.

Most activities listed under "Bounded Categories" are more restrictive than the Categorical Exclusion. The restrictions must be followed for the Bounded Category to be applicable.

* SEP Recipients with a historic preservation programmatic agreement: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, and VI.

NEPA PROVISION

DOE has made a conditional NEPA determination.

The NEPA Determination applies to the following Topic Areas, Budget Periods, and/or tasks: This NEPA Determination only applies to activities funded by the SEP Program Year 2023 Formula Grants Administrative and Legal Requirements Document, Petroleum Violation Escrow funds, ARRA Financing Programs and/or funds repurposed from ARRA Financing Programs, as applicable. All

activities must be documented (e.g., a NEPA log) to ensure compliance with the restrictions of the Bounded Categories. Recipients must have a DOE executed Historic Preservation Programmatic Agreement.

The NEPA Determination does not apply to the following Topic Area, Budget Periods, and/or tasks:

This NEPA Determination does NOT apply to activities funded by sources other than the SEP Program Year 2023 Formula Grants Administrative and Legal Requirements Document, Petroleum Violation Escrow funds, ARRA Financing Programs and/or funds repurposed from ARRA Financing Programs, as applicable, or activities that do not fit within the restrictions of the Bounded Categories listed above, or to Recipients that do not have a DOE executed Historic Preservation Programmatic Agreement.

Include the following condition in the financial assistance agreement:

Activities/projects not listed under "Bounded Categories" are subject to additional NEPA review and approval by DOE whether the intention is to use SEP formula, Petroleum Violation Escrow funds, ARRA Financing Programs and/or funds repurposed from ARRA Financing Programs, as applicable for a project. For activities/projects requiring additional NEPA review, Recipients must complete the environmental questionnaire (<https://www.eere-pmc.energy.gov/NEPA.aspx>) and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

1. This NEPA Determination only applies to activities funded by the SEP Program Year 2023 Formula Grants Administrative and Legal Requirements Document, Petroleum Violation Escrow funds, ARRA Financing Programs and/or funds repurposed from ARRA Financing Programs, as applicable.
2. All activities must be documented (e.g., a NEPA log) to ensure compliance with the restrictions of the Bounded Categories. The documentation must be available for DOE review upon request.
3. Activities not listed under "Bounded Categories" including ground disturbing activities outside the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), structural improvements to facilities, and tree removal, are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the Weatherization and Intergovernmental Programs website: <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>.
7. Most activities listed under "Bounded Categories" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Bounded Categories" must be followed.
8. Recipients are responsible for reviewing the online NEPA and Historic preservation training

at www.energy.gov/node/4816816 and contacting NEPA with any questions GONEPA@ee.doe.gov.

9. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

Notes:

Office of State and Community Energy Programs - SEP

This NEPA Determination requires legal review of the tailored NEPA provision.

NEPA review completed by Diana Heyder, 02/28/23

FOR CATEGORICAL EXCLUSION DETERMINATIONS

The proposed action (or the part of the proposal defined in the Rationale above) fits within a class of actions that is listed in Appendix A or B to 10 CFR Part 1021, Subpart D. To fit within the classes of actions listed in 10 CFR Part 1021, Subpart D, Appendix B, a proposal must be one that would not: (1) threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, or similar requirements of DOE or Executive Orders; (2) require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators), but the proposal may include categorically excluded waste storage, disposal, recovery, or treatment actions or facilities; (3) disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; (4) have the potential to cause significant impacts on environmentally sensitive resources, including, but not limited to, those listed in paragraph B(4) of 10 CFR Part 1021, Subpart D, Appendix B; (5) involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those listed in paragraph B(5) of 10 CFR Part 1021, Subpart D, Appendix B.

There are no extraordinary circumstances related to the proposed action that may affect the significance of the environmental effects of the proposal.

The proposed action has not been segmented to meet the definition of a categorical exclusion. This proposal is not connected to other actions with potentially significant impacts (40 CFR 1508.25(a)(1)), is not related to other actions with individually insignificant but cumulatively significant impacts (40 CFR 1508.27(b)(7)), and is not precluded by 40 CFR 1506.1 or 10 CFR 1021.211 concerning limitations on actions during preparation of an environmental impact statement.

A portion of the proposed action is categorically excluded from further NEPA review. The NEPA Provision identifies Topic Areas, Budget Periods, tasks, and/or subtasks that are subject to additional NEPA review

EXHIBIT D**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. Section 13-10-91(b)(1).**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. Section 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services on behalf of the Georgia Environmental Finance Authority 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. Section 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. Section 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 **(E-Verify Number)**

Date of Authorization

Name of Contractor

Name of Project

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

My Commission Expires:

EXHIBIT E**Contractor Employee Whistleblower Rights and Requirement to
Inform Employees of Whistleblower Rights (APR 2014)**

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.



Date: 9.2.25
From: Roman Mendes, Regional Account Manager
To: City Of Stone Mountain
RE: City Hall Building Heat Pumps Replacement Bid

Legacy Mechanical Services is pleased to provide the following scope of service to be completed during normal business hours:

- Legacy Mechanical Services will comply with all safety policy and procedures.
- Scope of work to be completed during normal business hours.
- Remove and dispose of one (1) Goodman 4 Ton Heat Pump Condenser and Air Handler
- Remove and dispose of seven (7) Goodman 5 Ton Heat Pump Condensers and Air Handlers
- Remove and dispose of eight (8) Water Over Flow Pans
- Remove and dispose of eight (8) Water Over Flow Safety Switches
- Remove and dispose of eight (8) Thermostats and Remote Sensors
- Use existing electrical disconnects for new condensers and air handlers installation
- Furnish and install one (1) Goodman 4 Ton Heat Pump Condenser and Air Handler with 10Kw Heat Element
- Furnish and install seven (7) Goodman 5 Ton Heat Pump Condensers and Air Handler with 15Kw Heat Element
- Furnish and install eight (8) Water Over Flow Pans
- Reconnect existing condensate drain lines to new pan
- Furnish and install eight (8) Water Over Flow Safety Switches
- Furnish and install eight (8) Thermostats and Remote Sensors
- Warranty includes One Year Labor and 90 Days Parts on all items installed. Five Years parts ONLY on Condenser Compressor.

Price includes tax, permit (If required), labor, material, clean up:

Price: \$85,396

Add Additional \$6,752 For Afterhours Weekdays and Weekends.



Exclusions & Clarifications: Overtime (UNO), code improvements, bonding, power wiring, repair, insulation, or replacement of existing equipment, patching of walls and floors, early startup of new HVAC equipment, filter change outs, cutting of roof, roof patching or flashing, cutting or patching of exterior walls, any meters, fire safety or sprinkler work, removal or replacement of ceiling grid or tile, structural support for HVAC equipment, seismic bracing, soil testing, pour back of concrete slab, quick-ship premiums, 3rd party commissioning.

Thank you for the opportunity to provide this proposal. Please feel free to contact me if you have any questions or require additional information.

Sincerely,

Roman Mendes
Regional Account Manager
Legacy Mechanical Services, Inc.
(470) 989-7081

Proposal Accepted By:

Print Name: _____

Signature: _____

Title: _____

Date: _____

Ask us about our phased equipment replacement and financing options. Payment Terms: Net due 30 days. We accept all major credit cards. If you wish to pay your invoice by credit card, please contact our service administrator, Lily Reinstein, at [770-432-1171](tel:770-432-1171). Lily will take your credit card information over the phone and process the payment. She will then email you a receipt at your request. **There is a 4% service charge, added to your total invoice, for this service.** Late fees will be applied under the following conditions: After 30 days 1.5%, after 60 days 3%, after 90 days 6%. Any invoices not paid after 90 days will result in a lien and collection action.



The parties acknowledge that the cost of materials used in the performance of this Agreement may be subject to fluctuations caused by changes in tariffs, duties, or trade regulations imposed after the effective date of this proposal. In the event that any such changes result in a material cost increase of 4% or more for any materials necessary to perform the Work, the [Contractor/Subcontractor] shall notify the [Customer/Client] in writing as soon as reasonably practicable. The notice shall include documentation supporting the cost increase and the impact on the project budget.

Due to the current volatility of raw material and supply costs, pricing is only valid for 15 days from the date of this proposal. If approval and/or release is given by the customer 30 days from the proposal date, Legacy Mechanical reserves the right to review and adjust the pricing as necessary.

Main Office

1680 Roberts Blvd. #408, Kennesaw, GA 30144
(770) 432-1171 ~ Fax: (770) 432-1121



Stone Mountain City Hall
875 Main St., Stone Mountain GA

Thank you for the opportunity to provide a proposal for HVAC replacements at your facility. At City Wide Facility Solutions, we look forward to providing you with excellent service now, and in the future.

Stone Mountain Police Department - Split System Replacements 8 units

Scope of Work:

- Remove and dispose of eight (8) existing heat pump split systems per EPA standards
- Provide and install eight (8) new Trane 5-ton R-454B heat pumps, air handlers, and electric heat
- * M/N: 5TWA4060A3000A / 5TEM4D07AC51SA
- *The existing R-410A refrigerant has been phased out by the EPA, and the new R-454B refrigerant is EPA-compliant
- Flush the existing refrigerant piping for re-use
- Connect the new equipment to the existing power/control wiring, refrigerant/condensate piping, and air distribution system
- Re-use the existing auxiliary drain pans, clear existing drain lines, and install new overflow protection switches
- Provide equipment lift services
- Provide and install eight (8) new programmable thermostats and sensors
- Provide new R-454B refrigerant to properly charge the systems





- Start-up new equipment and ensure proper operations

New systems have a SEER2 Rating of 14.3, and should provide energy savings of 13% versus existing 13 SEER systems when cooling

New systems have a HSPF Rating of 9.0, and should provide energy savings of 11% versus existing 8.0 HSPF systems when heating

Based on Atlanta-average cooling hours, heating hours and \$/kWh, estimated 5-year electricity cost savings are \$10,160.

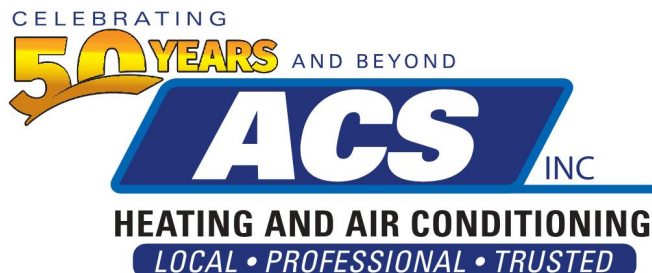
Investment Totals: \$89,424.65

Note: We have figured to provide all required chemicals, equipment and labor to complete the work. We have figured all work will be completed outside normal business hours unless otherwise stipulated per project. A 50% material deposit required before the project begins. Please feel free to call me with any questions or comments. Thank you for your continued support.

Accepted this _____ day of _____, 2025

By: _____
Payment Terms Net 15





***** Q U O T A T I O N *****

6/23/2025

Ga. Reg. CN-007963

Job:

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

We are pleased to quote the following job:

All At Once -

We will replace the existing 8 heat pumps that serve city hall. This will include 7 new 5-ton Trane Heat Pump units with matching Air Handlers, strip heat and low ambient kits, and 1 4-ton system. We will flush and pressure test all the existing linesets to ensure there are no leaks and charge the units with new 454B refrigerant. New drain pans and safety switches will be installed in the attic, and we will tie in the existing high and low voltage wiring. If you would like to replace the thermostats, please let me know but this quote will reuse the existing thermostats. The new systems will have a 1yr parts, 1yr labor and 5yr compressor warranty.

Quoted Price.....\$68,983

One At A Time -

We will complete all of the above work but will replace systems one at a time.

Quoted Price.....\$12,189/each

2218 Hanfred Lane Tucker, Ga. 30084
(770) 939-7500 FAX 939-5522



Submitted By:
Josh Pinson
404-374-2987

2218 Hanfred Lane Tucker, Ga. 30084
(770) 939-7500 FAX 939-5522

**Agenda Item****Meeting Date: September 16, 2025**

SUBJECT: HVAC SYSTEM

Item: Discussion /Action Item**Department:** Public Works**Fiscal Impact:** Total Project Cost \$85,396.00 / \$75K to be reimbursed by the EECBG**Presented By:** Maggie Dimov, Assistant City Manager

Summary: Grant Award: The City of Stone Mountain has been awarded a \$75,000 grant through the Energy Efficiency and Conservation Block Grant (EECBG) program. The funding will be used to support the replacement of the HVAC system at City Hall, an initiative that aligns with the grant's focus on energy efficiency improvements.

To meet the grant deadline of December 31, 2025, the City plans to proceed with the HVAC replacement project, which was included in the original grant application. In accordance with grant guidelines, the project will follow all required procurement procedures and will focus on equipment that demonstrates measurable energy and cost savings.

Quotes are currently being gathered, and the City is working closely with GEFA to ensure compliance with all contract and reporting requirements. All work and invoicing under this grant must be completed before the end-of-year deadline.

Vendor Name	Cost
City Wide Solutions	\$89,424.65
Legacy Mechanical Services	\$85,396.00
ACS Inc.	\$68,983.00

Attachments/Exhibits: quotes received from the following vendors: City Wide Solutions, Legacy Mechanical Services, ACS Inc.

Requested Action: Staff recommendation to Council is to approve Legacy Mechanical Services offer, for the amount of \$85,396.00



PROFESSIONAL SERVICES AGREEMENT
for the City of Stone Mountain, GA

9/10/25

Executive Search (Public Works Director)

AGREEMENT #2025 – 17

OVERVIEW

Sumter Local Government Consulting (LGC) is pleased to provide professional services for the City of Stone Mountain.

The City of Stone Mountain is hiring Sumter LGC to provide professional services for an executive search process to fill the position of Public Works Director.

The agreement will include a defined scope of work and a corresponding fee proposal.

BACKGROUND

Sumter LGC was founded in 2021 by Warren Hutmacher to assist local governments in solving complex problems and to aid private-sector companies, non-profits, and educational institutions with projects and problem-solving related to local government.

Hutmacher has over 25 years of experience in local government, working for a diverse set of cities. He has developed an extensive professional network and has experience in executive search, management, real estate, and leadership problem-solving.

SCOPE OF SERVICES

The scope of services for Executive Search includes the following elements.

1. Meet with the client to identify, articulate, and memorialize an ideal candidate profile.
2. Develop advertising and recruiting materials to promote the position to a diverse group of qualified candidates.
3. Advertise the position and engage Sumter LGC's extensive network to recruit individuals who are a good fit for the ideal candidate profile.
4. Review and cull resumes received, identify and pre-screen semi-finalist candidates, and recommend candidates for video-recorded interviews.
5. Coordinate the finalist interview process, assist the client with the final selection, conduct background investigations, negotiate an offer letter, and support any media relations efforts to promote the hiring of the new employee.

PRICING AND CLIENT EXPECTATIONS

The following table outlines the pricing for the services detailed in this proposal. This pricing is valid for 90 days from the date of this proposal.

<u>Fees for Professional Services</u>	<u>Time Period</u>	<u>Price</u>
Professional services related to the Executive Search	Flat Fee	\$15,000
Expenses to include consultant travel and advertising expenses. All expenses as approved in advance by the client		
Total Fee:		\$15,000

Sumter LGC offers a one-year guarantee on our work. If, for any reason, the candidate hired by the City does not remain employed with the City of Stone Mountain for one year, we will redo the entire search process at no cost to the client, except for expenses.

CONCLUSION

Sumter Local Government Consulting looks forward to supporting the City of Stone Mountain with its executive search needs.

Your signature signifies acceptance of the agreement and a notice to proceed. Either party may terminate this agreement at any time for any reason, with prorated fees owed to the consultant up to the date of termination.

Warren Hutmacher

Warren Hutmacher, President
404.535.0525
warren@sumterconsulting.com

Approved by the City of Stone Mountain:

Name and Title

Date: _____

Signature



Agenda Item

Meeting Date: September 16, 2025

SUBJECT: SUMTER CONSULTING – PUBLIC WORKS DIRECTOR

Item: Action Item

Department: City Manager

Presented By: Maggie Dimov, Interim City Manager

Summary:

The City of Stone Mountain is currently recruiting for a new Public Works Director. To ensure we attract highly qualified and specifically trained candidates, we plan to contract with Sumter Consulting, which is already assisting the City with the ongoing searches for a City Manager and Financial Services personnel.

Attachments/Exhibits: Sumter Agreement

Requested Action: Staff recommendation to Council is to review the proposed agreement for consideration



Agenda Item

Meeting Date: September 16, 2025

SUBJECT: FEE AGREEMENT – MARY PREBULA

Item: Action Item

Department: City Manager

Presented By: Maggie Dimov, Interim City Manager, City Attorney Angela Couch

Summary:

Mary Prebula, the attorney designated to oversee the case regarding the potential removal of Mayor Beverly Jones, requires the attached fee agreement to be executed prior to commencing work. The agreement establishes the terms of her engagement, including the scope of legal services, responsibilities, and associated fees, ensuring clarity and transparency for the City before initiating any proceedings related to the matter.

Attachments/Exhibits: Fee Agreement

Requested Action: Staff recommendation to Council is to review the proposed agreement for consideration

RETAINER AND FEE AGREEMENT

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

W I T N E S S E T H:

WHEREAS, the City desires and has appointed Mary A. Prebula, Esq. of PREBULA LAW LLC, as prosecuting attorney for the Removal of Mayor Beverly Jones pursuant to that Notice of Removal dated August 20, 2025 (“Removal”), and the Firm accepts such appointment; and

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

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

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

1. Mary A. Prebula and the Firm shall provide legal services of prosecuting attorney to the City for the Removal. The City understands Mary A. Prebula is the only attorney associated with the Firm, and the Firm uses other contract attorneys and staff of the Firm will assist in the provision of said services.

2. The City acknowledges that the only matter that this Firm has been retained to assist City on is this matter. The scope of our work and our professional responsibility is limited to investigation and prosecution of the Removal. The scope of the employment is to perform only the tasks that fall within the scope of the representation, not to achieve or to guarantee any particular result. Any expansion of our engagement will be documented in an amendment or separate Retainer and Fee Agreement.

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

4. Client agrees to cooperate fully with this law Firm. Client must communicate with us on a regular basis. Client agrees that we may in our sole discretion agree to open default judgments, grant extensions, and provide other professional courtesies to opposing counsel or parties.

5. Client may be required to answer both verbal and written questions and produce documents within set times. Failure to cooperate could result in an adverse decision.

6. As of the Effective Date hereof, compensation to the Firm shall be hourly rates as set forth in Exhibit A. Attorneys will be compensated for travel time and mileage to and from City Hall, Municipal Court and/or any place reasonably required for the Firm to provide the services outlined herein. The Firm shall submit to Client an itemized billing statement each month, and City shall remit payment of same within ten (10) business days of receipt. Interest will accrue on any unpaid balance after thirty (30) days at the rate of eighteen percent (18%) per year.

7. Client accepts the responsibility for payment of the Firm's bills at the rates set forth in Exhibit A. The Parties agree and understand that the Firm will charge for all time expended on this matter, including but not limited to: review of the record, meetings; consultations; conferences; telephone calls; correspondence and e-mail; research; review, drafting, and revising of various documents such as contracts, pleadings, and ordinances, and such other activities as may be needed for representation of Client in this matter. The Parties agree and understand that in addition to the above-referenced fees, the Firm will bill for all costs associated with representation of Client, including but not limited to, filing costs, publication fees, long distance telephone calls, deposition and transcript charges, copying charges, postage, travel expenses, courier fees, service fees, investigator charges, witness and subpoena fees, transcripts, court reporter fees, deposition costs, overnight delivery, courier services, photocopying at twenty-five cents (25¢) per page, color photocopying at one dollar (\$1.00) per page, telecopying at fifty cents (50¢) per page, computerized legal research, costs of obtaining and presenting evidence, and similar out of pocket expenses, incurred as a direct result of the provision of legal services.

8. Client must pay any experts or consultants retained by this Firm on Client's behalf. This includes our right to use contract attorneys for research, drafting, investigation, depositions, discovery, and like and similar matters, if we deem it necessary or appropriate. Expert and consultant bills are due upon s's receipt.

9. The Firm will submit monthly statements accounting for services performed and expenses incurred. We expect Client to review our statements and welcome any questions or comments Client may have on the work we do or the expenses we incur. Unless Client notifies us in writing within thirty (30) days of a problem with any statement. Any forbearance by the Firm with regard to Client's nonperformance on the obligations to pay fees and expenses or to raise questions about bills in a timely manner shall not waive or otherwise affect the Firm's right to insist on timely and complete performance of these obligations.

10. The City may review the performance and compensation of the Firm by such method and at such times as the City Council shall deem appropriate.

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

12. Client acknowledges that the Firm has the right to withdraw from representing Client in this matter if at any time we form the professional judgment that the chances of success do not justify going forward. Client further consents that the Firm may withdraw if Client does not make payments as scheduled. Client hereby consents to, and the Firm shall be free to withdraw as

Client's attorneys. Client also consent that the Firm may withdraw as Client's attorneys if Client insist that we do something illegal or unethical, if Client do not follow our advice, if Client do not answer our telephone calls or letters, if Client do not cooperate with us, if Client lie under oath or tell us Client will do so, or for other good or valid reasons, Client agree that the Firm may cease providing legal services to Client upon the occurrence of any of the matters set forth in this paragraph. Client's signature on this Agreement is Client's consent to the Firm's withdrawal under these circumstances; however, Client agrees to promptly approve any motion or motions required to facilitate withdrawal.

13. When the attorney-client relationship is terminated, the Firm will no longer undertake any duties or responsibilities on the Client's behalf, and the Client has no expectation of performance of any duties by the Firm in the future after such termination.

14. Client acknowledges and agrees that attorneys and the Firm have made no representations or guarantees regarding the outcome of this case or any tax consequences of any recovery obtained on behalf of the client. The Firm specifically advises Client to seek his/her own tax advice from a qualified tax advisor.

15. Client acknowledges that Client is not currently a debtor in any bankruptcy proceeding. Client acknowledges that applying for protection or a discharge under the Bankruptcy Code without declaring the existence of a claim for money due to injury or damages can result in Client being barred from any recovery for such injury or damages. In the event that Client decides to file a petition for bankruptcy during the pendency of Attorney's representation of Client, Client will give Attorney no less than ten days written notice prior to filing such a petition, will provide to the bankruptcy court full and complete details regarding employment of Attorney in this matter, and will provide a copy of this agreement to any such court or bankruptcy trustee upon request.

16. It is not our desire at any time to have to sue Client to collect past due attorney's fees, however, if the fees are not paid and it becomes necessary for this Firm to file suit against Client for collection of past due attorney's fees, then Client agrees to pay the hourly costs and expenses which this Firm has to expend in order to collect these fees through court process. This means that if a lawsuit is filed against Client for collection of fees, each hour that is spent preparing the lawsuit, appearing in court and collecting these funds will continue to be billed at the Firms' then current rates for each attorney or service provider, and Client acknowledges that the rate under this Fee Agreement is less than the Firm's normal hourly rates. In other words, Client agrees that in the event it becomes necessary to collect, through an attorney, any fees or costs owing the Firm as a result of this representation, then the Firm will be entitled to its attorneys' fees and costs incurred in collection.

17. To summarize, Client understands that this retainer agreement is a binding contract and provides the following:

- a. This is not a flat fee contract.
- b. No specific outcome has been promised in any matter
- b. The scope of this retainer is limited to the state matter.

18. Under the Firm's document retention policy, the Firm assumes no responsibility to maintain closed files for more than two (2) years after a matter is closed. Furthermore, when our work on this matter concludes, it is Client's responsibility to identify and retrieve any documents in the Firm's possession of which Client would like custody. We will provide Client with copies of all key documents and correspondence during the course of our representation. Should Client wish to obtain copies of any of our files or documents at the end of our representation, Client agree the Firm will retain the file and Client will pay our then current copy charge for any copies Client wish to have made for Client at that time; the Firm will make such copies and release them to Client upon payment of such costs.

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

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

CITY OF STONE MOUNTAIN:

PREBULA LAW LLC

By: _____
Miglana Divmov, Interim City Manager

Mary A. Prebula, Pres.

ATTEST:

Shavala Ames, City Clerk

EXHIBIT A

Prosecuting Attorney Services outside of Court,
Council meeting, or panel meeting \$265 per hour

Litigation services, including drafting pleadings \$285 per hour
or court documents, Appearances in court or with
Judge, or panel, including whether by video,
telephone, or in person, and similar matters

All Paralegal & Legal Assistant Services: \$165/hour



Agenda Item

Meeting Date: September 16, 2025

SUBJECT: Ordinance 2025-04 Parks and Recreation Committee

Item: Discussion Item / First Read

Department: City Manager

Presented By: Maggie Dimov, Interim City Manager

Summary:

At present, the City of Stone Mountain does not have a municipal code establishing a Park and Recreation Committee, nor does it provide guidelines outlining the committee's structure, responsibilities, or operational procedures. The proposed ordinance seeks to address this gap by formally creating the committee and defining its purpose, membership, duties, and governance framework, thereby ensuring clear guidance and support for the City's parks and recreation initiatives.

Attachments/Exhibits: Proposed Ordinance 2025-04

Requested Action: Staff recommendation to Council is to review the proposed ordinance for consideration

STATE OF GEORGIA
COUNTY OF DEKALB

ORDINANCE NO. 2025-__

**AN ORDINANCE TO CREATE THE CITY OF STONE MOUNTAIN
PARKS AND RECREATION COMMITTEE**

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 a committee of resident volunteers who are committed to receiving direction from the City Council and providing recommendations back to the City Council regarding the use, operation, management, recreational programming, and capital improvement of the City’s park, and recreation ~~and greenspace~~ facilities.

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 include the provisions as set out in Exhibit A, attached hereto and incorporated herein by this reference, related to the formation of the City’s Parks and Recreation Committee.

SECTION 2. All ordinances, parts of ordinances, or regulations in conflict herewith are hereby repealed.

SECTION 3. Any prior City parks and recreation committee, whether formally created or not, and any appointments thereto, are hereby abolished and terminated.

SECTION 4. This Ordinance shall become effective in accordance with City Charter Sec. 2.34.

SECTION 5. 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 _____, 2025.

Approved as to form:

Dr. Beverly Jones, Mayor

Jeff Strickland, City Attorney

Attest: _____
Shavala Ames, City Clerk

[City Seal]

CITY CHARTER SEC. 2.21 REQUIREMENTS

- Date of First Reading: _____
- Date of Second Reading: _____
- Date Adopted: _____

City Charter, Section 2.21. (Ordinance form; procedures), provides as follows:

- (a) Every proposed ordinance should be introduced in writing and in the form required for final adoption. No ordinance shall contain a subject which is not expressed in its title. The enacting clause shall be "It is hereby ordained by the governing authority of the City of Stone Mountain..." and every ordinance shall so begin. Prior to the submission of any ordinance for consideration by the mayor and city council, the same shall be submitted to the city attorney and be approved by him or her as to form and to ensure such ordinance is not covered by, or in conflict with, any law of general application or other city ordinance.
- (b) An ordinance may be introduced by any member of the city council and be read at a regular meeting, work session, or special meeting of the city council. Ordinances shall be considered and adopted or rejected by the city council in accordance with the rules which it shall establish; provided, however, an ordinance shall not be adopted the same day it is introduced, except for emergency ordinances provided for in Section 2.23 of this charter. Upon introduction of any ordinance, the city clerk shall as soon as possible distribute a copy to the mayor and to each councilmember and shall file a reasonable number of copies in the office of the city clerk and at such other public places as the city council may designate.
- (c) The reading of the preamble to an ordinance shall be sufficient to meet the requirements of a "read" or "reading." By an affirmative vote of a majority of the city council, a reading of the ordinance in its entirety shall be required.

CITY CHARTER SEC. 2.34 REQUIREMENTS

- Date ordinance presented to Mayor: _____ (within three days after its adoption)
- Date ordinance returned to City Clerk: _____ (within four days of receipt from Clerk)

City Charter, Section 2.34. (Submission of ordinances to the mayor; veto power) provides as follows:

- (a) Every ordinance adopted by the city council shall be presented by the city clerk to the mayor within three days after its adoption.
- (b) The mayor shall within four days of receipt of an ordinance return it to the city clerk with or without his or her approval or with his or her disapproval. If the ordinance has been approved by the mayor, it shall become law upon its return to the city clerk; if the ordinance is neither approved nor disapproved, it shall become law on the fifteenth day after its adoption; if the ordinance is disapproved, the mayor shall submit to the city council through the city clerk a written statement of the reasons for the veto. The city clerk shall record upon the ordinance the date of its delivery to and receipt from the mayor.
- (c) Ordinances vetoed by the mayor shall be presented by the city clerk to the city council at its next meeting when a quorum shall be present, and should the city council then or at its next general meeting adopt the ordinance by an affirmative vote of a majority of the quorum then present, it shall become law.
- (d) The mayor may disapprove or reduce any item or items of appropriation in any ordinance. The approved part or parts of any ordinance making appropriations shall become law, and the part or parts disapproved shall not become law unless subsequently passed by the city council over the mayor's veto as provided in this section. The reduced part or parts shall be presented to the city council as though disapproved and shall not become law unless overridden by the council as provided in subsection (c) of this section.

- Date this ordinance becomes law: _____

EXHIBIT A

[The following text of The Code of the City of Stone Mountain, Georgia, is to be amended by removing the ~~strike through~~ language and adding the **bold** language.]

PART II – CODE OF ORDINANCES CHAPTER 2 – ADMINISTRATION ARTICLE ____ . PARKS AND RECREATION COMMITTEE

Sec. 2- ____ . Purpose.

The City of Stone Mountain, Georgia (referred to in this article as the “City”) owns and manages multiple park ~~and~~; recreational ~~and greenspace~~ facilities throughout the City. This article is created by the City Council of Stone Mountain (hereinafter in this article referred to as the “City Council”) to provide an organizational structure for a committee of appointed volunteers who are committed to receiving direction from the City Council and providing recommendations to the City Council regarding the public use, recreational programming, and capital improvement of the City’s park ~~and~~; recreation and ~~greenspace~~ facilities.

Sec. 2- ____ . Creation, appointment and compensation.

A standing committee is hereby created called the “City of Stone Mountain Parks and Recreation Committee” (hereinafter in this article referred to as the “Committee”).

- (1) *Membership, qualifications and terms of office.* The Committee shall consist of at least three (3) members but no more than five (5) members, each of whom shall be appointed by the City Council as provided below. To be eligible for appointment to the Committee, individuals must be residents of the City for at least one (1) year prior to taking office. Appointees shall serve a maximum of three (3) consecutive two-year terms, except as otherwise provided herein. A period of two (2) years shall elapse before any member serving the maximum three (3) consecutive terms shall be eligible to serve again on the Committee.
- (2) *Nomination, appointment and vacancies.*
 - a. Nominations for appointment to the Committee may be made by the Mayor and City Council members in their discretion. The Mayor or any member of the City Council may move for the appointment of a qualified individual to fill an open position on the Committee. Upon majority vote of the City Council, such nominated individual shall be appointed to fill the open position to serve in accordance herewith.
 - b. If requested by the City Council, when appointing Committee members, the City Clerk shall take action as may reasonably be required to inform City residents that an opening exists on the Committee, including the publication of a notice on the City’s website and in the City’s legal organ for a period no less than three (3) days

or more than ten (10) days. The City Clerk shall accept applications from interested individuals. The City Council shall review the applications and may appoint one or more individuals to fill open positions on the Committee membership.

- c. If an appointed member is unable to complete a term of office, then an appointment to fill the unexpired term shall be made in the same manner as making an initial appointment. A member appointed to serve the remainder of an unexpired term shall be eligible for reappointment for a maximum of two (2) consecutive two-year terms.
 - d. The term of the initial appointments to the Committee shall expire on January 31, 2026.
- (3) Members shall serve without compensation but may be reimbursed for reasonable expenses as approved, in advance, by the City Council.
- (4) Members shall serve at the will of the City Council and may be removed from the Committee at any time with or without cause.

Sec. 2-____. Duties of the Committee.

The Committee shall:

- (1) Upon receipt of any specific direction from the City Council, provide recommendations and/or deliverables back to the City Council within a reasonable timeframe.
- (2) Periodically, but at a minimum, annually, review the City's Parks and Recreation Facility Rules and, if appropriate, propose amendments to the City Council for its consideration.
- (3) Propose recommended recreational programming opportunities to the City Council for its consideration.
- (4) Propose recommended capital improvements to the City's park and, recreation ~~and/or greenspace~~ facilities to the City Council for its consideration.
- (5) Report to the City Council at least quarterly throughout the calendar year, in person at an open City Council meeting or by written submission to the City Council, regarding the activities of and business conducted by the Committee over the previous quarter and what is anticipated for the next quarter following the date of such report.

Sec. 2-____. Assistance by the City.

The City administration shall provide technical and clerical assistance as the Committee may require and shall maintain permanent and complete records of the activities of the Committee.

Sec. 2-____. Bylaws, Meetings, officers and quorum.

- (a) ~~The Committee shall adopt rules and procedures, such as bylaws for the transaction of its business. The Committee shall have the prerogative to adopt reasonable rules and bylaws consistent with this article and without the necessity of a further vote of the City Council.~~
The Committee shall provide for the time and place of regular meetings and a method for the calling of special meetings. The Committee shall meet in January and at least quarterly throughout the calendar year. Meetings shall be conducted in accordance with the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., as amended.
- (b) A quorum shall consist of a majority of the members.
- (c) The Committee shall elect a chair and such other officers as it deems appropriate from among its members. Officers shall serve one-year terms and shall be eligible for reelection. The Committee shall elect its officers at its January meeting.



Agenda Item

Meeting Date: September 02, 2025

SUBJECT: Amend Employee Personnel Policies Ordinance

Item: Discussion Item / First Read

Department: HR

Presented By: Maggie Dimov, Interim City Manager

Summary:

Per Sec. 20-12 of the City Code, the establishment of all personnel policies currently requires approval by the Mayor and Council. This item seeks formal authorization to delegate that approval authority to the City Manager. This change would streamline the process for updating and implementing employee policies while maintaining accountability, as the City Manager remains responsible for enforcement and compliance under the current code.

Attachments/Exhibits: Proposed amendment of Employee Personnel Policies Ordinance

Requested Action: Staff recommendation to Council is to review the proposed ordinance for a first read.

**STATE OF GEORGIA
COUNTY OF DEKALB**

ORDINANCE NO. 2025-06

AN ORDINANCE TO AMEND CHAPTER 20 (PERSONNEL POLICIES AND PROCEDURES), SECTION 20-12 (PERSONNEL ADMINISTRATION GENERALLY) OF THE CODE OF THE CITY OF STONE MOUNTAIN, GEORGIA

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 welfare of its employees; and

WHEREAS, the City Council desires to update and amend Chapter 20 (Personnel Policies and Procedures), Section 20-12. (Personnel administration generally), of The Code of the City of Stone Mountain, Georgia, to clarify the penalty if not otherwise defined.

NOW THEREFORE, it is hereby ordained by the governing authority of the City of Stone Mountain as follows:

SECTION 1. Chapter 20 (Personnel Policies and Procedures), Section 20-12. (Personnel administration generally), of The Code of the City of Stone Mountain, Georgia, is hereby amended 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 upon its adoption.

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 _____, 2025.

Beverly Jones, Mayor

Attest:

Shavala Ames, City Clerk

Approved as to Form:

[CITY SEAL]

Angela Couch, City Attorney

EXHIBIT A

Sec. 20-12. Personnel administration generally.

Sec. 20-12. Personnel administration generally.

- (a) *Mayor and council.* The mayor and council shall receive and act upon recommendations of the city manager for amendments, additions to, and changes in the personnel rules and regulations other than the Employee Handbook. ~~The establishment of all personnel policies are subject to the approval of the mayor and council and shall not become effective until such approval is given. The city manager is authorized to create an Employee Handbook that is not conflict with any provision of this chapter to be approved by the city attorney. The city manager is authorized to make changes to the employee handbook that are not conflict with any provision of this chapter and that are approved in writing by the city attorney. Each employee shall be furnished a copy of the Employee Handbook and shall sign an acknowledgment of receipt of same.~~ However, once policies are approved, the responsibility for implementation and operation will be long delegated to the city manager.
- (b) *Personnel director.* The city manager shall serve as the personnel director for the city. The personnel director shall be responsible for implementing, carrying out and enforcing the approved rules and regulations of the personnel system. He/she is the executive head of the personnel department and shall direct all of its activities and appoint its employees. He/she may delegate such duties and responsibilities as he/she deems appropriate to personnel department staff members or other city department heads, but he/she still remains accountable for complying with all rules and regulations.

(Ord. No. 2010-05, 7-6-10)

Sec. 20-15. - Departmental regulations.

Each city department head is authorized to prepare such individual departmental personnel rules and regulations as may be necessary in the accomplishment of the operation of the department. Such departmental rules and regulations may not be in conflict with any provision of this chapter and must be approved in writing by the city manager. The city manager will review all proposed departmental regulations to insure that they are consistent with the rules and regulations of the city and advise the appropriate department head in writing of his/her findings. The city manager shall discuss with the mayor and council, with counsel by the city attorney, any proposed regulations about which he/she has questions. ~~Departmental regulations which have been approved by the city manager shall be displayed in a public place in the department at least five (5) days prior to their effective date. Each employee shall be furnished a copy of all departmental regulations.~~

(Ord. No. 2010-05, 7-6-10)



Agenda Item

Meeting Date: September 16, 2025

SUBJECT: RESOLUTION 2025-26 – SPECIAL EVENT FEE SCHEDULE AMENDMENT

Item: Action Item

Department: City Manager

Presented By: Maggie Dimov, Interim City Manager,

Summary:

The current City of Stone Mountain fee schedule for Lawn rentals has proven to be less cost-effective for prospective users, potentially limiting bookings and revenue opportunities. To enhance competitiveness with neighboring municipalities and similar venues, we are proposing a revised, scaled-back fee structure designed to offer more reasonable pricing. This adjustment will make the Lawn more accessible to the community, attract additional bookings, and increase revenue potential, while ensuring the City remains an appealing option for events and gatherings.

Once the Lawn is fully constructed and operational, a comprehensive fee schedule will be developed to provide a detailed and transparent breakdown of costs for various rental options, promoting clarity, equity, and long-term financial sustainability while maintaining competitiveness in the regional market.

Attachments/Exhibits: Proposed Amended Resolution

Requested Action: Staff recommendation to Council is to review the proposed resolution for consideration

RESOLUTION # 2025-10**A RESOLUTION TO SET PERMIT FEES FOR SPECIAL EVENTS**

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 Mayor and City Council amended Chapter 18 of the code of ordinances for the City of Stone Mountain by adopting a new Article IV titled “Special Events” (“Parade, Assembly, and Special Events Ordinance of the City of Stone Mountain”); and

WHEREAS, pursuant to Section 18-24 of the Parade, Assembly, and Special Events Ordinance of the City of Stone Mountain, all application 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 Special Event permits.

Special Event Fees (This is in addition to any fee charged in another department):

Event Permit Level	Permit Fee (nonrefundable)
Special Events Application (Non-refundable)	\$50.00
Tier 1 – Under 250 participants	\$1,000.00
Tier 2 – 251 to 500 participants	\$1,500.00
Tier 3 - 501 to 1000 participants	\$2,000.00
Tier 4 – Over 1000 participants	\$2,500.00
Georgia Military College Building (5325 Manor Drive)	\$500.00
Train Depot Building (922 Main Street)	\$200.00
** Special Effects (Fireworks and other) **Fire Marshal Officer will be required	\$250.00

[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 _____, 2025.

Attest: _____
Shavala Ames, City Clerk

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

(Seal)

RESOLUTION # 2025-25**A RESOLUTION TO SET PERMIT FEES FOR SPECIAL EVENTS FOR THE LAWN**

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 18 of the code of ordinances for the City of Stone Mountain by adopting a new Article IV titled “Special Events” (“Parade, Assembly, and Special Events Ordinance of the City of Stone Mountain”); and

WHEREAS, pursuant to Section 18-24 of the Parade, Assembly, and Special Events Ordinance of the City of Stone Mountain, all application 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 Special Event permits.

Special Event Fees (This is in addition to any fee charged in another department):

Event Permit Level	Permit Fee (nonrefundable)
Tier 1 – Under 250 participants	\$250
Tier 2 – 251 to 500 participants	\$500
Tier 3 - 501 to 1000 participants	\$750
Tier 4 – Over 1000 participants	\$1000
Off-duty police officer services, per person	Start at a flat rate of \$80.00/hour\Holiday \$95.00/hour with a four-hour minimum but may be increased upon expected duties and large crowd control
Off-duty public works services, per person (There is a 4-hour minimum for all PD on-site).	Start at a flat rate of \$40.00/hour, with a four-hour minimum but may be increased upon expected duties and large crowd control
** Special Effects (Fireworks and other) **Fire Marshal Officer will be required	\$250.00

[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 _____, 2025.

Attest: _____
Shavala Ames, City Clerk

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

(Seal)