



Mayor and City Council Regular Session
Tuesday, May 05, 2026 at 6:30 PM
City Hall, 875 Main Street, Stone Mountain, Georgia 30083

Agenda

Mayor and Council: Jelani Linder – Mayor | Post 3: Mayor Pro Tem Ryan Smith | Post 1: Council Member Anita Bass | Post 2: Council Member Mark Marianos | Post 4: Council Member Kay Nunez | Post 5: Council Member Hub Jordan | Post 6: Council Member Elaine Vaughn

Staff: Maggie Dimov - City Manager/Economic Development Director/DDA | Shavala Ames - City Clerk/Human Resources | 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>

Mission Statement: *The City of Stone Mountain serves our residents, businesses, and visitors by providing an enhanced quality of life and a unique sense of place, guided by trust and integrity.*

- I. **Call to Order**
- II. **Determination of Quorum**
- III. **30 Second Moment of Silence 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 the April 7, 2026 meeting minutes, requested by City Clerk Shavala Ames. **Goal - Governance**
2. Consideration of an action on a request to approve the April 21, 2026 meeting minutes, requested by City Clerk Shavala Ames. **Goal - Governance**

VI. **Reading of Communications**

1. Proclamation - National Court Employee Appreciation Week - May 3-9, 2026
2. Proclamation - Municipal Clerks Week - May 3-9, 2026
3. Proclamation - National Police Week - May 10-16, 2026
4. Proclamation - National Public Works Week - May 17–23, 2026

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

VIII. **City Manager's Report**

1. SPLOST I, SPLOST II, and ARPA Updates - Finance Consultant Michelle Uran - **Goal - Governance & Transparency**

IX. **Council Policy Discussion Topics**

X. **Unfinished Business**

1. Consideration of an action on a request on Change Order No. 3 regarding Zachary Court and Ridgemere Court Paving Project, requested by City Manager Maggie Dimov. **Goal - Public Works and Infrastructure**
2. Consideration of an action on a request to approve Change Order #2 for City Hall Parking Lot Project, Closeout of Parking Lot Project and Approval of Fence Component Removal and Material Reimbursement, Requested by City Manager Dimov. **Goal - Public Works & Infrastructure**

XI. **New Business**

1. Discussion Item: Review of Presentations from Top Three Finalists - Development Advisory Services for The Lawn on Main Project. **Goal - Economic Development, Public Works & Infrastructure**
2. Consideration of an action on a request to approve JBR street improvements, requested by Public Works Director Mike Helton. **Goal - Quality of Life and Public Works & Infrastructure**
3. Consideration of an action on a request for an agreement with A & A Wildlife and Home Solutions to perform rodent removal and exclusion services for the Historic Depot., requested by Public Works Director Mike Helton. **Goal - Public Works & Infrastructure, Economic Development**
4. Consideration of approval of an agreement with Casey Tree Experts for the removal of potentially hazardous trees from the area of the fitness court at McCurdy Park, requested by Public Works Director Mike Helton. **Goal - Public Works & Infrastructure**
5. Consideration of an action on a request to declare certain city-owned vehicles as surplus and authorize their sale, requested by Lt. Bob Hillis. **Goal - Governance**

XII. New Ordinances and Resolutions

- 1.** Resolution 2026-07 - Support City of Milton - Requested by City Manager Maggie Dimov - **Goal - Governance**
- 2.** Ordinance 2026-03 - New Urban Camping - Police Chief James Westerfield, Jr. - **Goal - Public Safety and Governance (SECOND READ)**
- 3.** Ordinance 2026-04 - Loitering Amendment - Police Chief James Westerfield, Jr. - **Goal - Public Safety and Governance (SECOND READ)**
- 4.** Ordinance 2026-05 - Curfew Regulations - Police Chief James Westerfield, Jr. - **Goal - Public Safety and Governance (SECOND READ)**

XIII. Remarks of Privilege

XIV. Announcements by The Mayor

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

XVI. Adjournment

Mayor and City Council Regular Session
Tuesday, April 7, 2026 at 6:30 PM
City Hall, 875 Main Street, Stone Mountain, Georgia 30083



Minutes

Mayor and Council: Jelani Linder – Mayor | Post 3: Mayor Pro Tem Ryan Smith Post 1: Council Member Anita Bass | Post 2: Council Member Mark Marianos Post 4: Council Member Kay Nunez Post 5: Council Member | Hub Jordan Post 6: Council Member Elaine Vaughn

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

Mission Statement: The City of Stone Mountain serves our residents, businesses, and visitors by providing an enhanced quality of life and a unique sense of place, guided by trust and integrity.

I. Call to Order

Mayor Linder called the meeting to order at 6:30 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 Kay Nunez, Council Member: Post 5 Hub Jordan, and Council Member: Post 6 Elaine Vaughn

III. Invocation and Pledge

Mayor Linder led a 60-second moment of silence, followed by the Pledge of Allegiance

IV. Citizen Comments/Including comments from public/stakeholders

Citizen Comment 1: Joan Monroe – Discussed the posted meeting management rules were done without an ordinance and is an ethics violation. Items that are not budgeted are against the City’s Code. Park no longer teaching is a lost cause, donate trips to the zoo.

Citizen Comment 2: Cheryl Dudley – Mention excitement for the (3) developments. The Park has a new operator. The Monument Strengthening Bill did not pass.

Citizen Comment 3: Beverly Patterson– Concerned about the Visitor Center and the budget. City Management was supposed to change something in the budget. 50,000 titled “other” in the Visitor budget is not transparent.

Citizen Comment 4: Carl Wright – JBR has had potholes for over (8) years. Questioned when is the bridge opening on JBR and Ridge. Supports the appointment of Bobby Singleton to the DDA Board. The City spent money on the investigation of the previous Mayor and closure is needed.

Citizen Comment 5: Karylyn Sanderson – Discussed concerns of air traffic – sleep is being interrupted

every night – action and an explanation is needed. Concerned about the upcoming election and – would like some type of resolution. Mentioned there are no services in Parks and Recreation, what are families to do for the summer. Officers sat and watched while at the Community Garden , meanwhile trash is overflowing.

Citizen Comment 6: Dave Thomas – Discussed the pending vote of the museum and the contract to the Historic Society – cautions the mission of the Historic Society and they should be held accountable.

Citizen Comment 7: C. Monroe – Mentioned the new rule of needing the residents’ address to leave a public remark. Questioned how to preserve the past. Confederate tourism – will not stand. Need to fund programs that make sense and are a return on investment for the city.

Note: (1) comment was not recorded. Speaker did submit an address for the record.

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

- 1. Consideration of an action on a request to approve March 17, 2026 Meeting Minutes

ACTION: MOTION TO APPROVE MARCH 17, 2026 MEETING MINUTES AS PRESENTED

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 Kay Nunez, Council Member: Post 5 Hub Jordan, and Council Member: Post 6 Elaine Vaughn

MOTION PASSED UNANIMOUSLY

VIII. **Reading of Communications – None**

IX. **Adoption of The Agenda of The Day**

ACTION: MOTION TO ADOPT THE AGENDA OF THE DAY AS AMENDED TO REMOVE NEW BUSINESS ITEM #4 AGREEMENT WITH ATLANTA OFFICE MACHINES FROM THE AGENDA

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 4 Kay Nunez, Council Member: Post 5 Hub Jordan, and Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)

X. **Council Policy Discussion Topics – None**

XI. **Unfinished Business – None**

XII. **New Business**

- 1. Consideration of an action on a request to appoint a new Downtown Development Authority (DDA) Board Member Robert Singleton to fill an unexpired vacant seat, requested by City Manager Maggie Dimov

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ACTION: MOTION TO APPROVE TO APPOINT A NEW DOWNTOWN DEVELOPMENT AUTHORITY (DDA) BOARD MEMBER ROBERT SINGLETON TO FILL AN UNEXPIRED VACANT SEAT

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 Kay Nunez, Council Member: Post 5 Jordan Hub, and Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)

- 2. Consideration of an action on a request to approve a lighting agreement with Georgia Power Company for the new parking lot at 865 Main Street, requested by Public Works Director Mike Helton

ACTION: MOTION TO APPROVE A LIGHTING AGREEMENT WITH GEORGIA POWER COMPANY FOR THE NEW PARKING LOT AT 865 MAIN STREET

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 4 Kay Nunez, Council Member: Post 5 Jordan Hub, and Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)

- 3. Consideration of an action on a request to approve the purchase and installation of a Verkada PTZ camera to cover the new parking lot located at 865 Main Street and Resolution 2026-03 Budget Amendment to cover the expense of the purchase, requested by Lt. Bob Hillis

ACTION: MOTION TO APPROVE THE PURCHASE AND INSTALLATION OF A VERKADA PTZ CAMERA TO COVER THE NEW PARKING LOT LOCATED AT 865 MAIN STREET

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 4 Kay Nunez, Council Member: Post 5 Hub Jordan, and Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)

ACTION: MOTION TO APPROVE RESOLUTION 2026-03 BUDGET AMENDMENT TO COVER THE EXPENSE OF VERKADA PARKING LOT CAMERAS LOCATED AT 865 MAIN STREET

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 4 Kay Nunez, Council Member: Post 5 Hub Jordan, and Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)

- 4. Consideration of an action on a request to approve professional services for the clean-up project at The Depot, requested by City Manager Maggie Dimov

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ACTION: MOTION TO APPROVE PROFESSIONAL SERVICES FOR THE CLEAN-UP PROJECT AT THE DEPOT WITH HANDYMAN SERVICES

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 4 Kay Nunez, Council Member: Post 5 Hub Jordan, and Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)

- 5. Consideration of an action on a request to approve professional annual services for Museum Programming at The Depot, requested by City Manager Maggie Dimov

Mayor Linder recused himself from the discussion as he stated his wife serves on the Historic Society Board.

Historic Society President Mary Beth Reed appeared before the governing body to present the proposed vision for the museum, as outlined in the submitted proposal. She provided an overview of the goals, intended programming, and long-term direction for the museum’s development.

The governing body discussed the presentation and offered feedback on the overall vision. Key points of discussion included the potential establishment of a volunteer program to support museum operations, the importance of developing a cohesive branding and marketing strategy to promote the museum and ensuring that Shermantown is meaningfully included and represented within museum tours and related educational programming.

XIII. New Ordinances and Resolutions

- 1. Resolution 2026-04 Georgia Cities Week, requested by City Clerk Shavala Ames

ACTION: MOTION TO APPROVE RESOLUTION 2026-04 GEORGIA CITIES WEEK

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 4 Kay Nunez, Council Member: Post 5 Hub Jordan, Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)

XIV. Remarks of Privilege

- 1. Council Member Vaughn thanked and commended the team for moving on items that were discussed at the Mayor and Council Retreat.

XV. Announcements by the Mayor

- 1. Mayor Linder offered condolences on the passing of former Police Chief Troutman’s son and Nann Nash; recognized the success of the Easter Egg Hunt, Pancake Breakfast, and Wrestling event that took place in the City.

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

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ACTION: MOTION TO GO INTO EXECUTIVE SESSION AT 7:44 P.M. TO DISCUSS REAL ESTATE, LITIGATION, AND PERSONNEL

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 Kay Nunez, Council Member: Post 5 Hub Jordan, and Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)

ACTION: MOTION TO ADJOURN EXECUTIVE SESSION AND RECONVENE THE CITY COUNCIL MEETING AT 8:04 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 Kay Nunez, Council Member: Post 5 Hub Jordan, and Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)

XVII. **Adjournment**

ACTION: MOTION TO ADJOURN THE MEETING 8:05 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 Kay Nunez, Council Member: Post 5 Hub Jordan, and Council Member Post 6: Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)

Jelani Linder, Mayor

Shavala Ames, City Clerk



Mayor and City Council Regular Session Minutes

Tuesday, April 21, 2026 at 6:30 PM

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

Minutes

1 **Mayor and Council: Jelani Linder – Mayor | Post 3: Mayor Pro Tem Ryan Smith | Post 1: Council**
2 **Member Anita Bass | Post 2: Council Member Mark Marianos | Post 4: Council Member Kay Nunez**
3 **Post 5: Council Member Hub Jordan | Post 6: Council Member Elaine Vaughn**

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

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8 Mission Statement: The City of Stone Mountain serves our residents, businesses, and visitors by
9 providing an enhanced quality of life and a unique sense of place, guided by trust and integrity.

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11 **I. Call to Order**

12 Mayor Linder called the meeting to order at 6:30 P.M.

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14 **II. Determination of Quorum**

15 PRESENT: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro
16 Tem: Post 3 Ryan Smith, Council Member: Post 4 Kay Nunez, Council Member: Post 5 Hub Jordan,
17 and Council Member: Post 6 Elaine Vaughn

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19 **III. Invocation and Pledge**

20 Mayor Linder led a 30-second moment of silence, followed by the Pledge of Allegiance

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22 **IV. Citizen Comments – Including comments from public/stakeholders**

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24 **Citizen Comment 1: Bill Marsh** – Discussed parking lot issues and would like to see action taken
25 to open the new parking lot.

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27 **Citizen Comment 2: Joan Monroe** – Discussed details of the HPC report. WLA Studios are not
28 listed with the state. Expressed concern that there are no crime reports.

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30 **Citizen Comment 3: Karylyn Sanderson** – Expressed concerns regarding the submission timeline
31 of the RFQ proposal for the museum, as well as questions related to the structure and
32 implementation of other entities involved in museum management and operations.

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34 **Citizen Comment 4: Ginger Criswell** – Requested that the City do something about the control of
35 traffic when the bridge opens at JBR. Shared concerns of Willow Lake and urge people to embrace
36 the community. Discussed the clean up near Willow Lake spearheaded by Commissioner Johnson
37 and the falling Stone Mountain Village sign.

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39 **Citizen Comment 5: C. Monroe** – Concerns were raised regarding the need to repair the
40 microphone system. It was also noted that decisions made by the City Council should be guided by
41 sound policy and a commitment to achieving the best outcomes for the community. Additionally,

concerns were expressed regarding the camping ordinance, noting that it presents potential challenges and unintended consequences.

Note: (1) comment was not recorded. Speaker did submit an address for the record.

V. Review of the Journal - None

VI. Reading of Communications - None

VII. Adoption of The Agenda of The Day

ACTION: MOTION TO APPROVE THE AGENDA OF THE DAY AS PRESENTED

Motion made by Mayor Pro Tem: Post 3 Ryan Smith, Seconded by Council Member: Post 4 Kay Nunez

Voting Yea: Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Kay Nunez, Council Member: Post 5 Hub Jordan, Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)

VIII. Committee Reports

ACTION: MOTION TO MOVE FORWARD WITH REPORTS AS SUBMITTED WITH NO VERBAL UPDATES

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

Voting Yea: Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Kay Nunez, Council Member: Post 5 Hub Jordan, Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)

- 1. Stone Mountain Community Garden – Council members noted that progress has been made on the bathrooms
- 2. Planning Commission – Report Submitted as Written (No Verbal Updates)
- 3. Historic Preservation Commission - Report Submitted as Written (No Verbal Updates)

IX. Staff Reports

- 1. Public Safety - Police Chief James Westerfield – reviewed report as outlined in the meeting packet.

City Council members raised several inquiries to the Police Chief, including a request for a report on vacant properties, clarification regarding a homicide case referenced in the presented police statistics, and a desire for enhanced parking enforcement. Chief Westerfield also provided an update on the anticipated timeline for proposed ordinances related to juveniles and loitering.

Additional discussion was held regarding the traffic signal at the intersection of Main Street and Mountain Street, and the Chief confirmed that the signal is under the jurisdiction of DeKalb County.

96 X. **City Manager's Report**

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98 1. Operations Report – City Manager Maggie Dimov – reviewed report as outlined in the meeting packet.

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100 City Council members inquired about several ongoing projects and administrative matters, including the
101 timeline for outdoor gym repairs, the use of SPLOST funding for street paving, parking concerns on
102 Second Street, and a missing sign on Ridgemere Court.

103
104 Additional discussion included self-watering planters and landscaping improvements, finance and audit-
105 related matters, and aligning future Council agendas with the priorities established during the Council
106 retreat. An update was also requested regarding the status of the caboose.

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108 2. Discussion update on partnership with Discover Dekalb

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110 James Tsismanakis with Discover Dekalb came forward to discuss how the City will benefit from their
111 services. A video presentation was shown of give an idea of the services offered.

112
113 City Council expressed appreciation for the update and asked questions regarding printing marketing
114 materials in magazines, return on investment for the services and utilizing influencers to obtain and push
115 content.

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117 **NO ACTION TAKEN**

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119 XI. **Council Policy Discussion Topics - None**

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121 XII. **Unfinished Business**

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123 1. Consideration of an action on a request to approve Change Order No. 3 regarding the Zachary Court
124 and Ridgemere Court paving project, requested by City Manager Maggie Dimov

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126 The governing body expressed concerns regarding the paving project, including the source of funding in
127 relation to SPLOST II, the need to address existing stormwater issues, and the prioritization of Zachary
128 Court due to its condition and need for paving.

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130 Additional discussion was held regarding the use of core samples and the differences between concrete
131 and asphalt materials.

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133 After further deliberation, the governing body agreed to defer the item to a future meeting once the City
134 has a clearer understanding of the status of SPLOST funds.

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136 **ACTION: MOTION TO TABLE CHANGE ORDER NO. 3 REGARDING THE ZACHARY COURT
137 AND RIDGEMERE COURT PAVING PROJECT UNTIL THE MAY 5, 2026 CITY COUNCIL
138 MEETING**

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

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142 **Voting Yea:** Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor
143 Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Kay Nunez, Council Member: Post 5 Hub
144 Jordan, Council Member: Post 6 Elaine Vaughn

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146 **MOTION PASSED (UNANIMOUSLY)**

- 148 2. Consideration of an action on a request to approve Change Order No. 2 for the City Hall parking lot
- 149 project, closeout of the parking lot project and approval of the fence component removal and material
- 150 reimbursement, requested by City Manager Maggie Dimov

ACTION: MOTION TO TABLE CHANGE ORDER NO. 2 FOR THE CITY HALL PARKING LOT PROJECT, CLOSEOUT OF THE PARKING LOT PROJECT AND APPROVAL OF THE FENCE COMPONENT REMOVAL AND MATERIAL REIMBURSEMENT UNTIL THE MAY 5, 2026 CITY COUNCIL MEETING

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 4 Kay Nunez, Council Member: Post 5 Hub Jordan, Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)

XIII. New Business

- 166 1. Consideration of an action on a request to utilize the Historic Preservation Fund Grant on a
- 167 Consultant Contract with WLA Studio, requested by Planning Manager Tamaya Huff

169 Planning Manager Tamaya Huff provided a general overview of WLA Studios and their professional

170 credentials.

172 City Council discussed the proposal and suggested considering the preservation of historical homes in

173 lieu of designating a centralized historical district. Concerns were also expressed regarding the potential

174 impact on homeowners and whether the process could create undue hardship.

175 Additional discussion was held regarding the scope of work, with questions raised about project

176 boundaries and overall limits of the proposed study or initiative.

ACTION: MOTION TO APPROVE TO UTILIZE THE HISTORIC PRESERVATION FUND GRANT ON A CONSULTANT CONTRACT WITH WLA STUDIO

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 4 Kay Nunez, Council Member: Post 5 Hub Jordan, Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)

XIV. New Ordinances and Resolutions

- 191 1. Resolution 2026-05 Employee Benefits

ACTION: MOTION TO APPROVE RESOLUTION 2026-05 EMPLOYEE BENEFITS

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 4 Kay Nunez, Council Member: Post 5 Hub Jordan, Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)**2. Resolution 2026-06 City Bank Account Management****ACTION: MOTION TO APPROVE RESOLUTION 2026-06 CITY BANK ACCOUNT MANAGEMENT**

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 Kay Nunez, Council Member: Post 5 Hub Jordan, Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)**3. Ordinance 2026-03 – New Urban Camping – First Read Only – No Action****4. Ordinance 2026-04 – Loitering Amendment – First Read Only – No Action****5. Ordinance 2026-05 – Curfew Regulations – First Read Only – No Action****XV. Remarks of Privilege**

Council Member Bass discussed activating the Neighborhood Watch initiative through the Ambassadors Program; Council Member Marianos congratulated Chief Westerfield on 20 years of service; Council Member Nunez encourage the community to follow the social media outlets; Council Member Jordan recognized Council Member Vaughn as being named a trailblazer in the community.

XIV. Announcements by The Mayor – Mayor Linder encouraged all elected officials to attend the State of Dekalb to be held on May 7, 2026.**XV. Executive Session to Discuss Litigation****ACTION: MOTION TO GO INTO EXECUTIVE SESSION AT 8:46 P.M. TO DISCUSS LITIGATION**

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 4 Kay Nunez, Council Member: Post 5 Hub Jordan, and Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)**ACTION: MOTION TO ADJOURN EXECUTIVE SESSION AND RECONVENE THE CITY COUNCIL MEETING AT 9:02 P.M. - (2) ITEMS DISCUSSED IN EXECUTIVE SESSION**

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 Kay Nunez, Council Member: Post 5 Hub Jordan, and Council Member: Post 6 Elaine Vaughn

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MOTION PASSED (UNANIMOUSLY)

XVI. Adjournment

ACTION: MOTION TO ADJOURN MEETING AT 9:04 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 Kay Nunez, Council Member: Post 5 Hub Jordan, and Council Member: Post 6 Elaine Vaughn

MOTION PASSED (UNANIMOUSLY)

Jelani Linder, Mayor

City Clerk, Shavala Ames

City of Stone Mountain

Funding Overview & Available Balances
(Unaudited – Subject to Final Reconciliation)
SPLOST I | SPLOST II | ARPA | Small City IGA

Executive Summary

Completed review of 2025 financial activity

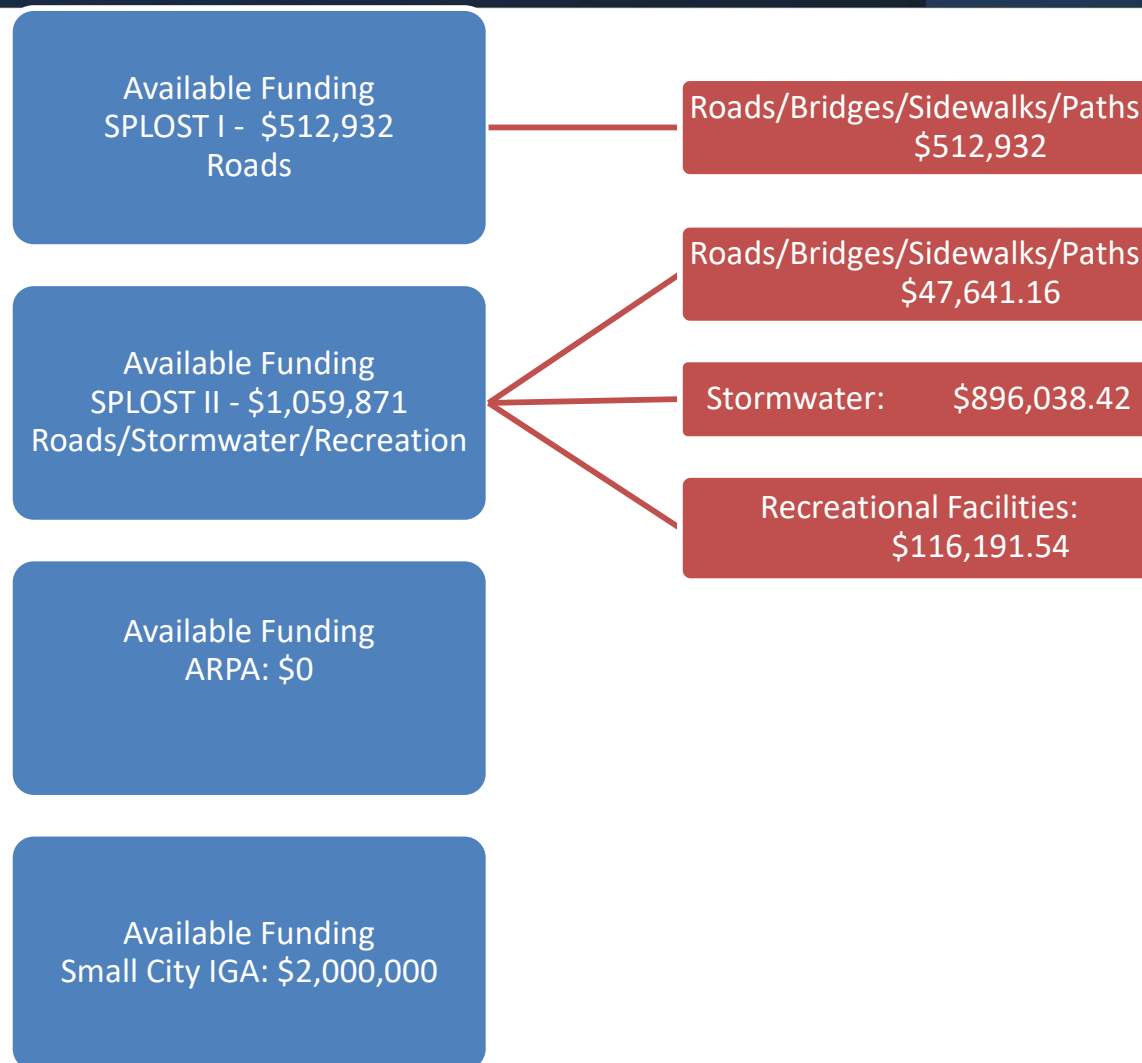


Reconciliation of expenditures across funds



Corrected prior misclassifications to reflect true balances

Available Funding Snapshot



SPLOST I

Available
Funding:
\$512,932

Adjusted for prior
interfund activity
& corrections

Represents true
available funding

SPLOST II

Available Funding
(as of March
31/2026):
\$1,059,871

Reclassified
expenses to
proper funds

Reflects only
eligible SPLOST II
expenditures

ARPA / SLFRF (Closed Program)

Total Allocation:
\$2,345,554

Fully Expended on Eligible
Projects

Final balances established
through reconciliation,
journal entries and cash
realignments, and will be
confirmed during audit

Small City IGA

- Available: \$2,000,000
- No expenditures
- Will be moved to separate fund and bank account
- Required by agreement (no commingling)

What This Means for Projects

SPLOST I: \$512K
available

SPLOST II as of
3/31/2026 :
\$1,059,871

IGA: \$2M available

* All funding
must align projects
with funding
restrictions

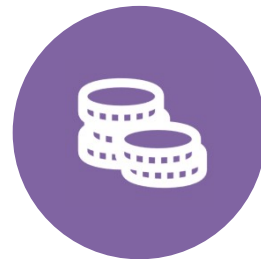
Next Steps



FINALIZE JOURNAL
ENTRIES AND CASH
TRANSFERS



COMPLETE AUDIT
PREPARATION &
SUPPORT



ALIGN FUNDING
SOURCES WITH
PROJECT PLANNING



PROVIDE UPDATED
FINANCIAL
REPORTING



REVIEW OF JOURNAL

		City Council Meeting Date:	May 5, 2026
Goal:	Public Works & Infrastructure – Capital Project	Department:	City Manager Maggie Dimov
Agenda Title:	Consideration of an action on a request on Change Order No. 3 regarding Zachary Court and Ridgemere Court Paving Project		

Workplan Goal Details:
Public Works & Infrastructure - Implementing the paving project to improve roadway safety and long-term infrastructure reliability.
Agenda Item Description (Background/History/Details):
Council is asked to consider approval of a proposed change order for the Zachary Court and Ridgemere Court paving project. During construction, additional work was identified due to underlying street conditions, resulting in increased project costs beyond the original base bid. Stone Mountain 2025 SPLOST Paving Change Order #3, in the amount of \$39,277.30.
This item was tabled at the April 21, 2026 city council meeting.

Staff Recommendations (Motion):
Staff recommends the following:
Option 1: Approve the change order and increase the project budget to complete all planned paving work;
Option 2: Maintain the original base bid amount and reduce the project scope by paving fewer streets; or
Option 3: Proceed with paving one street at a time, allowing for phased construction and minimizing the need for multiple change orders as conditions are assessed.

Mayor’s Signature Required:	YES	NO
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List Attachments:
1. Change Order #3 Document and 2025 SPLOST Summary

Budgeted Yes/No	Fund Name & Code	City Manager’s Initials
Yes	SPLOST I (One): Currently Available \$512,932 - Roads	MD



STORM DRAIN - ASPHALT - CONCRETE

Change Order 3

Stone Mountain 2025 SPLOST paving

2/12/2026

Base Contract	\$ 753,247.50
C.O.1	\$676,939.50
C.O.2	\$122,844.25
C.O.3	TBD
Current Contract	\$1,553,031.65
Earned through Payapp 3	\$1,126,038.45
Funds Remaining	\$426,993.20

Ridgemere	\$24,189.75	Base
	\$226,891.75	Subsurface
		\$251,081.50
Zachary	\$113,000.00	Base
	\$102,189.00	Subsurface
		\$215,189.00
Total		\$466,270.50

Projected to complete	\$466,270.50
Funds Remaining	\$426,993.20
Change Order 3	\$39,277.30

*This does not include any unforeseen conditions/circumstances encountered in the field

2747 South Stone Mountain Lithonia Road
P.O. Box 633
Lithonia, GA 30058
770-482-1597
770-482-4422
info@aspaving.com
www.aspaving.com



STORM DRAIN - ASPHALT - CONCRETE

2/12/26

Change Order 3

Re: City of Stone Mountain
2025 SPLOST Resurfacing Project

Ridgemere Court

75 x 75

648 x 23.5

2,317 sy

Base Bid	Asphalt 9.5mm	125.50 tons	@130.00	=	\$16,315.00
	Milling 1.5"	1,211.50 sy	@ 6.50	=	<u>\$ 7,874.75</u>
			Total		\$24,189.75
Additional:	Fabric	2,317.00 sy	@\$15.00	=	\$ 34,755.00
	Asphalt 19mm 2"	254.87 tons	@125.00	=	\$31,858.75
	Milling Additional				
	up to 9"	2317.00 sy	@39.00	=	\$90,363.00
	GAB 6"	579.15 cy	@100.00	=	\$57,915.00
	Traffic Control	1.00 ls	@12,000.00	=	<u>\$12,000.00</u>
			Total		\$226,891.75

Grand Total for Ridgemere Ct. \$251,081.50

This does not include any unforeseen conditions/circumstances encountered in the field

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STORM DRAIN - ASPHALT - CONCRETE

Change Order 3

2/12/26

Re: City of Stone Mountain
2025 SPLOST Resurfacing Project

Zachary Court

Base Bid Alternate:					<u>\$113,000.00</u>
			Total Base		\$113,000.00
Additional:	Fabric	959.50 Sy	@15.00	=	\$14,392.50
	Unclassified Excav 8"	213.00 cy	@232.00	=	\$49,416.00
	GAB 8"	255.87 cy	@150.00	=	\$38,380.50
			Total		\$102,189.00

Grand Total for Zachary Ct. **\$215,189.00**

This does not include any unforeseen conditions/circumstances encountered in the field

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www.aspaving.com

Stone Mountain 2025 SPLOST paving

1/16/2026 updated

	Base contract	\$	753,247.50	
	C.O. 1	\$	676,939.90	
	C.O. 2	\$	122,844.25	
pending	C.O. 3	\$	-	TBD
	Current contract	\$	1,553,031.65	
	earned through Pay app 3	\$	1,126,038.45	\$ 426,993.20 funds remaining
<hr/>				
	projected to complete	\$	466,270.50	\$ 39,277.30 C.O. 3 needed

Remaining Two Streets

Ridgemere	\$	24,189.75	base
	\$	226,891.75	sub surface
			\$ 251,081.50
Zachary	\$	113,000.00	base
	\$	102,189.00	sub surface
			\$ 215,189.00
			\$ 466,270.50
projected to complete	\$	466,270.50	
	\$	39,277.30	

Change order expansion	C.O. 1	North Rockborough	\$	84,124.50	adverse subsurface conditions - unforeseen circumstances
	C.O. 1	San Pablo	\$	391,402.75	extreme adverse subsurface - exposed earth at 1.5" of milling
	C.O. 1	East Rockborough	\$	109,252.65	adverse subsurface conditions - unforeseen circumstances
	C.O. 1	West Rockborough	\$	92,150.00	(estimated from initial exposure)
				\$ 676,929.90 Total C.O. 1	
	C.O. 2	West Rockborough	\$	122,844.25	(in addition to C.O.1 for actual completed)
				\$ 122,844.25 Total C.O. 2	



REVIEW OF JOURNAL

		City Council Meeting Date:	May 5, 2026
Goal:	Public Works & Infrastructure – Capital Project	Department:	City Manager Maggie Dimov
Agenda Title:	Consideration of an action on a request on the closeout of the Parking Lot Project and Approval of Fence Component Removal and Material Reimbursement		

Workplan Goal Details:	
Public Works & Infrastructure - Advancing the parking lot project to improve accessibility, enhance traffic flow, and support downtown economic activity through safe, efficient, and well-maintained public parking	
Agenda Item Description (Background/History/Details):	
<p>The City has completed construction of the parking lot project and is moving toward project closeout. During recent internal discussions regarding the associated fence component, the Finance Department raised concerns that the fence scope may be classified by auditors as a separate project, which may not be eligible for SPLOST funding.</p> <p>The City understands that R&B Developer has already procured fence materials in the amount of \$19,000 under the original project scope. The City acknowledges its obligation to reimburse these costs. To ensure compliance with funding requirements and facilitate project closeout, the City Engineer has been directed to prepare a change order removing the fence component from the current parking lot project. The parking lot project will then proceed to final closeout. The City will reimburse R&B Developer for the \$19,000 in materials and intends to repurpose these materials for a future project.</p> <p>This item was tabled at the April 21, 2026 city council meeting.</p>	

Staff Recommendations (Motion):	
Staff recommends the following:	
<ol style="list-style-type: none"> 1. Approve removal of the fence component from the parking lot project via change order; 2. Authorize project closeout of the parking lot improvements; and 3. Approve reimbursement to R&B Developer in the amount of \$19,000 for fence materials already purchased. 	

Mayor’s Signature Required:	YES	NO
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List Attachments:
1. Change Order: City Hall Parking Lot Project

Budgeted Yes/No	Fund Name & Code	City Manager’s Initials
Yes	SPLOST II	MD

Stone Mountain parking		4/15/2026	CHANGE ORDER NO. 2
Original contract	\$ 513,184.00		
Change Order 1	\$ 7,015.70		
Total contract w/ C.O.1	\$ 520,199.70		
Change Order 2 proposed		\$ (64,322.50)	reduction of fencing related items
	\$ 19,000.00		addition of fencing material purchased
		\$ 5,326.19	unit items final adjustments
Total C.O.2 contract adjustment		\$ (39,996.31)	net reduction
Total contract w/ C.O.2	\$ 480,203.39		
Earned thru Pay Application 4	\$ 461,203.39	Final earned	
Cost to purchase fence	\$ 19,000.00	*obligated per contract	
		\$ 480,203.39	Total due w/ C.O. 2 included

\$ 39,996.31 less than contract w C.O.1



REVIEW OF JOURNAL

		City Council Meeting Date:	May 5, 2026
Goal:	Economic Development – Strategic Project Implementation	Department:	City Manager Maggie Dimov
Agenda Title:	Discussion Item: Review of Presentations from Top Three Finalists - Development Advisory Services for The Lawn on Main Project		

Workplan Goal Details:

Economic Development: Advance the implementation of The Lawn on Main as a vibrant, mixed-use and tourism destination by incorporating a building component, a flexible special events space; public amenities - including green space, a splash pad, and picnic/seating areas. The project aims to enhance community gathering opportunities, support economic development, and create an active, family-friendly environment in the downtown district.

Agenda Item Description (Background/History/Details):

The City issued a Request for Proposals/Qualifications (RFP/RFQ) for Development Advisory Services for The Lawn on Main Project, with proposals due on April 20, 2026.

In response, the City received eight (8) proposals from qualified firms. Following an evaluation process, the top three (3) ranked firms - those most closely aligned with the City’s vision for the Lawn on Main and with demonstrated experience in similar projects - have been invited to present their proposals to Mayor and Council.

These presentations will provide an opportunity for Council to further evaluate each firm’s approach, experience, and alignment with project goals prior to identifying a finalist.

Staff Recommendations (Motion):

No formal action is required at this time. This item is for discussion and presentations only.

Mayor’s Signature Required:		NO
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List Attachments:

Presentations from the following companies: CBRE, JLL and 4PM

Budgeted Yes/No	Fund Name & Code	City Manager’s Initials
N/A	N/A	N/A



The Lawn On Main Project

Item # 1.

Development Advisory Services

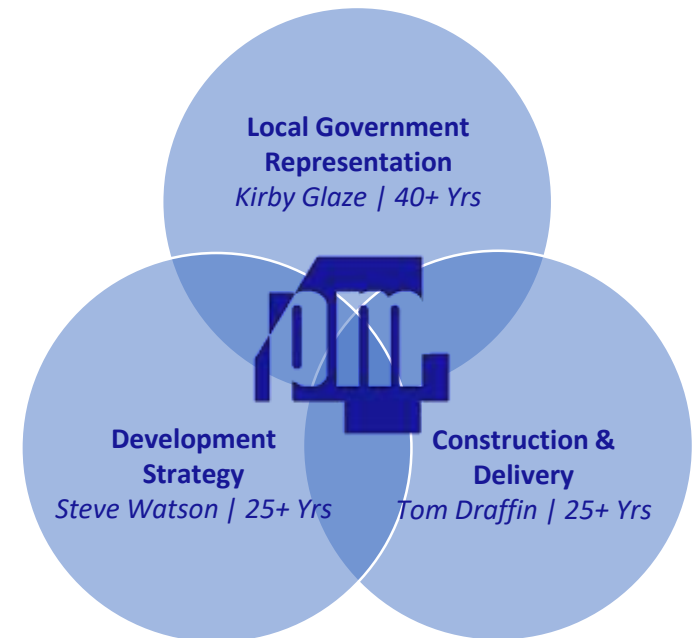
Why 4PM

- 25+ years serving Georgia municipalities
- \$500M+ civic projects delivered
- Owner's Representation ONLY (no developer conflicts)
- Direct Principal involvement on every project

What That Means for Stone Mountain

- Independent from developers & transactions
- Focused solely on protecting City's interests
- Aligned with Stone Mountain's goals – not deal volume
- Built to ensure projects are delivered, not just proposed

Integrated Experience Single Point Accountability



Our value is in the **focus, accountability, and commitment** we bring to ensuring your project **aligns with your vision, gets built, and performs.**

Experience

4PM Moves Projects Forward



Athens: Downtown Mixed-Use + Parking

The Challenge

- City wanted more than a standalone parking deck
- Limited economic activation
- Missed opportunity for integrated development

4PM's Role

- Positioned project as public-private mixed-use opportunity
- Structured developer selection and development approach
- Integrated public infrastructure with private investment

The Outcome

- Delivered mixed-use + structured parking
- Activated downtown site
- Created a financeable & executable project
- LEED certified



Albany: Public-Private Development (in progress)

The Challenge

- City & DDA selected Developer for historic hotel Project
- No coordination between vision and execution
- Procurement and development efforts misaligned

4PM's Role

- Established unified development framework
- Aligned City objectives with developer capabilities
- Structured process to function as a true public-private partnership

The Current Outcome

- Created alignment between public goals and private delivery
- Positioned project for successful execution
- Parties have agreed upon process to move towards construction



Augusta: Downtown Redevelopment (in progress)

The Challenge

- Initial Developer identified – but deal collapsed
- Site constraints (parking easement) created major limitations
- Second Developer required a restructured approach

4PM's Role

- Repositioned project as a structured public-private partnership
- Navigated constraints & redefined development framework
- Led negotiation of terms aligned with site realities

The Current Outcome

- New development for vacant public property
- Established viable path forward
- Structured agreement aligned with City/Developer

We don't just plan projects like this...
We structure, select & deliver them.

Project Understanding

Defining Success for The Lawn On Main



Tourism-Driven Development Must Be Market-Aligned

- Proximity to Stone Mountain Park is a strength, but not a guarantee
- Hotel performance depends on demand, seasonality and positioning
- Development must be grounded in realistic financial assumptions



Opportunity Must Be Structured to Attract Right Developer

- Not all developers are suited for destination-oriented projects
- The City must define the type of partner before going to market
- Structure drives the quality of responses – not just outreach



Public + Private Components Must Function as One Project

- Greenspace, amphitheater, & hotel must be integrated, not separate efforts
- Design, infrastructure, & Phasing must be coordinated from the outset
- Misalignment creates cost, delay, & operational challenges



Selection Must Be Based on Deliverability

- Strong concepts do not always translate into executable projects
- Evaluation must prioritize financial capacity, experience and realism
- Goal is a project that can be built, not just proposed.

Others will understand the project. We focus on understanding the City and delivering a project that reflects your goals.

Approach

Item # 1.



*Success Isn't Selecting The Most Impressive Developer.
It's Securing The Right PARTNER To Deliver The Project.*

Schedule + Cost



A CLEAR, EFFICIENT PATH TO DEVELOPER SELECTION

Our disciplined process ensures the right partner is selected and the best outcome is achieved for the City and the community.

OUR PROCESS IS DESIGNED TO DELIVER:

- ▶ Efficiency without sacrificing quality
- ▶ Transparency at every step
- ▶ Results aligned with the City's priorities



FEE STRUCTURE | Fee structure provided per RFP requirements.

Our structure prioritizes outcome – not transaction volume.



Development Advisory & Representation Services

The Lawn on Main



+ **CBRE**

Global Leader, Local Execution

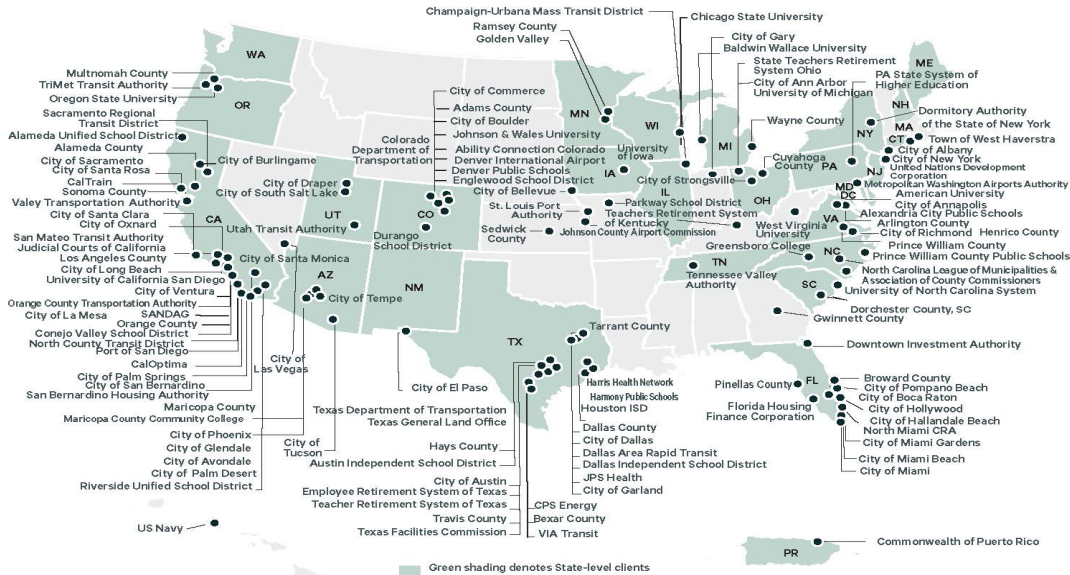
Trusted by 90% of the Fortune 100 and over 100 federal, state, and local government clients

<p>500+ OFFICES</p> <p>#1</p> <p>Most admired real estate company for 15 years in a row by Fortune</p>	<p>140,000+ EMPLOYEES</p> <p>11</p> <p>years consecutively one of the world's most ethical companies by Ethisphere</p>	<p>100+ COUNTRIES</p> <p>#128</p> <p>on the Fortune 500 list</p>
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CBRE offers access to a broad network of specialty groups including Public Institutions & Education Solutions, Hotels & Hospitality, and Retail.

- ## Deeply Rooted Local Market Expertise
- ✓ Specialists across relevant use types
 - ✓ Global marketing network
 - ✓ Development and place-making experts
 - ✓ Public sector and P3 specialists
 - ✓ Robust analytical platform for scenario analysis and financial modeling

Public Institutions & Education Solutions



CBRE Atlanta by the numbers in 2025

#1	70+	750+
Real Estate Firm in Atlanta/Stone Mountain	Years in Atlanta/Stone Mountain area	Professionals Statewide
4	3,000+	4,400
Offices Statewide	Total Transactions	Valuation Assignments Annually



Community-Centric Destination Projects

Hotels, Gathering Spaces, & Amenities



Gwinnett Place Mall, GA - Hotel, Green Space, Mixed Uses



City of Hollywood, FL - Hotel, Recreation Amenities, Mixed Uses, Golf



CRA of Pompano Beach, FL - Hotel, Green Space, Pedestrian, Amenities, Riverwalk, Mixed Uses



Dorchester County, SC - Hotel, Event Pavilion, Park & Memorial, Mixed Uses



Perimeter, Dunwoody, GA -
Rooms: 141
Affiliation: Aloft by Marriott
Consideration: \$4,500,000



Bonnet Creek Resort, Orlando, FL-
Rooms: 1,500 rooms
Financing: \$380 million of debt financing, \$52 million of mezzanine financing and \$110 million of equity financing that included a \$19 million key-money investment from Hilton



The Banks, Cincinnati, OH -
Rooms: 171
Affiliation: AC Hotel by Marriott
Consideration: \$3,000,000



The Driskill Hotel, Austin, TX -
Rooms: 189
Consideration: \$52,700,000

From Vision to Market-Ready Opportunity

Protect Long-Term Public Value

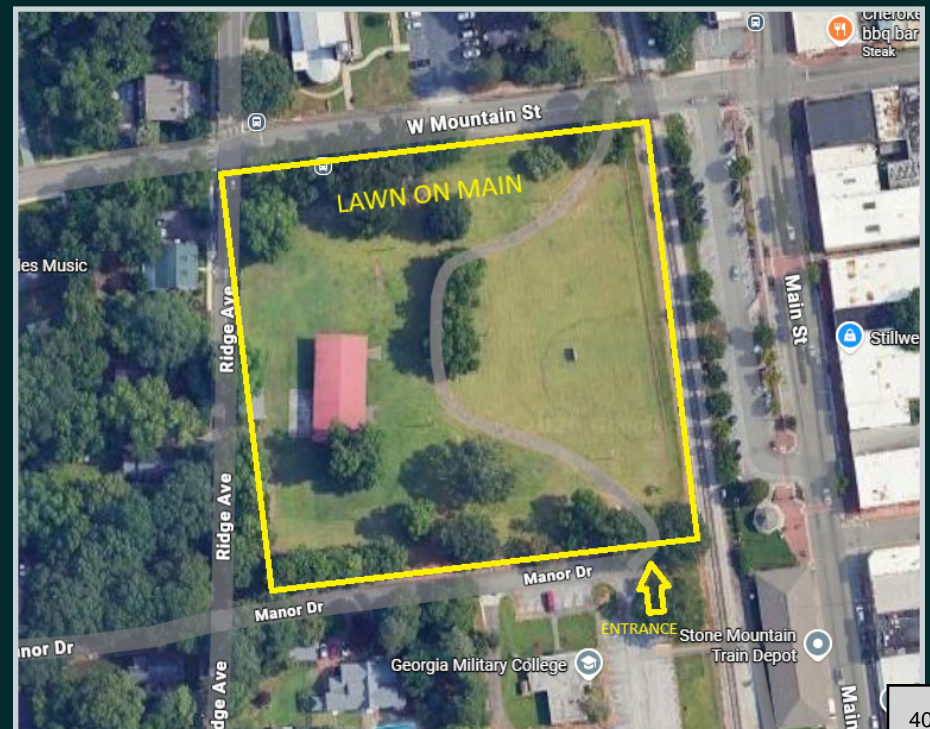
- City interests first; flexibility preserved — CBRE's responsibility is to earn the City's respect as a trusted advisor by prioritizing civic goals
- Transparent, defensible decision-making
- Maximize civic use + economic impact

Promote the Opportunity

- Once-in-a-generation downtown site (3.47 acres)
- Strong community vision + tourism goals
- Flexible outcomes still on the table

Shape the Vision

- Validate market, site fit, and feasibility assumptions for the preferred concept (hotel, mixed-use, and public amenities) relative to the City's site capacity, parking & phasing analysis
- Create a welcoming community place that supports Stone Mountain tourism
- Evaluate trade-offs—not prescribe outcomes



A Clear, Disciplined Path to Execution

1	2	3	4
<p>Due Diligence & Planning</p>	<p>Market Engagement</p>	<p>Proposal Evaluation, Partner Selection</p>	<p>Transaction Execution</p>
<p>Thoroughly plan, model, and structure the project to ensure it is market-viable and set up for success</p>	<p>Approach the market with a well-planned and conceived offering process to generate competitive, high quality responses, while protecting your interests.</p>	<p>Provide development and construction professionals to examine developer proposals for assumptions and risks that may impact the project's viability.</p>	<p>Upon client approval negotiate documentation to secure the project; provide additional support to secure end uses, provide optional owner's representation and leasing services</p>
<p>CBRE will work with the City to translate the site plan into a clear development strategy and valuation baseline. This will include:</p> <ul style="list-style-type: none"> - Confirm project understanding and City goals and preferences - Prepare preliminary valuation and assess market support for desired use types including hotel, outdoor space, and retail - Model various transaction and financing structures and corresponding financial/operational implications - Evaluate phasing strategies and use-mix implications on value and risk - Scenario planning for the hotel location and corresponding impact on project financials - Address questions relating to parking feasibility and capacity - Frame economic parameters that balance long-term ownership objectives with near-term developer feasibility 	<p>Leveraging CBRE's national mixed-use and developer coverage platform, we will design and manage a targeted marketing process to identify qualified development partners with demonstrated experience in complex, phased, mixed-use projects delivered under ground-lease structures. CBRE will:</p> <ul style="list-style-type: none"> - Prepare comprehensive offering materials highlighting the site, entitlements, vision, and partnership objectives - Identify and pre-qualify developers aligned with the City's ownership and control priorities - Conduct global marketing and outreach and manage market engagement 	<p>CBRE will lead the evaluation of developer responses with the City through a structured, objective framework, including:</p> <ul style="list-style-type: none"> - Comparative economic analysis of proposed ground lease terms - Assessment of developer capitalization, balance sheet strength, and execution capability - Review of proposed phasing, design collaboration, and community integration - Identification of key risks, assumptions, and deviations from the City's stated objectives <p>CBRE will distill complex proposals into clear, decision-ready comparisons to support the City's internal governance and decision-making processes.</p>	<p>CBRE will lead negotiations in partnership with the City to finalize and secure documentation governing the project including but not limited to:</p> <ul style="list-style-type: none"> - Letter of Intent - Land Leases - Development and Operating Agreements <p>CBRE often continues to represent the client with Owner's Representative Services during the construction phases of P3s and redevelopments to:</p> <ul style="list-style-type: none"> - Ensure delivery to specifications - Drive cost savings through design review services and audits - Ensure the developer delivers its commitments on time by maintaining project schedules and accountability - Provide ongoing solicitation of end users and leasing services in support of project activation

Our process has withstood media interest, bid protests, and passed voter referenda

Proposed Timeframe & Associated Costs

Proposed Schedule

We estimate a project timeline between 12-18 months.

- **May 2026:** Contract Award and Execution
- **June - July 2026:**
 - Review proposed project with City team
 - Assess site capacity, phasing, parking, and other feasibility factors
 - Evaluate potential transaction structures
 - Seek stakeholder feedback where appropriate
 - Present findings to City
- **August - September 2026:**
 - Incorporate feedback and modifications to project plan where appropriate
 - Seek consensus from City decision-makers
- **October - December 2026:** Prepare and finalize developer solicitation incorporating prior findings
- **January - March 2027:** Begin marketing and release developer solicitation
- **March 2027:** Proposals due
- **Ongoing:** Council briefings and presentations as required
- **April 2027:**
 - City evaluates proposals with CBRE analysis support
 - Shortlist presentations
- **Ongoing:** Council briefings and presentations as required
- **June 2027:** City awards project
- **July - September 2027:** Finalize all binding agreements

Associated Costs

- Monthly retainer payable by the City of \$20,000 throughout execution period.
- Success Fee (paid within 30 days of project completion) for Development Advisory Services **by the selected Developer, calculated on the Total Project Cost** on a sliding scale as listed below.

SERVICE	PAID BY	AMOUNT	TIMING
Consulting services for project planning, marketing, RFP development and distribution, bid analysis and documentation	City of Stone Mountain	\$20,000 / Month	Monthly upon notice to proceed
Transaction and development advisory brokerage	Developer	Per sliding scale listed below	30 days of execution of development agreement

SUCCESS FEE	TOTAL PROJECT COST TRANCHE
3.50%	\$0 - \$10 M
3.00%	\$10 M - \$20 M
2.50%	\$20M - \$30 M
2.00%	\$30 M - \$50 M
1.50%	\$50 M - \$100 M
0.95%	\$100 M or greater

Why CBRE?

- ✓ Proven track record of performance
- ✓ Speciality practice areas for your desired use types
- ✓ A global to local approach to leave no stone unturned
- ✓ End-to-end advisory from initial site analysis to final project delivery

Your trusted advisor.

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Who We Are and Why This Matters

- ▶ We are a real estate advisory firm that works with cities across the country.
- ▶ We help communities plan major civic and destination projects:
 - Invest Atlanta
 - City of Chino
 - City of Alpharetta
- ▶ We think like developers and leverage our proprietary data to engage the development community.
- ▶ The Lawn on Main is defining opportunity for Stone Mountain.
- ▶ This project helps the City shape how it is seen by the community and become a destination for the region and beyond.

Key Message

- ▶ This is not just a development project. It is a chance for Stone Mountain to define its identity and future.

Public Institutions



Ryan Fetz
Transaction and
Local Government
Project Lead
Atlanta, GA

Project and Development Services



Patrick Deveau
Project Co-Lead
Development Advisory
Atlanta, GA

Tourism and Destination Advisory



Dan Fenton
Project Co-Lead and
Stakeholder Engagement



Scott Beck
Project Co-Lead and
Stakeholder Engagement



KK Loy
Project Manager
Atlanta, GA



Mitchel Anzivino
Financial Strategy,
Venue Planning



Annie Satin
Financial Strategy,
Destination
Development



Abigail Harrod
Venue Planning,
Destination
Development

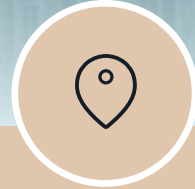


A Local Team with National Destination Experience



Our Team Approach

- A core, hands-on team that will work directly with the City
- Supported by a broader bench of specialists as needed



Local Knowledge

- Atlanta-based leadership with experience working in and around Stone Mountain
- Direct familiarity with Main Street, historic assets, and local challenges



National Experience

- Destination, tourism, and hotel expertise from projects across the U.S.
- Experience scaling big ideas appropriately for small and mid-sized communities

This project needs local understanding, destination thinking, and national experience. What makes our team different is that all three are working together—not separately.

Destination and Venue Advisory



200+
U.S. market/
feasibility studies



100+
Public assembly
facilities



100+
Tourism and
destination planning
clients

Project Strategy and Approach - From Name to Place

Stone Mountain Today

A city with deep character, history, and pride.



Stone Mountain Tomorrow

A destination experience that is unmistakably Stone Mountain.



How We Think About This Project

- Every community is different and this project must reflect Stone Mountain's character
- The goal is a place residents are proud of and visitors seek out

What We Will Focus On

- Protecting historic character and sense of place
 - Creating a real experience, not just building
- Making sure new development fits Stone Mountain, not the other way around

Schedule, Costs & Public Accountability



CITY OF
**STONE
MOUNTAIN, GA**

Total cost: \$250,000 | Fixed, Lump-Sum Advisory Fee

Predictable Fees

Our lump-sum fee ensures complete alignment with the City's interests and avoids any potential conflicts of interest.

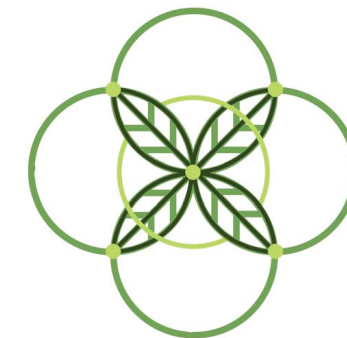
- Payments tied to completed milestones and deliverables
- No brokerage or transaction fees without separate authorization

Timeline

- About 8 months from start to selecting a development partner

Results to the City

- Market-tested development plan
- Qualified development partner selected through a defensible process
- Negotiated terms that protect public and financial interests



THE LAWN ON MAIN

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



Date:	May 5, 2026	City Council Meeting Date:	May 5, 2026
From:	Mike Helton	Department:	Public Works Director
Goal:	Public Works and Infrastructure	Presenter:	Mike Helton
Agenda Title:	Consideration of an action to approve a proposal with Civil Construction & Utilities for the repair of the sink hole and stormwater system at James B. Rivers Memorial and Forest Avenue.		
Audio/Visual Presentation:	No		

Workplan Goal Details:
Enhancing service delivery and quality of life through proactive maintenance and strategic capital improvements.
Agenda Item Description (Background/History/Details):
<p>This action provides repair of the stormwater infrastructure and street sink hole, at JBR Memorial and Forest Avenue. City staff began requesting quotes for the project In October 2025. The process continued until the end of January 2026. Mike Vasquez, the former Stormwater Manager, was overseeing the process during this period. Mr. Vasquez originally contacted five companies to obtain quotes. By the end of January 2026, Staff had obtained three quotes which included, R and B Developers, (94,161.00), Civil Construction and Utilities LLC, (\$71,573.40) and Venyscape, (\$38,500.00). Mike Vasquez prepared February 13, 2026, recommendation memo because of his quote process. It was determined that Venyscape, though a lower quote, did not submit their quote based upon detailed and relevant factors required. The staff recommendation was to award the project to the lowest responsive and responsible quoting company, Civil Construction and Utilities LLC. As a part of preparation prior to Council consideration, staff received direction to consult the City Engineer to review the project details, quotes received, and staff recommendations. The engineer concurred with staff recommendation regarding the quotes, but upon further review of the project found one item that required an addition of erosion control measures being added to the cost (\$2,650.00), and a one legal issue related to an easement that needed research. Negotiation/discussion was held with the Engineer and Civil Construction and Utilities, LLC, and the company provided an updated quote to reflect the increase of erosion control, so the total reflects the project cost of \$74,223.40. The funding for this project will be provided through stormwater SPLOST. If approved, the company advises they expect to be able to begin to arrive at the work site within four to five weeks. Weather pending, once the project starts it could expect to be completed in approximately three weeks.</p>

Staff Recommendations (Motion): Motion to Approve
Staff recommends the following: Motion to approve the quote proposal of Civil Construction and Utilities LLC for the repair of the stormwater project and street sink hole repair at the intersection of JMB Memorial and Forest Avenue in the amount of \$74,223.40.



Department Head Approval:	Mike Helton
City Manager Approval:	Miglana Dimov

Mayor's Signature Required:	YES	NO
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List Attachments:
<ol style="list-style-type: none"> 1. Staff recommendation dated February 13, 2026 2. Project quote received from Rand B Developer, Inc. (\$94,161.00) 3. Project quote received from Civil Construction and Utilities LLC (\$71,573.40) 4. Project quote received from Venyscapes, (\$38,500.00) 5. Adjusted quote received from Civil Construction and Utilities for engineer requirements (\$74,223.40)

Financial Information (MUST BE COMPLETE & PRE-APPROVED BY CITY MANAGER)

Budgeted Yes/No	Fund Name & Code	Current Balance	Requested Allocation	City Manager's Initials
Yes	Stormwater SPLOST II		\$74,223.40	MD

City of Stone Mountain

February 13, 2026

JBR Memorial/Forest Avenue Sinkhole - SUMMARY

At the intersection of JBR Memorial & Forest Avenue, we have CMP (corrugated metal pipe) stormwater pipe that runs underneath the street (JBR Memorial), alongside a home, and then into the receiving stream (Forest Avenue). The stormwater pipe that runs underneath the street has collapsed and caused a significant sinkhole to develop. It poses a serious public safety threat, and the sinkhole will get bigger with each rain event thus requiring immediate action. This is the #1 priority stormwater project for the City of Stone Mountain. The plate currently sitting over the sinkhole belongs to Dekalb County Watershed.

To address this issue, City of Stone Mountain Stormwater Administrator Mike Vasquez inspected the collapsed pipe and then contacted contractors to get quotes to fix.

- **Civil Construction & Utilities** - Onsite meeting on 1/5/2026 and quote received on 1/13/2026 of \$71,5673.40
- **Venyscape** - Onsite meeting on 1/5/2026, follow up on 1/21/2026, and quote received on 1/27/2026 \$38,500.00
- **R & B Developers** - Initial outreach 12/18/2025, onsite meeting scheduled for 1/5/2026, followed up on 1/21/2026, and quote received on 01/30/2026 of \$94,161.00

The next step is going with a contractor to do the job, and ***I highly recommend that we choose Civil Construction & Utilities.*** Civil Construction & Utilities can meet all the City of Stone Mountains stormwater repair needs, has qualified staff, and a great track record of work with the City of Stone Mountain and neighboring cities and counties. Although Venyscape is the lowest quotes, they don't have on staff engineers and they did not submit an itemized quote as requested by the City of Stone Mountain.

Also, the sooner we can give the green light to begin work the more money City of Stone Mountain stands to save with traffic control expenses due to JBR being shut down at the section for bridge repairs (CSX).

City of Stone Mountain – 875 Main Street, Stone Mountain GA. 30083
Phone: 770-498-8984 / Cell: 678-551-5129 Website: www.stonemountaincity.org

City of Stone Mountain

Mike Vasquez

Stormwater Administrator

City of Stone Mountain



City of Stone Mountain – 875 Main Street, Stone Mountain GA. 30083
Phone: 770-498-8984 / Cell: 678-551-5129 Website: www.stonemountaincity.org



R&B Developer, Inc

January 30, 2026

Mike Vasquez
Stormwater Administrator
Public Works Department
City of Stone Mountain

Re: RFQ – Storm Drainage - Road and yard installation work at JBR Memorial Dr and Forest Ave.
City of Stone Mountain

Dear Mr. Mike,

Please find our formal quote below in response to the RFQ for storm drainage work, which includes roadway crossing drainage improvements, repair of the existing double drop inlet to match roadway grade, installation of a new drop inlet, and yard storm drainage installation. The scope also includes tree removal, grading, traffic control, and associated work.

Item #	GDOT #	Description	Units	Qty	Unit Price	Total Price
5	150-1000	TRAFFIC CONTROL - 0015421	LS	1	\$4,275.00	\$4,275.00
10	210-0100	GRADING COMPLETE - 0015421	LS	1	\$57,140.00	\$57,140.00
		Storm Pipe -18 in RCP pipe	LF	28	\$162.00	\$4,536.00
		Storm Pipe At Yard	LF	80	\$102.00	\$8,160.00
		Asphalt	LS	1	\$9,500.00	\$9,500.00
		Drop Inlet - double	EA	1	\$2,850.00	\$2,850.00
		Drop Inlet Regular	EA	1	\$6,500.00	\$6,500.00
		Grassing	LS	1	\$1,200.00	\$1,200.00
Total Amount:						\$94,161.00

Note:

- Price includes all labor, equipment, insurance and project supervision.
- This RFQ **does not include bonding.**

We appreciate the opportunity to participate in this project and look forward to your review. Please don't hesitate to contact us with any questions or if additional documentation is required.

Thank you,

Haresh G. Kachchi
R&B Developer, Inc.
678-414-9789
hkachchi@rbdeveloper.net

R&B Developer Inc.
Email: Office@RBDeveloper.net / www.rbdeveloper.net

Civil Construction & Utilities LLC PO BOX 902 Jefferson, Georgia 30549 Phone - 770-560-9026					Customer : Job Name : Contact : Email : Phone :	City of Stone Mountain Forest Avenue Mike Vasquez mvasquez@stonemountaincity.org	Estimate # Date : 1/07/25 Purchase Order #
Item	Description	Qty.	Unit	Unit Cost	Total	Qty Completed	Total Billed
1	24 In ARCH RCP Replacement - Incl Bedding to spring line of pipe	48	LF	\$155.00	\$7,440.00		
2	24 In HDPE Pipe Replacement - Incl Bedding to spring line of pipe	77	LF	\$126.00	\$9,702.00		
3	24 In Headwall Complete	1	EA	\$2,500.00	\$2,500.00		
4	GDOT Junction Box Complete	1	EA	\$7,500.00	\$7,500.00		
5	GDOT Grate Inlet Complete	2	EA	\$8,100.00	\$16,200.00		
6	Type 3 Rip Rap	10	SYDS	\$185.00	\$1,850.00		
7	Slope Matting	180	SYDS	\$2.65	\$477.00		
8	Seed and Straw	180	SYDS	\$0.58	\$104.40		
9	Curb and Gutter Removal and Replacement	40	LF	\$55.00	\$2,200.00		
10	Street Cut Removal and Replacement (8 inch concrete cap)	35	SYDS	\$172.00	\$6,020.00		
11	Grading Complete	1	EA	\$5,500.00	\$5,500.00		
12	Mobilization and Demobilization	1	EA	\$2,500.00	\$2,500.00		
13	Traffic Control	1	LS	\$9,580.00	\$9,580.00		
**	Trees and shrubs to not be replaced.						
TOTAL COST					\$71,573.40		
Jason Freeland - President Jason@CC-U.Net Cell - 770-560-9026		This agreement is entered and agreed upon details of the estimate provided. All estimates are valid 30 day upon receipt			Accepted: _____ Customer : _____ Date : _____ Payment Terms Net 30		



Venyscapes

3955 Flintridge Drive | Stone Mountain, Georgia 30083
4048861751 | venyscapes@gmail.com | Venyscapes.com

RECIPIENT:

City of Stone Mountain
Stone Mountain, Georgia

Estimate #904

Sent on Jan 27, 2026

Total \$38,500.00

Product/Service	Description	Total
Storm drain	<p>Replace this section of storm drain. The first section is a 24 inch concrete reinforced drain pipe. Then we will transition to hdpe drainage pipe.</p> <p>* We will first cut a section of the road and will start the process of removing the old pipes , asphalt and dirt. Once we have a clear trench then we will add gravel and start to compact the gravel. We will add the pipes and hopefully add enough new pipe to let the cars through and we will work on the other half.</p> <p>Once we get both sides installed then we will add gravel to the sides of the pipes only in the road. Once the pipes are covered we will add the hot asphalt and will compact it.</p> <p>Then we will work on the rest of the pipe. The utilities will be marked prior to any digging. I've noticed there's a water meter that we will be cautious not too damage.</p> <p>All of the old pipe will be hauled away and a new one installed.</p> <p>At the end pipe we will add concrete to create a swale for the water to flow down. Since there's already concrete there we will just tie in the new one.</p> <p>Traffic control will be provided by the city of stone mountain.</p> <p>All material is included, labor and hauling all of the debris away</p>	\$38,500.00

Total \$38,500.00

Civil Construction & Utilities LLC PO BOX 902 Jefferson, Georgia 30549 Phone - 770-560-9026					Customer : Job Name : Contact : Email : Phone :	City of Stone Mountain Forest Avenue Mike Vasquez mvasquez@stonemountainga.gov	Estimate # Date : 1/07/25 Purchase Order #
Item	Description	Qty	Unit	Unit Cost	Total	Qty Completed	Total Billed
1	24 In ARCH RCP Replacement - Incl Bedding to spring line of pipe	48	LF	\$155.00	\$7,440.00		
2	24 In HDPE Pipe Replacement - Incl Bedding to spring line of pipe	77	LF	\$126.00	\$9,702.00		
3	24 In Headwall Complete	1	EA	\$2,500.00	\$2,500.00		
4	GDOT Junction Box Complete	1	EA	\$7,500.00	\$7,500.00		
5	GDOT Grate Inlet Complete	2	EA	\$8,100.00	\$16,200.00		
6	Type 3 Rip Rap	10	SYDS	\$185.00	\$1,850.00		
7	Slope Matting	180	SYDS	\$2.65	\$477.00		
8	Seed and Straw	180	SYDS	\$0.58	\$104.40		
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11	Grading Complete	1	EA	\$5,500.00	\$5,500.00		
12	Mobilization and Demobilization	1	EA	\$2,500.00	\$2,500.00		
13	Traffic Control	1	LS	\$9,580.00	\$9,580.00		
14	Erosion Control Complete	1	LS	\$2,650.00	\$2,650.00		
**	Trees and shrubs to not be replaced.						
TOTAL COST					\$74,223.40		
Accepted:							
Jason Freeland - President Jason@CC-U.Net Cell - 770-560-9026			This agreement is entered and agreed upon details of the estimate provided. All estimates are valid 30 day upon receipt			Customer : _____ Date : _____	
Payment Terms Net 30							



Date:	May 5, 2026	City Council Meeting Date:	May 5, 2026
From:	Mike Helton	Department:	Public Works Director
Goal:	Public Works and Infrastructure	Presenter:	Mike Helton
Agenda Title:	Consideration of approval of an agreement with A & A Wildlife and Home Solutions to perform rodent removal and exclusion services for the Historic Depot.		

Workplan Goal Details:

Enhancing service delivery and quality of life through proactive maintenance and strategic capital improvements.

Agenda Item Description (Background/History/Details):

This action will provide removal and exclusion services for the depot and will ensure that both type of rodents that are active in the depot are removed and prevented from reentry. Staff contacted six companies regarding the service request. Staff acquired three quotes for services from companies that have qualifications and appropriate licenses. Terminix \$3,772.75, Active Pest Control \$6,270.00, and A & A Wildlife and Home Solutions \$3,000.00 Staff is recommending an agreement with A & A Wildlife and Home Solutions. If approved, the work is expected to begin in approximately one week. .

Staff Recommendations (Motion):

Staff recommends the following: **Approval of the agreement with A & A Wildlife and Home Solutions in the amount of \$3,000.00 for pest/ nuisance wildlife control services at the depot.**

Department Head Approval:	Mike Helton
City Manager Approval:	Miglana Dimov

Mayor's Signature Required:	YES	NO
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List Attachments:

1. Quote from Terminix Company
2. Quote from A & A Wildlife and Home Solutions
3. Quote from Active Pest Control

Budgeted Yes/No	Fund Name & Code	Current Balance	Requested Allocation	City Manager's Initials
Yes	SPLOST II	\$3,000.00	\$3,000.00	MD



Customized Proposal for:
 CITY OF STONE MOUNTAIN
 Prepared by: ASUQUO IDAH
 Phone:
 Email: asuquo.idah@terminix.com
 March 16, 2026

Inspection Results:

What We Heard

The building has an active roof rat and squirrel infestation.

What We Saw

Upon inspection, the building consists of two sections, one currently occupied and the other unoccupied and deserted. I observed gnawing marks on a door and door frame leading to an office/room where there are holes in the ceiling. These openings are being used by rats as an entry point into the ceiling void.

The rodents are utilizing the ceiling space as a bridge between the unoccupied section of the building and the occupied portion, allowing them to access the kitchen area in search of food and then return to the ceiling and the deserted section of the structure.

Additionally, multiple entry points were identified along the exterior perimeter of the building, which rodents are using to enter and exit the structure.

What We Recommend

It is recommended to seal all accessible entry points along the exterior perimeter of the building, as well as the interior ceiling openings that allow rodents to travel between the two sections of the structure. In addition, a 15-day mass trapping program should be implemented in the affected areas, including the ceiling voids, kitchen area, and connecting rooms, to actively remove the rodent population currently present. These measures will help restore sanitary conditions and prevent continued rodent movement between the occupied and abandoned sections of the building.

Scope of Work

1. Rodent Exclusion

- a. Identify and seal accessible rodent entry points along the exterior perimeter of the building.
- b. Seal interior openings, including ceiling holes and gaps that allow rodents to move between the occupied and unoccupied portions of the building.
- c. Reinforce vulnerable areas such as door frames, gaps around utility penetrations, and structural openings.

2. 15-Day Mass Trapping Program

- a. Install professional-grade traps in strategic locations including the kitchen area, ceiling voids, office spaces, and other high-activity zones.
- b. Monitor and service traps over a designated trapping period to eliminate the active rodent population.

3. Monitoring and Follow-Up

- a. Conduct follow-up inspections during the trapping program to assess activity levels and adjust trap placement if necessary.
- b. Remove captured rodents and reset traps as needed to ensure continued effectiveness.

Product Labels & Safety Data Sheets

Product Labels & Safety Data Sheets, please visit: https://licensed.com/orgs/terminix/public/chemical_documents
 For NY customers, please select 'NY' as your locale

Summary of Services

Service Location	Service/Product	Qty.	Initial	Recurring	1st Annual Amt
922 MAIN STREET	Exclusion Special	1	1,450.00	0.00	1,450.00
922 MAIN STREET	GPC ONE TIME	1	2,000.00	0.00	2,000.00
922 MAIN STREET	Products ONE TIME	1	298.84	0.00	298.84
Subtotal					3,748.84
Tax					23.91
Total					3,772.75



Contract #: I-C-126877-031626191026-61

PRODUCT PURCHASE AGREEMENT

PURCHASER INFORMATION

Customer (print name) CITY OF STONE MOUNTAIN Home Phone 7708919500 Work Phone 7708919500

Customer Billing Address _____ City _____ State _____ Zip Code _____ Email Mhelton@stonemountaincity.org

Description of Structure(s) Covered _____

PRODUCTS

Service Location	Service/Product	Qty.	Total
922 MAIN STREET, STONE MOUNTAIN, GA 30083	Excluder Door sweep 48" 1	4	298.84
Subtotal			298.84
Tax			23.91
Total			322.75

In addition to service fees and applicable taxes, Terminix invoices contain an Environmental and Safety surcharge. This surcharge accounts for ongoing costs of maintaining environmental, health, and safety initiatives for Terminix employees and customers. Surcharge is subject to change.

Purchaser accepts and agrees to the Terms and Conditions of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 8 and 9 of the Terms and Conditions of this Agreement:

Customer Name CITY OF STONE MOUNTAIN Customer's Authorized Representative (signature) _____

Customer Authorized Representative (Print Name) Mike Helton _____

Customer Authorized Representative (Title) _____ Date March 16, 2026

Terminix Representative (signature) *Idah* Date March 16, 2026

Terminix Representative (print name) ASUQUO IDAH Terminix Branch Telephone 1-800-TERMINIX

Terminix Branch Address 3400 CORPORATE WAY STE G, DULUTH, GA 30096 Terminix Branch Charter No. _____

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1-800-TELLTMX (1-800-835-5869).

STATE-SPECIFIC DISCLOSURES. CALIFORNIA: Supplier shall provide the "Notice to Owner/Tenant" as required by Cal. Bus. & Prof. Code section 8538.

In order to establish an account and provide you with service, we may collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at www.terminix.com/privacy.

GEORGIA: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

TEXAS: Licensed and regulated by: Texas Department of Agriculture, PO Box 12847, Austin, TX 78711-2847 Phone 866-918-4481 Fax 888-232-2567.

TERMS AND CONDITIONS

1. **FEES.** Purchaser shall pay the fees for purchase of the product(s) set forth in this Agreement based upon the Payment Option selected by Purchaser.
2. **LIMITED WARRANTY.** TERMINIX WARRANTS THAT THE PRODUCTS SHALL BE FREE OF DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF INSTALLATION. THE SOLE OBLIGATION OF TERMINIX FOR ANY CLAIMS UNDER THIS LIMITED WARRANTY IS TO REPAIR OR REPLACE ANY DEFECTIVE COMPONENT(S), FREE OF ANY CHARGES TO PURCHASER.
3. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **FORCE MAJEURE.** Terminix shall not be liable to Purchaser for any failure to perform or delay in the performance under this Agreement, attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.
5. **CHANGE IN LAW.** Terminix sells the products in accordance with the requirements of law. In the event of a change in existing law as it pertains to the products herein, Terminix reserves the right to terminate this Agreement.
6. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
7. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
8. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in Memphis, TN.
9. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
10. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 8 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
11. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.



Contract #: I-C-126877-031626204320-1139

One Time Pest Control Service

THIS AGREEMENT PROVIDES FOR A SINGLE SERVICE TREATMENT TO CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF CERTAIN INSECTS, SPIDERS AND RODENTS. TERMINIX SHALL NOT BE RESPONSIBLE FOR ANY INJURY, DISEASE OR ILLNESS RESULTING FROM BITES, INFESTATION OR CONTAMINATION OR FOR THE REPAIR OF ANY DAMAGE TO THE STRUCTURES ON THE PREMISES CAUSED BY SUCH INSECTS, SPIDERS AND RODENTS.

Customer (print name) CITY OF STONE MOUNTAIN Home Phone 7708919500 Work Phone 7708919500

Customer Billing Address _____ City _____ State _____ Zip Code _____ Email Mhelton@stonemountaincity.org

Description of Structure(s) Covered _____

Summary of Charges

Service Location	Service/Product	Qty.	Initial	Recurring	1st Annual Amt
922 MAIN STREET, STONE MOUNTAIN, GA 30083	GPC ONE TIME	1	2,000.00	0.00	2,000.00
Subtotal					2,000.00
Tax					0.00
Total					2,000.00

In addition to service fees and applicable taxes, Terminix invoices contain an Environmental and Safety surcharge. This surcharge accounts for ongoing costs of maintaining environmental, health, and safety initiatives for Terminix employees and customers. Surcharge is subject to change.

TARGET PESTS FOR STANDARD SERVICE (selected pests indicated here):
Rats

SERVICES FOR SELECTED PREMIUM PESTS (selected pests indicated here):

Terminix has provided the Customer with a copy of the manufacturer's specimen label or other state-required documents for the pesticide(s), which will be used to treat the above-named property.

Customer accepts and agrees to the Terms and Conditions on pages 1- 2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 12 and 13 of the Terms and Conditions on page 2 of this Agreement

Customer Name CITY OF STONE MOUNTAIN Customer's Authorized Representative (signature) _____

Customer Authorized Representative (Print Name) Mike Helton

Customer Authorized Representative (Title) _____ Date March 16, 2026

Terminix Representative (signature) Idah Date March 16, 2026

Terminix Representative (print name) ASUQUO IDAH Terminix Branch Telephone 1-800-TERMINIX

Terminix Branch Address 3400 CORPORATE WAY STE G, DULUTH, GA 30096 Terminix Branch Charter No. _____

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1-800-TELLTMX (1-800-835-5869).

STATE-SPECIFIC DISCLOSURES, CALIFORNIA: Supplier shall provide the "Notice to Owner/Tenant" as required by Cal. Bus. & Prof. Code section 8538.

In order to establish an account and provide you with service, we may collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at www.terminix.com/privacy.

GEORGIA: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company. **TEXAS:** Licensed and regulated by: Texas Department of Agriculture, PO Box 12847, Austin, TX 78711-2847 Phone 866-918-4481 Fax 888-232-2567.

TERMS AND CONDITIONS

1. **CHARGES.** Customer shall pay the fees for Service Visit in accordance with the Payment Option selected by Customer.
2. **PEST CONTROL SERVICE.**
 - (i) During a single service visit, Terminix shall control for and mitigate against infestations of Standard pests designated by Customer on Page 1 of this Agreement, located in and around the structures on the Customer's premises through delivery of one-time standard pest control service.
 - (ii) For an additional charge, during such single service visit, Terminix shall perform pest control services to also control for and mitigate against infestations of Premium Pests selected by Customer on Page 1 of this Agreement, located in and around the structures on the Customer's premises.
 - (iii) The service shall be performed using products and procedures recognized in the pest control industry and scientific community as effective for their intended purpose
 - (iv) THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE TO THE STRUCTURES ON THE PREMISES OR THE CONTENTS THEREIN CAUSED BY ANY PESTS OR TO COMPENSATE CUSTOMER FOR ANY SUCH DAMAGE.
- 2.1 **SERVICE VISIT.** During the service visit, Terminix will apply pesticide(s) to both to the interior of the structures and the exterior perimeter of the structures on the premises at its discretion, as necessary, for the pests indicated on Page 1 as covered by this Agreement. Additionally, for control of certain pests, Terminix may utilize other pest control strategies including but not limited to use of traps and glue boards.
- 2.2 **STANDARD PESTS.** Includes: cockroaches, mice, rats, silverfish, "house" ants (other than ants listed in Section 2.c. below), non-poisonous spiders, scorpions, clothes moths, centipedes, millipedes, earwigs, house crickets and paper wasps.
- 2.3 **PREMIUM PESTS.** Selected by Purchaser on Page 1; may include: flies (including small flies), fleas, ticks, Carpenter Ants, Pharaoh Ants, Fire Ants, Tawny Crazy Ants, Black Widow Spiders, Brown Recluse Spiders and bees (Yellow Jackets, Hornets and Wasps excluding Paper Wasps), Clothes Moths and Stored Product Pests. Terminix shall control for and mitigate against infestations of each Premium Pest(s) as designated by Purchaser at an additional charge to Purchaser.
- 2.4 **EXCLUDED PESTS.** This Agreement does not cover and Terminix shall have no obligation to control for or mitigate against the following pests: Termites (subterranean, dry wood, damp wood), wood boring beetles, bed bugs (all species), mosquitoes or any other pests not specified in Section 2.2, and 2.3, above, unless otherwise agreed to in writing by Terminix and Customer via a separate agreement.
- 2.5 **INTERIM SERVICE VISITS.** Subject to the limitations in [Section 4 - Customer Cooperation](#) during the thirty (30)-day period immediately following the date of the initial service visit, Terminix shall, upon the request of Customer and at no additional costs to Customer, make an additional service visit to reapply pesticide(s) to the structures on the premises as is reasonably necessary to control for and mitigate against acute infestations of the pests indicated on Page 1 of the Agreement.
3. **ACCESS TO PROPERTY.** Customer must allow Terminix access to the structures for any purpose contemplated by this Agreement, including but not limited to re-inspections, whether the inspections were requested by the Customer or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Agreement without further notice.
4. **CUSTOMER COOPERATION.** Customer's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported in writing by Terminix to the Customer, and are not corrected by Customer, Terminix cannot ensure effective Services. If Customer fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Customer as an extra charge.
5. **LIMITATION OF LIABILITY, LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY PESTS. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT PESTS WILL NOT RETURN SUBSEQUENT TO SERVICE TREATMENTS.
6. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the structures on the premises, may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Customer is responsible for making timely repairs as necessary to stop the leakage. Customer's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.
7. **FORCE MAJEURE.** Terminix will not be liable to Customer for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection, or sabotage.
8. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for: (a) termites and/or any other wood-destroying organisms except as specifically provided herein; (b) moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems, including but not limited to, wood to ground contacts; (e) termites entering any rigid foam, wooden or cellulose containing components in contact with the earth and the Structures regardless of whether the component is a part of the Structures; and (f) the failure of Customer to properly cure at Customer's expense any condition that prevents proper treatment or inspection or is conducive to pest infestation.
9. **CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law, In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the terms of this Agreement or terminate this Agreement.
10. **NON-PAYMENT, DEFAULT.** In case of non-payment or default by the Customer, Terminix has the right to terminate this Agreement. In addition, cost of collection including reasonable attorney's fees shall be paid by the Customer, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
11. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
12. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("**Claim**"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("**AAA**"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("**AAA Rules**"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in Memphis, TN.
13. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("**Class Action**"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
14. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 12 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
15. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.



Contract #: I-C-126877-031626202649-222

ONE-TIME RODENT EXCLUSION SERVICE AGREEMENT

CUSTOMER INFORMATION

Customer (print name) CITY OF STONE MOUNTAIN Home Phone 7708919500 Work Phone 7708919500
 Customer Billing Address _____ City _____ State _____ Zip Code _____ Email Mhelton@stonemountaincity.org
 Description of Structure(s) Covered _____

SUMMARY OF CHARGES

Service Location	Service/Product	Qty.	Initial	Recurring	1st Annual Amt
922 MAIN STREET, STONE MOUNTAIN, GA 30083	Exclusion Special	1	1,450.00	0.00	1,450.00
Subtotal					1,450.00
Tax					0.00
Total					1,450.00

In addition to service fees and applicable taxes, Terminix invoices contain an Environmental and Safety surcharge. This surcharge accounts for ongoing costs of maintaining environmental, health, and safety initiatives for Terminix employees and customers. Surcharge is subject to change.

CUSTOMER ACKNOWLEDGEMENTS

Customer acknowledges, accepts and agrees that:

Terminix has provided the Customer with a copy of the manufacturer's specimen label or other state-required documents for the rodenticide(s), which will be applied to the Structures.
 Terminix has provided the Customer with an Inspection Graph as described in Section 2-Inspection Graph of the Terms and Conditions on page 2 of this Agreement.
 Customer has reviewed and agrees to the Roof Damage Waiver provision set forth in Section 4-Roof Damage Waiver of the Terms and Conditions on page 2 of this Agreement.

Customer accepts and agrees to the Terms and Conditions on pages 1- 2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 12 and 13 of the Terms and Conditions on page 2 of this Agreement.

Customer's Company Name: CITY OF STONE MOUNTAIN Customer's Authorized Representative (signature) _____

Customer Authorized Representative (Print Name) Mike Helton

Customer Authorized Representative (Title) _____ Date March 16, 2026

Terminix Representative (signature) Idah Date March 16, 2026

Terminix Representative (print name) ASUQUO IDAH Terminix Branch Telephone 1-800-TERMINIX

Terminix Branch Address 3400 CORPORATE WAY STE G, DULUTH, GA 30096

Terminix Branch Charter No. _____

STATE-SPECIFIC DISCLOSURES.

FOR CALIFORNIA RESIDENTS: Supplier shall provide the "Notice to Owner/Tenant" as required by Cal. Bus. & Prof. Code section 8538.

In order to establish an account and provide you with service, we may collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at www.terminix.com/privacy.

FOR GEORGIA RESIDENTS: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

FOR TEXAS RESIDENTS: Licensed and regulated by: Texas Department of Agriculture, PO Box 12847, Austin, TX 78711-2847 Phone 1.866.918.4481 Fax 1.888.232.2567.

1. **FEES.** Customer shall pay the fees for purchase and Installation of the Exclusion System Components set forth on page 1 of this Agreement based upon the Payment Option selected by Customer.
2. **INSPECTION GRAPH.** This Inspection Graph, prepared by Terminix and provided to Customer, is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified Structures for purposes of identifying access points utilized by Covered Pests to gain entry to the Structures.
3. **LIMITED EXCLUSION PLAN SERVICES.** Terminix shall provide the following services (hereinafter the "Services"): (a) Analyze the Structures on Customer's premises to identify actual and potential entry points to the Structures that could be used by commensal rodents (including rats and mice), bats, tree squirrels, flying squirrels, pigeons, starlings and sparrows (hereinafter "Pests") to gain access to the Structures; and (b) Seal such entry points through installation of exclusion components such as screens, cold patches, construction cloth, excluder fabrics, door sweeps, flashing, foam and sealants (the "Exclusion System Components") in the locations identified on the Inspection Graph attached to this Agreement.
4. **ROOF DAMAGE WAIVER. CUSTOMER ACKNOWLEDGES AND AGREES THAT, IN ORDER TO INSTALL CERTAIN EXCLUSION SYSTEM COMPONENTS, TERMINIX WILL HAVE TO GAIN ACCESS TO AND WALK ON THE ROOF OF CUSTOMER'S STRUCTURES AND THAT DAMAGE TO ROOFING TILES AND OTHER ROOFING SYSTEM COMPONENTS MAY BE UNAVOIDABLE IN SUCH INSTALLATION PROCESS, NO MATTER WHAT DEGREE OF CARE IS EXERCISED BY TERMINIX. ACCORDINGLY, CUSTOMER HEREBY RELEASES TERMINIX FROM ANY AND ALL CLAIMS OF DAMAGE TO THE STRUCTURES, INCLUDING ROOFING TILE, GUTTERS, PLUMBING VENTS OR ANY OTHER COMPONENT OF THE ROOFING SYSTEM, WHICH OCCURS AS A RESULT OF THE INSTALLATION OF THE EXCLUSION SYSTEM COMPONENTS.**
5. **ACCESS TO PROPERTY.** Customer must allow Terminix access to the Structures for any purpose contemplated by this Agreement including, but not limited to, installation of the Exclusion System Components. The failure to allow Terminix such access will terminate this Agreement without further notice.
6. **LIMITED WARRANTY; LIMITATION OF LIABILITY.** TERMINIX WARRANTS THAT THE EXCLUSION SYSTEM COMPONENTS SHALL BE FREE OF DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF INSTALLATION. THE SOLE OBLIGATION OF TERMINIX FOR ANY CLAIMS UNDER THIS LIMITED WARRANTY IS TO REPAIR OR REPLACE ANY DEFECTIVE COMPONENT(S), INCLUDING REMOVAL OF THE DEFECTIVE COMPONENT(S) AND INSTALLATION OF THE REPLACEMENT COMPONENT(S) ON THE STRUCTURES, FREE OF ANY CHARGES TO CUSTOMER. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY ANY PESTS TO THE STRUCTURES OR ITS CONTENTS OR TO THE EXCLUSION SYSTEM COMPONENTS. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT PESTS WILL NOT ATTEMPT TO, AND/OR REGAIN ENTRY TO, THE STRUCTURES SUBSEQUENT TO THE INSTALLATION OF THE EXCLUSION SYSTEM COMPONENTS. THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF ANY PESTS. TERMINIX SHALL NOT BE RESPONSIBLE FOR ANY INJURY, DISEASE OR ILLNESS RESULTING FROM BITES, INFESTATION OR CONTAMINATION CAUSED BY ANY PESTS.
7. **INFORMATION REGARDING EXCLUSION SYSTEM SERVICES.** Customer acknowledges and agrees that the installation of the Exclusion System Components requires sealing of all potential access points to the Structures through which a Pest may gain entry which may require installation of certain Exclusion System Components. Customer further understands and agrees that the installation of the Exclusion System Components shall be determined by Terminix, in its sole discretion, based upon its review and analysis of the Structures. Customer hereby releases Terminix from any and all claims of damage to the Structures as a result of the installation of the Exclusion System Components. If Customer fails and refuses to authorize Terminix to install the Exclusion System Components in the locations and in the manner as determined by Terminix in its sole discretion, this Agreement shall automatically terminate.
8. **FORCE MAJEURE.** Terminix shall not be liable to Customer for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.
9. **CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to terminate this Agreement.
10. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Customer, Terminix has the right to terminate this Agreement. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the Customer, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
11. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
12. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in Memphis, TN.
13. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
14. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 12 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
15. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.



Service Summary
MAINHELT0621

Customer Output Document:
Date:



Your Pest Control Consultant:
Tishey, David M
Contact phone: 678-458-8895
Email:
david.tishey@activepestcontrol.com
Colleague License: NA
District: 108
Branch License:
Address: 2540 Lawrenceville Hwy
Lawrenceville, GA 30044-4424
Brand: www.activepestcontrol.com

THANK YOU!

We are looking forward to protecting your home and family.

Customer Information	
Service Address	Billing Address
Mike Helton	Mike Helton
922 Main St	922 Main St
7708919500	7708919500
mhelton@stonemountaincity.org	mhelton@stonemountaincity.org

Summary of Charges		
Fee Description	Total Per Bill	Billing Frequency
PEST AND WILDLIFE EXCLUSION MAINTENANCE WITH RENEWAL	\$ 6,270	OneTime
PEST AND WILDLIFE EXCLUSION MAINTENANCE WITH RENEWAL - Merchandise	\$ 0	OneTime
PEST AND WILDLIFE EXCLUSION MAINTENANCE WITH RENEWAL	\$ 525.44	ServiceBilling



District Address: 2540 Lawrenceville Hwy Lawrenceville, GA 30044-4424
Inspector: Tishey, David M
Inspection Date: 04-16-2026

Home Pest Inspection


















Please pay special attention to findings and comments below as these may indicate conditions that can lead to termite and pest problems.

Inspection Findings
Inspection Types
Will you be completing a full complete inspection or will this be a partial inspection? Partial inspection
General Information
What is the lot size? 1 Acre(s)
Interior Inspection
What is the square footage of the structure? 1200 Square Ft.
Exterior Inspection
Are the gutters and down-spouts clear of debris and standing water? [checked]
Are there any openings large enough for pests, rodents or wildlife entry? [checked]
Are there mosquito breeding sites visible? [unchecked]
Inspector's Description of Findings
Conducive Conditions
Pest Findings
Treatment Recommendations











































District Address: 2540 Lawrenceville Hwy Lawrenceville, GA 30044-4424
Inspector: Tishey, David M
Inspection Date: 04-16-2026

Floor Plan Legend					
Conductive Conditions					
ACH	Access holes allowing rodents/wildlife entry	CD	Cellulose debris	C	Cistern
EC	Earth contact	GV	Entrance at gable vent	EM	Excessive moisture
Existing damage	Existing damage	EXVA	Exterior dryer vent access	ES	Exterior slab (false porch) over basement area
EVRA	Exterior vegetation allowing roof access	EWIRE OH	Exterior wires overhead	FG	Faulty grade
FBINS	Foam board insulation	GAPS	Gaps at exterior J trim	DOOR GAP	Gaps at garage door/exterior doors
GAP PIPE	Gaps at pipes interior/exterior	IA	Inaccessible areas	LGAP	Large gaps around doors, windows, eaves
MSVC	Missing screens/vent covers	N/A EX.CC	Not Applicable - Exterior Conductive Condition	N/A IN.CC	Not Applicable - Interior Conductive Condition
ROOF PIPE	Plumbing pipes at roof	PHD	Possible hidden damage	RFBG	Rigid board / foam insulation at or below grade
RRA	Roof return access	SBG	Siding less than 6" from grade	SIBG	Styrofoam insulation or DRI-Vit below grade
SP	Sump pump	VW	Visible pond, lake, stream, or waterway	WELL	Well
WDC	Wood debris in crawlspace	WEMB	Wood embedded in concrete	WOOD PILE	Wood pile
Pests					
UPHD	Active termites	Ant activity	Bat		
Bed bug activity	Bird activity	Bobcat			
CA	Carpenter ants	Carpenter bees	Chipmunk		
DMP	Damp-wood termites	Deer	DWT		
Flies	Formosan termites	F	Fungus		
GNW	Gnaw marks/debris (rodent)	Gopher	RDT DRP		
Lanternfly	Mice	Mole/vole			
Mosquito activity	N/A EX.P	Not applicable - exterior pest	N/A IN.P		
Possum	PPBD	Powder-post beetle damage	PPB		
			Powder-post beetles		







 Raccoon	 Rats	 Roach activity
 Rodent tunneling in insulation	 Rodent tunneling under slab/concrete pad	 Rodent waste (droppings)
 Rub marks (rodent)	 Skunk	 Snake
 Spiders	 Squirrel	 Subterranean termites
 Termite damage	 Tick	 Wasp
 Wildlife	 Wood boring beetles	


Property Details

 Air conditioner	 Angles	 Arches
 Buildings	 Curves	 Door
 Drains	 Electrical Box/Meter	 Exterior Natural Gas BBQ Grill/Fixture
 Exterior new paint	 Exterior weather door	 Fences
 Floor support	 Flower beds	 French drain
 Garage wall finished	 Gas Meter	 Gutters
 Heating Oil Line	 Hedge rows	 Interior new paint
 Pond	 Pool	 Post Tension Slab
 Spa	 Spray Foam Insulation	 Sprinkler System Shut-Off Valve
 Stall shower	 Stone walks	 Stump
 Tree - large	 Tree - medium	 Tree - small
 Vapo	 Vents	 Water Meter
 Water Shut-off Valve	 Well Head	 Well Water Line
 Zero property line		

Exclusion Services

152 Break ground contact on step stringers	940 Close off bottom of roof valley	939 Close off under deck
502 Core drill concrete for bait station installation	113 Cut encapsulation to have access for termite liquid treatments	144 Drill & treat basement door frames
133 Drill & treat brick veneer foundation voids	132 Drill & treat hollow block foundation voids	130 Drill & treat stone foundation voids

145	Drill & treat termite infested voids	131	Drill & treat triple brick foundation voids	123AA	Drill along 2 sides of load-bearing wall & treat soil beneath
140	Drill and treat a subterranean termite infested wooden joist(s)	138	Drill and treat a subterranean termite infested wooden sill or plate	129	Drill and treat voids of a double brick foundation wall per product label specifications
124	Drill exterior foundation wall & treat soil beneath from outside	121A	Drill exterior foundation wall from inside & treat soil beneath/along attachments	121C	Drill foundation walls of the dirt filled porch and treat the soil immediately beneath the slab by longrodding adjacent to the entire inside perimeter of the DFP
122A	Drill slab & treat along expansion joint & soil underneath	123A	Drill slab along 1 side of partition wall & treat soil beneath	121B	Drill through each side of the dirt filled porch foundation wall per product label specifications and treat the soil immediately beneath the dirt filled porch slab by short trodding along the entire inside perimeter of the DFP
118	Excavate soil beneath dirt filled porch slab at point or points of attachment to the structure and treat soil beneath	173	Horizontal Treatment Zone - entire surface to be covered by concrete slab	915	Install Chimney Cap
931	Install Dock Leveler Chain plug	933	Install Dock Leveler Rear Seals	932	Install Dock Leveler Side Seals
916	Install Door sweep at exterior door	912	Install Dryer Vent Cover - Wall	911	Install Garage Door Seal main garage door
934	Install Kritter Cap on vinyl siding outside corners	901	Install Mushroom/Turbine Vent Cage - Roof	910	Install One-Way Door Exclusion Cage
914	Install Oven Vent Cage - Roof	913	Install Oven Vent Cover - Wall	903	Install Plumbing Vent Cap - Roof
935	Install Ridge Vent protection	917	Install Rodent Shields at main garage door left and right side	503	Install above ground stations when needed
102	Install access to ceiling of basement for treatment	106	Install automatic vents	105	Install crawl space access door
206	Install floor supports as needed	104	Install plumbing access doors for soil treatment	919	Install rodent shield product at bottom of siding
501	Install termite bait station	205	Install vapor barrier over soil	146	Make small openings into termite shelter tubes and inject product inside
	Mosquito repellent cable		Mosquito repellent cable		Mosquito repellent controller
	Mosquito repellent deck mount		Mosquito repellent ground stake		Mosquito repellent hardscape base

	Mosquito repellent repeller	161	Prepare floor surface for drilling	101	Provide at least 14" under-structure clearance
929	Provide customer with off board rodent shields for customer contractor to install on satellite/electrical lines overhead	149	Remove all wood to ground contact	109	Remove cellulose/other debris
109A	Remove form boards	135	Remove stucco 3" above grade & fully below grade	936	Repair Builders gap
907	Repair Roof Return	938	Repair burrowing under Footing	920	Repair/Install soffit and or boxed eve opening
918	Repair/replace crawl entrance door	905	Replace Foundation Vent	906	Replace Soffit Vent
110	Scrape off termite tunnels	904	Screen Gable Vent	902	Screen Mushroom/Turbine Vent - In Attic
922	Seal AC encasement	909A	Seal Hole In Wall/Foundation, Floor, Etc. (Large)	909	Seal Hole In Wall/Foundation, Floor, Etc. (Small)
908	Seal Pipe Penetration	921	Seal around AC Line set	927	Seal gaps in siding, doors and around windows (Large)
926	Seal gaps in siding, doors and around windows (Small)	925	Seal holes in concrete foundation and or stucco wall (Large)	924	Seal holes in concrete foundation and or stucco wall (Small)
923	Seal service line utility access entry points (Not main power line unless it is de-energized)	937	Secure open bottom of siding	111	Set wooden supports on concrete pads
103	Spray foam insulation removal for inspection	900	Trap - Wildlife	141	Treat Taurus Dry to above ground breakouts on Trezona customers
147	Treat carton nests in building voids & trees	134	Treat chimney voids	148	Treat exposed wood with Bora Care
123	Treat soil adjacent to plumbing penetrations	160	Trench & rod planter box	114	Trench / rod / treat soil adjacent to inside of foundation walls
115	Trench / rod / treat soil adjacent to piers	116	Trench / rod / treat soil adjacent to pipes	119	Trench or trench and rod soil adjacent to a chimney of a crawl space
117	Trench or trench/rod soil adjacent to exterior foundation walls	128	Trench, remove, and treat soil by the Backfill Method (see label)	171	Vertical Treatment Zone - foundation pillars, chimneys, soil pipes, etc
172	Vertical Treatment Zone - slab penetrations for utilities, plumbing, conduit, etc	174	Vertical Treatment Zone - upon completion of grading, treat backfil along foundation wall	122	Vertically drill concrete basement slab floor & treat soil beneath
117A	Vertically drill exterior attached slabs & treat soil beneath/along attachment	120	Vertically drill porch slab & treat soil beneath/along attachments	126	Vertically drill slab along inside perimeter of foundation walls & treat soil beneath.

930

Weep holes in brick facade

928

Wrap base of trees that are touching home 2 feet above ground to prevent wildlife access



Contract #: MAINHELT0621
 PEST AND WILDLIFE EXCLUSION MAINTENANCE WITH RENEWAL - Generic Agreement Maintenance

a Rentokil North America Company

ONE TIME
 RECURRING

District: 108
 Sales Colleague No: 475400104611

Colleague: Tishey, David M
 Date:

License No: NA

Invoice To		Existing Customer ID:	
Customer name:	Mike Helton	Contact Person:	Mike Helton
Address:	922 Main St	Email:	mhelton@stonemountaincity.org
City:	Stone Mountain	State:	GA Zip: 30083
Telephone:	7708919500	A/P Contact:	
		A/P Phone:	7708919500

Service Location		Existing Worksite ID:	
<input checked="" type="checkbox"/> Same as invoice information		Contact:	Mike Helton
Customer name:	Mike Helton	Email:	mhelton@stonemountaincity.org
Address:	922 Main St	Tax Exempt:	<input type="checkbox"/> If Yes Tax ID No:
City:	Stone Mountain	State:	GA Zip: 30083
Telephone:	7708919500		

Service(s) and Price Terms

ATTACHED TERMS AND CONDITIONS, RELATED DIAGRAMS, SPECIFICATION SHEETS, ADDENDUM AND/OR PROPOSALS ARE INTEGRAL PARTS OF THIS AGREEMENT.

PEST AND WILDLIFE EXCLUSION MAINTENANCE WITH RENEWAL - 5 OR LESS ENTRY POINTS

Target Pest(s)
 SQUIRRELS

Service Specifications					
Notes:	Seal entire structure and exclude all squirrel activity with let out. Place structure under full wildlife onre year warranty with option to renew				
Service Frequency:	Annually	Service visits in 2026 season:	1	Following years' default visit:	1

Applicable Fees				
Fee description	Fee	Discount	Total Per Bill	Billing Frequency
PEST AND WILDLIFE EXCLUSION MAINTENANCE WITH RENEWAL	\$ 6,600	\$ 330	\$ 6,270	OneTime
PEST AND WILDLIFE EXCLUSION MAINTENANCE WITH RENEWAL	\$ 553.09	\$ 27.65	\$ 525.44	ServiceBilling
All fees exclude tax.				

THIS SERVICE AGREEMENT SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

Agreement, "Customer" and Rentokil North America, Inc. d/b/a Active Pest Control ("Company") agree to the following terms and conditions in connection with the services indicated on this agreement (hereinafter collectively referred to as "Agreement").

Standard of Care. Company will use its professional expertise to determine the products and services appropriate for treatment, and will follow all label and legal requirements. All reasonable care will be used in installing and maintaining the specified services. Company hereby affirmatively disclaims any liability for damage or injury caused by the use of any materials in accordance with the manufacturer label directions. Reasonable care will be taken in applying the treatment, however, the nature of the work is such that Company cannot be responsible for the safety of domestic animals, stains, discolorations, or other damages, except those directly caused by willful negligence on the part of the Company. If, for whatever reason, the Customer is dissatisfied with the service provided, the Customer will provide reasonable notice and allow the Company a period of up to 45 days to remedy the problem to the extent reasonably required.

Customer Responsibilities. Effective service requires the cooperation of the Customer. The Customer, therefore, warrants full cooperation with Company during this Agreement. Customer agrees to maintain premises free from any factor or condition conducive to identified issues and services and following instructions provided. This cooperation includes, but is not limited to, proper garbage handling; repairing structure; not adding chemicals or self-treating in ways that are not part of Service; emptying grease traps, not damaging or turning off equipment, etc. Any damage warranty specified in the Agreement will be voided should the presence of pests or issue be associated with conditions arising from Customer's non-cooperation. Company's failure to alert the Customer to any negative conditions does not alter the Customer's responsibility. If Customer is unable to comply with preparation or maintenance requirements, the Company will make determination on site if service can be completed or rescheduled; additional fees may be applied. If the Customer or other occupants of the structure(s), believe they are or may be sensitive to products being used or their odors, or if the Customer or other occupants have consulted with a medical doctor or other healthcare provider, regarding such sensitivity, the Customer must notify Company in writing, in advance of treatment of the structure(s). Company assumes no liability should Customer fail to warn Company of these sensitivities. Company reserves the right, upon receipt of such notification, to deny or terminate services. Any arrangements, costs or inconvenience resulting from the need to evacuate occupants, or other precautions deemed necessary, shall be the sole responsibility of the Customer. The Customer agrees to give Company complete or reasonable access to all areas, as may be required to enable effective service and maintenance, including individual units of multi-unit residential structures and electrical outlets, if needed.

Modification. Any deviation from the requirements outlined that involve extra cost of material and labor will result in extra charges. If conditions require Company to use specialized equipment or products to control the problem(s), Company shall advise the Customer of the additional costs. Due to safety concerns and regulations, Company may be required to use fall protection when Service involves working on the roof of a structure. Fall protection safety equipment includes a number of devices and may include roof anchors, of which Customer will be advised. Some roof anchors are designed to be left on the roof; others are to be removed. If Customer prefers to have anchors removed, this should be discussed with the sales representative before service is performed.

Substructure. Services under this Agreement do not include services to the substructure of the premises. Should substructural treatment be required, additional costs shall apply, of which the Company will advise the Customer.

Moisture, Mold and Mildew. Moisture is a condition found in varying degrees in most structures. Moisture conditions in and around structures can be conducive to a variety of pests and wood destroying insects. Moisture conditions can also provide an environment favorable to the growth of mold, mildew and other fungi. It is the Customer's sole responsibility to direct questions concerning the presence or dispersal of mold, mildew, mold spores or fungi; health-related issues; or indoor air quality to qualified professionals. Company does not possess the knowledge or expertise to identify mold, mildew or fungi that may lower air quality or be injurious to health, nor does it possess the knowledge or expertise to give opinion or recommendation regarding exposure to, or effective remediation of mold, mildew or other fungi (including decay or non-decay) as they might relate to air quality or health related risks. Company is not responsible for personal injury or property damage resulting from the presence, disruption or dispersal of mold, mold spores, mildew or fungi, even if Company inadvertently causes such disruption or dispersal by its inspection or treatment of pest-related problems. Customer waives and releases Company from any claim or injuries related to mold, mildew or fungal growth.

Warranty. For Equipment and Products, manufacturer warranties apply; there is no further warranty from Company on Products, Equipment or Service. Certain Services may carry limited Company warranty; refer to Service definition. For Air Hygiene products: As of the date of this Agreement, the product(s) is not required to be registered or approved by a regulatory agency including the Environmental Protection Agency.

Right to Subcontract. Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

Ownership and Replacement of Equipment. All equipment, devices and components are property of and/or remain property of or under the control of the Company. Company will replace rental devices and components as required, except for those items lost or damaged due to Customer's neglect, in which event, the Customer will be responsible for replacement cost. Company will be granted access to the Customer's location to recover equipment, devices and components at the expiration of this Agreement, or at any time an amount due from the Customer to Company is more than sixty (60) days beyond due date. If Customer terminates an equipment rental earlier than the term of the Agreement then in effect, Customer is responsible for paying the full amount remaining for rental of devices.

Force Majeure. Company shall not be liable for any delay or failure in performing the services due to any cause beyond its reasonable control.

Insurance. Public liability and property damage insurance against injury to members of the public from accidents that may arise from operations will be carried by Company, and evidence of insurance will be issued to the Customer upon request. Georgia Customers, please note: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control Company.

Limitation of Liability. The Customer agrees that the work provided under this Agreement is not to be construed as Insurance, or as a covenant, guarantee, warranty, or promise of any kind that the Customer is in compliance with any legal guidelines or requirements. Company disclaims any liability or responsibility regarding the practices and operations of the Customer, and bears no responsibility or liability for whether the Customer carries out the recommendations made by Company, and in no event will the Company be liable for indirect, special, incidental, consequential, exemplary, punitive, and/or loss of enjoyment damages. The Customer shall indemnify and hold Company harmless from and against all claims, demands, liabilities, obligations and attorneys' fees or costs brought by any third parties, arising out of, or related to this Agreement, or by failure of the Customer to act in accordance with any requirements in connection with the services. The obligations of Company specifically stated in this agreement are given in lieu of any other obligation or responsibility, express or implied, including any representation of merchantability or fitness for a particular purpose. Customer expressly releases Company from, and agrees to indemnify Company with respect to, any other obligation to Customer whatsoever. Company will be responsible for only those damages, claims, causes of action, injuries or legal costs caused by its own direct negligence or misconduct, but then only to an amount not to exceed the annual fees charged under this Agreement.

Animal Disposal. Company will dispose of any trapped wildlife in accordance with the laws and regulations of local governing authorities; however, if Customer requests the release of the animal on his/her property, Company shall not be responsible for, nor guarantee, that the animal will not return to infest or damage the serviced property.

Choice of Law. Except for the Mandatory Arbitration provision of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with the laws of the state in which the dispute arises without regard to the conflict of laws

provisions.

Mandatory Arbitration. Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

Class Action Waiver. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("class action"). The parties expressly waive any ability to maintain any class action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any class action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this class action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

Intellectual Property. Except as expressly set forth herein, between Company and Customer, each is and shall remain the owner of all Intellectual Property that it owns or controls as of the effective date of this Agreement or that it develops or acquires thereafter. This shall be binding upon all successors of the Customer's business.

Data Security. Company may provide Customer with access to Company's online and digital tools to store service reports and visit history, or other applications that may be developed, to give Customers access to pest management information, if applicable to the services in this Agreement. While Company follows standard procedures to secure systems and Customer data, including securing online tools and applications through the use of hashed passwords, HTTPS encryption and a secure data center, Customer confirms and acknowledges that:

- a. Company and/or any of its subsidiaries are not responsible for the integrity or confidentiality of Customer's access credentials. Customers are encouraged to take precautions to secure login id's and passwords.
- b. All usage rights to Company's online or digital tools are immediately discontinued upon the Customer's termination of the Agreement.
- c. The Customer agrees to indemnify, defend, and hold Company harmless from any claims arising out of, or connected or associated with the use of Company's online and digital tools, including but not limited to, any claims arising from internet hacking.
- d. This agreement shall be binding upon all successors of the Customer.

In order to establish an account and provide you with service, we may collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes.

We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at <https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx>.

Third Party and Marketing Disclosure. Unless Customer notifies Company otherwise or opts out, Customer agrees to and accepts the receipt of periodic marketing and sales information relating to Company's service offerings.

Anti-Bribery and Anti-Corruption. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

Term. This agreement shall extend from month to month.

Termination. Agreements may be terminated by either party with 60 days written notice, providing all accounts are current. See Ownership and Replacement of Equipment for further ramifications of termination for Services that have Term other than month-to-month. In cases of Customer nonpayment or entering bankruptcy or insolvency per the Bankruptcy Code, Company reserves the right to terminate the Agreement upon immediate written notification.

Pricing. The initial price for services is set forth in the specifications of this Agreement. Company reserves the right to increase the amount charged for the services, which shall be communicated by written notice to Customer, which notice may be by invoice.

Payment. Introductory Service Fees are due upon completion of the service, unless another payment plan is selected on the Agreement. Other corrective service, rental and/or equipment/product fees will be invoiced upon completion/delivery. Subsequent services will be invoiced in accordance with the Agreement and payment plan selected by Customer. If a service date has been mutually agreed upon by Company and the Customer, it will be the Customer's responsibility to pay for service if Company has attempted to render service at the Customer's property. Payments for services are due upon receipt of invoice. Customer agrees to remit payment in one of the acceptable forms of payment detailed in the Agreement or invoice. In the event full payment is not made upon receipt of invoice, a finance charge per month will be added to the unpaid balance, up to the maximum allowed by law. Late fee charges may also be applied. Additionally, the Customer is responsible for all collection costs, including reasonable attorneys' fees, for any invoices not paid by the due date. Any check returned for any reason, will result in a fee in the amount charged by Company's bank. All service warranties under this Agreement will be voided should any payment due exceed sixty (60) days. Should it become necessary to temporarily discontinue a periodic service due to causes beyond the Company's control, it is agreed that the periodic payments due under this agreement will be suspended until service is resumed, and that such temporary discontinuation of service will, in no way, breach this agreement.

Fuel/Transportation Surcharge. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

Change In Law. Company performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Company reserves the right to revise the Renewal Term amount or terminate this Agreement.

Severability. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

Entire Agreement. This Agreement, together with a record of initial application, and all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.

ELECTRONIC COMMUNICATION ACKNOWLEDGEMENT STATEMENT

In accordance with state regulations, pest control companies have a responsibility to provide you with a record every time a pesticide product and/or pest system is applied. This record is required to be provided to the property owner, resident or custodian of the property. This record may include post-application precautionary information. Licensed and regulated by the Georgia Department of Agriculture, 19 Martin Luther King, Jr. Drive, Atlanta, Georgia 30334 (404) 656-3641.

I understand and request that my pesticide use records be provided or made available to me electronically.

Signature of owner, resident or custodian of the property

Date



Notice of Cancellation

Date:
922 Main St

A Rentokil North America Company

BY SIGNING THIS AGREEMENT, I UNDERSTAND THAT PERMISSION FOR THE COMPANY TO BEGIN WORK IMMEDIATELY SHALL NOT BE CONSTRUED AS A WAIVER OF ANY OF MY RIGHTS UNDER THIS NOTICE OF CANCELLATION

NOTICE OF CANCELLATION

DATE OF TRANSACTION:

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THIS CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE.

District address: 2540 Lawrenceville Hwy Lawrenceville, GA 30044-4424
District License:

NOT LATER THAN MIDNIGHT OF: 04-29-2026

I HEREBY CANCEL THIS TRANSACTION.

Customer name: _____

Customer Signature: _____

Date: _____

A&A Wildlife and Home Solutions | A&A Illuminations

5020 Wiltshire Lane
 Suwanee, Georgia 30024
 678-744-9453
 aawildlifeoffice@gmail.com | aawildlifehome.com



Product/Service	Description	Qty.	Total
Full Exclusion Warranty - Annual	<p>One Year Warranty - Self Pay</p> <ul style="list-style-type: none"> ☐ Trapping and removal services if animals return ☐ Repairs to any previously sealed access points ☐ One full inspection of your property each year to stay ahead of issues <p>Even with expert exclusion work and top-quality screening, nature has a way of testing boundaries. While we seal up all known entry points, it's impossible to wrap the entire home in metal—and determined critters can still find or create new ways in. That's why keeping your wildlife warranty active is so important!</p> <p>Think of your warranty as your all-access pass to peace of mind. If the critters come back, you'll have the power to call us right away, without worrying about more repair or service costs.</p> <p>A quick note for clarity: A&A Wildlife and Home Solutions will guarantee all exclusion work performed as listed in the line items below. However, areas not included in the original scope—such as chimneys, ridge vents, roof vents, louver vents, underground entryways, sewer lines, or any areas not specifically mentioned in the contract—are not covered under the warranty. If animals enter through those spots, additional services and costs may apply.</p>	1	\$195.00*
Barn door repair	<ul style="list-style-type: none"> - Build slide track for sliding wood door - Make metal seal between door and wall 	1	\$600.00

* Non-taxable

A deposit of 50% will be required to book the job.

Subtotal	\$3,195.00
Discount	- \$195.00
Total	\$3,000.00



A&A Wildlife and Home Solutions | A&A Illuminations

5020 Wiltshire Lane
 Suwanee, Georgia 30024
 678-744-9453
 aawildlifeoffice@gmail.com | aawildlifehome.com

Full Structure Exclusion Warranty: A & A Wildlife and Home Solutions (AAWHS or “the company”) guarantees that no wildlife/nuisance animal which AAWHS was contracted to prevent shall gain access into the structure during the initial one year term of the warranty. In the unlikely event that wildlife/nuisance animal enters the structure, for which AAWHS was contracted to prevent, the company will, at no additional charge to the customer, re-exclude said areas of entry to achieve the intended purpose of the exclusion. This warranty may be extended to an unlimited number of years upon receipt of an annual renewal fee and the mutual agreement of the company and customer. All renewal fees are due on or before the anniversary date of the service, and are the customer’s responsibility.

Partial Structure Exclusion: AAWHS guarantees that, during the initial one year term, no wildlife/nuisance animal which the company was contracted to exclude from the covered premises shall gain access into the structure through those locations corrected by the company and that the company has indicated on the contract. In the unlikely event that said wildlife/nuisance animal enters the structure through one of these areas, the company will, at no additional charge to the customer, re-exclude said areas to achieve the structurally intended purpose of the exclusion. This warranty will only cover those areas which have been excluded against the stated wildlife/nuisance animal structural access.
Areas not covered by warranty: If the customer chooses to not have ridge vent protection, roof vent covers, chimney caps or other uncommon entry points properly excluded, said areas shall not be covered by the warranty in the event animals use these places to gain entry to the home. Additional costs may be incurred in this event.

Renewal inspections: As a part of the original agreement and in consideration of the disclosed renewal, AAWHS will perform an annual renewal inspection to ensure the continued effectiveness of the exclusion work. This renewal inspection will identify and disclose any areas of additional concern, suggest preventive measures if any, and spot repair, at no additional charge to the customer, any exclusion work necessary to maintain wildlife/nuisance animal control within the scope of this contract.

Rats: In homes where rats are persistent and continue to chew new entries into the structure, AAWHS shall advise the customer to hire a pest control professional to install and maintain an exterior rodent baiting system to control the rodent population in the surrounding area. The baiting system may also be installed by the customer if they so choose. The rodent baiting system shall be maintained by either the customer, or a pest control professional. AAWHS shall not be held responsible for the baiting system or any resulting damages of said system, regardless of who installs and maintains it. If the customer is advised to install a rodent baiting system and fails to do so, or if the baiting system is not maintained on at least a quarterly basis, the warranty shall be deemed null and void. Any future exclusion and trapping shall be performed at the customer’s expense. The warranty may be reinstated after such work is performed by AAWHS.

This measure is necessary because some areas have a large rat population. When the rat population is large and/or not being controlled in some manner, it is almost certain that they will continue to create entries to the structure. Occasionally rats can burrow under ground to access a structure where is inaccessible. Additional fees may be charged to access and seal underground foundation openings due to burrowing animals.

PAYMENT TERMS

Customer is responsible for a deposit of 50% of the proposed amount at time of scheduling. The remaining 50% is due at the time the exclusion is completed. Exclusion completion is defined as the time at which the structure has been sealed and all structural modifications have been complete.

Payments made with a credit or debit card will be charged the other 50% on the same card after the job is completed. If a different credit/debit card needs to be used for the balance, AAWHS must be notified before the day the job is scheduled and given new payment info.

OTHER TERMS AND CONDITIONS

1. [X] It is understood and agreed between the parties that this contract, the specifications and the guarantees constitute the complete agreement between the parties and that said agreement may not be changed or altered in any manner, oral or otherwise, by any representative of AAWHS unless said alterations or changes are in writing and executed by a corporate



A&A Wildlife and Home Solutions | A&A Illuminations

5020 Wiltshire Lane
Suwanee, Georgia 30024
678-744-9453
aawildlifeoffice@gmail.com | aawildlifehome.com

wildlife/nuisance animal control. If purchaser fails to abide by this condition, the company has the right to terminate this agreement immediately and without refund.

10. The customer agrees that the company's obligation under this agreement and the guarantee shall be canceled if the company cannot perform its responsibilities because of acts of war, whether declared or undeclared, acts of any duly constituted government authority, seizure, riots, civil commotions, strikes, or other labor disputes, fires, floods, storms, explosions, acts of God, failure of supplies from ordinary sources, failure to allow the company access to my building for any purpose, specifically including pre-inspection and retreatment requested by the customer or for any other reason beyond the control of the company.

11. Cancellation: Customer agrees to pay 50% of the contract balance if said customer should cancel such services prior to the completion of the work detailed on this estimate or invoice of this service agreement. Customer agrees to pay a cancellation fee of 10% of the total proposed amount due if canceled after initial deposit is made. Any balance 30 days past due will be charged a late fee of 5%. On any account 60 days past due, AAWHS reserves the right to stop services on the account and place the account in the hands of an attorney for collection, suit or lien. Customer agrees to pay the attorney's fee paid or incurred, and the court costs incurred, if any, in addition to the unpaid balance of this contract. Customer agrees to pay the \$30 bank returned check fee or any other bank fees in addition to any unpaid balance on returned checks or refused credit card payments.

Signature: _____ Date: _____



Date:	May 5, 2026	City Council Meeting Date:	May 5, 2026
From:	Mike Helton	Department:	Public Works Director
Goal:	Public Works and Infrastructure	Presenter:	Mike Helton
Agenda Title:	Consideration of approval of an agreement with Casey Tree Experts for the removal of potentially hazardous trees from the area of the fitness court at McCurdy Park.		

Workplan Goal Details:
Enhancing service delivery and quality of life through proactive maintenance and strategic capital improvements.
Agenda Item Description (Background/History/Details):
This action will provide removal of trees that could potentially cause damage to the newly rebuilt fitness court, or people utilizing the court. After the approval of the fitness court rebuild at a past City Council meeting, staff began contacting tree companies that employed a professional arborist for consultation and quotes regarding potential tree removal around the fitness court. Staff obtained three consultations and quotes for services. Crabapple Landscape Experts \$2,857.08, Arbortect Tree Specialists \$8,200.00, and Casey Tree Experts \$2,650.00. Based upon existing details known to staff, and information obtained through consultation with three arborists, staff recommends an agreement with Casey Tree Service in the amount of \$2,650.00 to remove various trees from the hillside next to the fitness court. If approved, Casey Tree Experts advise they could plan to begin work in a week or less.

Staff Recommendations (Motion):
Staff recommends the following: Approval of the agreement with Casey Tree Experts for \$2,650.00 for the removal of various trees that pose a hazard around the fitness court at McCurdy Park.

Department Head Approval:	Mike Helton
City Manager Approval:	Miglana Dimov

Mayor’s Signature Required:	YES	NO
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List Attachments:
<ol style="list-style-type: none"> 1. Quote from Arbortect Tree Specialists 2. Quote from Crabapple Landscape Experts 3. Quote from Casey Tree Experts

Budgeted Yes/No	Fund Name & Code	Current Balance	Requested Allocation	City Manager’s Initials
Yes	01.5050.52.2141	\$3,600.00	\$2,650.00	MD



Client	Arborist
Mike Helton Public Works City of Stone Mountain, GA Fitness Court at McCurdy Park	Dustin Dalton President Board Certified Master Arborist SO-5303B

Remove eight large pines and one dead sweetgum within striking distance of the new Fitness Court at McCurdy Park. All parts of the trees will be removed from the property. Stump grinding is not included.

Price: \$8,200.00

ACCEPTANCE OF PROPOSAL: The above selected prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. This proposal may be withdrawn if not accepted within 30 days.

Print Name	Authorizing Signature	Date

Date: 4/29/2026

Payment

Payment is due within 10 days of completion of work. We accept checks, cash or electronic transfers. Zelle is our preferred form of payment. We do not except credit cards as a form of payment. If entire balance is not paid by the due date the client will be charged a 10% late fee of the total balance. If entire balance is not paid within 90 days the client will be charged a 15% late fee of the total balance. If you need more time to pay or need to setup payments let Arbortect know before we perform the work and we will negotiate a payment plan to help you but we must know this before starting the job.

Please Mail all checks/ payments to: **Arbortect Tree Specialists LLC**
4805 Ruby Forrest Drive
Stone Mountain, GA 30083

Payment can also be sent via zelle (our preferred method) to 404-877-2686

Tree Care

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Date: 4/29/2026

Other Terms and Contract Conditions

INSURANCE: Our employees or subcontractors are covered by general liability insurance. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

WORKING WITH LIVING THINGS: As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Tree Risk Assessment be conducted for an additional charge. **TREE CARE STANDARDS:** All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

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Client	Arborist
Mike Helton Public Works City of Stone Mountain, GA Playground Area at McCurdy Park	Dustin Dalton President Board Certified Master Arborist SO-5303B

Remove three dead or dying oaks along the paved path. Remove three large Bradford pears within striking distance of the playground. Prune to remove two dead overhanging limbs from the picnic tables. All parts of the trees will be removed from the property. Stump grinding is not included.

Price: \$6,500.00

Remove one large leaning oak with a cavity opening in the trunk creating a weak point. The tree is located along the paved path, between the playground and the fitness court. The tree overhangs a residential backyard and house. We will require permission from the homeowner to access the property form some of the removal process.

Price: \$4,300.00

ACCEPTANCE OF PROPOSAL: The above selected prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. This proposal may be withdrawn if not accepted within 30 days.

Print Name

Authorizing Signature

Date

Payment

Payment is due within 10 days of completion of work. We accept checks, cash or electronic transfers. Zelle is our preferred form of payment. We do not except credit cards as a form of payment. If entire balance is not paid by the due date the client will be charged a 10% late fee of the total balance. If entire balance is not paid within 90 days the client will be charged a 15% late fee of the total balance. If you need more time to pay or need to setup payments let Arbortect know before we perform the work and we will negotiate a payment plan to help you but we must know this before starting the job.

Please Mail all checks/ payments to: **Arbortect Tree Specialists LLC**
4805 Ruby Forrest Drive
Stone Mountain, GA 30083

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ARBOTRE-01 JRICHARDS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER Brand & Britt Insurance Agency 20 Grayson New Hope Rd. Suite A Grayson, GA 30017</p>	<p>CONTACT NAME: PHONE (A/C, No., Ext): (770) 963-6427 FAX (A/C, No.): (770) 995-0192 E-MAIL: info@brandandbritt.com ADDRESS: info@brandandbritt.com</p>														
<p>INSURED Arbortect Tree Specialists, LLC 4805 Ruby Forrest Drive Stone Mountain, GA 30083</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Atain Specialty Insurance Company</td> <td>17159</td> </tr> <tr> <td>INSURER B: Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Atain Specialty Insurance Company	17159	INSURER B: Hartford Underwriters Insurance Company	30104	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																																			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 5%;">MSR LTR</th> <th style="width: 35%;">TYPE OF INSURANCE</th> <th style="width: 10%;">ADDL. SUBRS INSL. WVD.</th> <th style="width: 15%;">POLICY NUMBER</th> <th style="width: 10%;">POLICY EFF. (MM/DD/YYYY)</th> <th style="width: 10%;">POLICY EXP. (MM/DD/YYYY)</th> <th style="width: 25%;">LIMITS</th> </tr> <tr> <td style="text-align: center;">A</td> <td> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER: </td> <td style="text-align: center;">X</td> <td>BWPF0068689R04</td> <td style="text-align: center;">8/5/2025</td> <td style="text-align: center;">8/5/2026</td> <td> EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ </td> </tr> <tr> <td></td> <td> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY </td> <td></td> <td></td> <td></td> <td></td> <td> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ </td> </tr> <tr> <td></td> <td> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ </td> <td></td> <td></td> <td></td> <td></td> <td> EACH OCCURRENCE \$ AGGREGATE \$ </td> </tr> <tr> <td style="text-align: center;">B</td> <td> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below </td> <td></td> <td>6860UB-6RR60967-9-25</td> <td style="text-align: center;">9/22/2025</td> <td style="text-align: center;">9/22/2026</td> <td> <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 </td> </tr> </table>	MSR LTR	TYPE OF INSURANCE	ADDL. SUBRS INSL. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:	X	BWPF0068689R04	8/5/2025	8/5/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		6860UB-6RR60967-9-25	9/22/2025	9/22/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CG 20 33 04 13 - Additional Insured - Owners, Lessees or Contractors - Automatic Status when required in Construction Agreement with you.																																					

<p>CERTIFICATE HOLDER</p> <p style="text-align: center;">For Informational Purposes Only</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Jean T. Richards</i></p>
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Proposal #22665

Date: 3/24/2026

Customer:

Miglana "Maggie" Dimov
City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083

Property:

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

Proposed Tree Work at McCurdy Park

Proposed Tree work

Work Order #22665

McCurdy Park

Front Common Area between exit and entrance
Remove Pine with canker in trunk

Hillside right of Parking Lot
Remove 3 lead Sweetgum

Cut stumps close to grade and dispose of all resulting debris

Tree work

Tree work

Items

Tree work

Tree work: \$2,857.08

Subtotal \$2,857.08

Estimated Tax \$0.00

Total \$2,857.08



Date:	April 30, 2026	City Council Meeting Date:	May 5, 2026
From:	Lt. Bob Hillis	Department:	Police
Goal:	Governance	Presenter:	Lt. Bob Hillis
Agenda Title:	Consideration of an action on a request to declare certain city-owned vehicles as surplus and authorize their sale		

Agenda Item Description (Background/History/Details):	
<p>(Sec. 2-61. - Sale of city property) requires city council approval for the sale of city property. The Police Department requests that the following city-owned vehicles be designated as surplus and available for sale as the ordinance permits:</p> <ul style="list-style-type: none"> 1) 2018 Ford Police Interceptor Sedan AWD, VIN/1FAHP2MK4JG131386 (Taurus) 2) 2018 Ford Pursuit Utility, VIN/1FM5K8AR9JGC94949 (Explorer) 3) 2015 Ford Pursuit Utility, VIN/1FM5K8ARXFGC67444 (Explorer) <p>Proceeds to be credited to 01.3000.39.2100 (Proceeds from Sales of Assets)</p>	
Workplan Goal Details: Governance – Liquidate surplus City property.	

Staff Recommendations (Motion):
Staff recommends the following: “Approve Surplus Designation and Sale of Vehicles as Described”

Department Head Approval:	James R. Westerfield, Jr.
City Manager Approval:	Miglana Dimov

Mayor’s Signature Required:	YES	NO
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List Attachments:
1. Copy of Vehicle Titles

Budgeted Yes/No	Fund Name & Code	City Manager’s Initials
N/A	01.3000.39.2100	MD

Georgia Certificate of Title

Item # 5.

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER 1FAHP2MK4JG131386	MAKE FORD	YEAR 2018	TYPE OF BODY 4 DOOR	MODEL TAURUS POLICE	CYL 6	DATE ISSUED 07/02/2018	
DATE VEHICLE PUR 06/21/2018	FUEL GASOLINE	NEW OR USED NEW	ODOMETER* 000015	PREVIOUS TITLE NBR / STATE OF ISSUE 376130181727963 /	NBR OF LIENS 0	COLOR BLK / BLK	CURRENT TITLE NUMBER 776857181785002

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

OWNER

CITY OF STONE MOUNTAIN
875 MAIN ST
STONE MTN GA 30083-3620

MAIL TO:

TO

CITY OF STONE MOUNTAIN
875 MAIN ST
STONE MTN GA 30083-3620

1ST LIEN OR SECURITY INTEREST

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST



RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
1ST LIEN		BY
2ND LIEN		BY
3RD LIEN		BY

The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

045246173

Lynette T. Riley
STATE REVENUE COMMISSIONER

49686043

STATE REVENUE COMMISSIONER

Georgia Certificate of Title

Item # 5.

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER 1FM5K8AR9JGC94949	MAKE FORD	YEAR 2018	TYPE OF BODY MULTI-PURPOSE V	MODEL EXPLORER POLIC	CYL 6	DATE ISSUED 11/29/2018	
DATE VEHICLE PUR 11/19/2018	FUEL GASOLINE	NEW OR USED NEW	ODOMETER* 000010	PREVIOUS TITLE NBR / STATE OF ISSUE	NBR OF LIENS 0	COLOR BLK	CURRENT TITLE NUMBER 772828183307002

OWNER

CITY OF STONE MOUNTAIN
875 MAIN ST
STONE MTN GA 30083-3620

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

MAIL TO:

TO

CITY OF STONE MOUNTAIN
875 MAIN ST
STONE MTN GA 30083-3620

1ST LIEN OR SECURITY INTEREST

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
1ST LIEN		BY
2ND LIEN		BY
3RD LIEN		BY

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046297074

Lynette T. Riley
STATE REVENUE COMMISSIONER

50773669

Georgia Certificate of Title

Item # 5.

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	TYPE OF BODY	MODEL	CYL	DATE ISSUED	
1FM5K8ARXFGC67444	FORD	2015	MULTI-PURPOSE V	EXPLORER	6	06/22/2015	
DATE VEHICLE PUR	FUEL	NEW OR USED	ODOMETER*	PREVIOUS TITLE NBR / STATE OF ISSUE	NBR OF LIENS	COLOR	CURRENT TITLE NUMBER
06/05/2015	GASOLINE	NEW	000015	371525151567963 /	1	BLK / BLK	774513151680908

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

OWNER

CITY OF STONE MOUNTAIN
922 MAIN ST
STONE MTN GA 30083-3010

MAIL TO:

TO

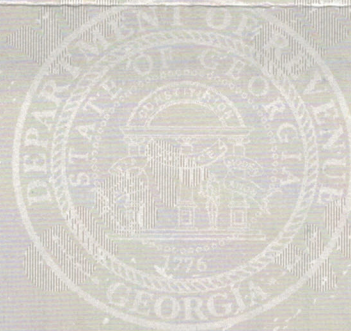
GMA
PO BOX 105377
ATLANTA GA 30348

1ST LIEN OR SECURITY INTEREST

GMA
PO BOX 105377
ATLANTA GA 30348

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST



RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
8/25/19	GMA	PH Pott
1ST LIEN		BY
2ND LIEN		BY
3RD LIEN		BY

The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

037736680

Lynette T. Riley
STATE REVENUE COMMISSIONER

41865009

STATE REVENUE COMMISSIONER

RESOLUTION OF THE CITY OF _____, GEORGIA

AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN CHANG v. CITY OF MILTON ON REMAND BEFORE THE GEORGIA COURT OF APPEALS OR, IF WARRANTED, THE GEORGIA SUPREME COURT

WHEREAS, the litigation styled Chang v. City of Milton arises from claims asserted against the City of Milton, Georgia, related to a 2016 motor vehicle collision on Batesville Road;

WHEREAS, on September 16, 2024, the Georgia Court of Appeals issued its decision in City of Milton v. Chang, 373 Ga. App. 667 (2024);

WHEREAS, the Supreme Court of Georgia thereafter granted certiorari and, on March 12, 2026, vacated the Court of Appeals decision and remanded the case for further proceedings, holding that a municipality's ministerial duty over roadway upkeep and repair did not apply where the alleged unsafe condition was outside the lanes of ordinary travel, City of Milton v. Chang, 2026 WL 695364;

WHEREAS, following remand, the Georgia Court of Appeals will consider the separate question of whether a Georgia municipality may nevertheless be subjected to liability under a so-called nuisance theory for personal injury claims;

WHEREAS, the City recognizes that any asserted waiver of sovereign immunity for nuisance claims resulting in personal injury does not arise from any express constitutional or statutory waiver applicable to municipalities, but instead traces to judicial decisions such as Town of Fort Oglethorpe v. Phillips, 224 Ga. 834 (1968);

WHEREAS, the Supreme Court of Georgia explained in Georgia Department of Natural Resources v. Center for a Sustainable Coast, Inc., 294 Ga. 593 (2014), that waivers of sovereign immunity must come from the Constitution or the General Assembly and that courts may not create new exceptions to sovereign immunity;

WHEREAS, in Mayor & C. of Savannah v. Palmerio, 242 Ga. 419 (1978), Justice Hall, in a concurring opinion, advised that “the time is long past for this court to re-examine its opinion in Town of Ft. Oglethorpe v. Phillips, 224 Ga. 834, 165 S.E.2d 141 (1968);”

WHEREAS, in Gatto v. City of Statesboro, 312 Ga. 164, fn. 6 (2021), the Court observed “[s]ome of us have doubts about the legal foundations of Phillips, which also divorced municipal nuisance liability from its basis in our Constitution's Takings Clause;”

WHEREAS, a nuisance theory that permits personal-injury claims against cities, but not counties, creates an uneven exposure to liability that is not supported by a clear constitutional or statutory waiver;

WHEREAS, Georgia law has long distinguished between nuisance claims that implicate the Takings Clause and nuisance claims seeking damages for personal injury;

WHEREAS, municipalities across the State have a substantial interest in ensuring that any waiver of sovereign immunity remains tied to a constitutional or statutory foundation rather than a judicially created expansion;

WHEREAS, the City finds that it is in the best interests of its citizens and residents to support the City of Milton in seeking an appellate ruling that there is no waiver of municipal sovereign immunity for an alleged nuisance resulting in personal injury, outside the limited context of a nuisance claim amounting to a constitutional taking; and

WHEREAS, the City further finds that Georgia cities should have their collective voice heard on this issue of statewide importance through coordinated amicus participation before the Georgia Court of Appeals and/or the Georgia Supreme Court.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF _____, that:

- The City authorizes participation in, support for, and joinder with an amicus curiae brief or briefs to be filed in Chang v. City of Milton on remand before the Georgia Court of Appeals and/or, if further appellate proceedings occur after the Court of Appeals, before the Georgia Supreme Court, and authorizes the City's name to be included as an amicus participant.
- The City supports the position that any purported waiver of a city's sovereign immunity for nuisance claims seeking recovery for personal injury is a judicially created doctrine rather than an express waiver grounded in the Georgia Constitution or an act of the General Assembly.
- The City supports the position that, consistent with Sustainable Coast and related sovereign-immunity precedent, no waiver of municipal sovereign immunity exists for an alleged nuisance resulting in personal injury.
- The Mayor, City Manager, City Attorney, and such other officers as may be appropriate are authorized to take all actions reasonably necessary to implement this Resolution and to coordinate with counsel for the City of Milton and other participating municipalities.

SO RESOLVED this ____ day of _____, 2026.

CITY OF _____, GEORGIA ATTEST:

Mayor

City Clerk

**STATE OF GEORGIA
COUNTY OF DEKALB**

ORDINANCE NO. 2026-03

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF STONE MOUNTAIN, GEORGIA, BY CREATING A NEW SECTION WITHIN CHAPTER 17, OFFENSES AND MISCELLANEOUS PROVISIONS, TO ESTABLISH REGULATIONS GOVERNING URBAN CAMPING AND THE IMPROPER USE OF PUBLIC SPACES; TO PROVIDE FOR DEFINITIONS; TO ESTABLISH PROHIBITED CONDUCT; TO PROVIDE FOR ENFORCEMENT PROCEDURES, EXCEPTIONS, AND PENALTIES; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Mayor and City Council find that the City of Stone Mountain must maintain safe, accessible, and sanitary public spaces for residents, businesses, and visitors; and

WHEREAS, the unregulated use of public property for camping and storage of personal property contributes to obstruction of sidewalks and rights-of-way, public health concerns, and increased calls for service; and

WHEREAS, the City seeks to adopt reasonable and constitutionally sound regulations addressing the use of public spaces while ensuring fair and humane enforcement practices;

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Stone Mountain, Georgia, that the Code of Ordinances is hereby amended as follows:

SECTION 1. Chapter 17, Offenses and Miscellaneous Provisions, is hereby amended by adding a new Article VI to read as follows:

**Article VI – Urban Camping and Improper Use of Public Spaces
Sec. 17-104 – Purpose, Findings, and Intent**

The purpose of this section is to regulate specific conduct occurring on public property in order to maintain public safety, accessibility, sanitation, and the intended use of public spaces. This section shall not be construed to criminalize the status of homelessness.

The Mayor and City Council find that unregulated camping and storage of personal property on public property contributes to:

- Obstruction of sidewalks and rights-of-way;
- Impediments to emergency access;
- Sanitation and public health concerns;
- Increased calls for service and associated criminal activity; and
- Diminished quality of life and economic vitality.

The City adopts reasonable time, place, and manner restrictions to ensure public property remains accessible and safe for all.

Sec. 17-105 – Definitions

Words or terms not defined in this section but defined in applicable state law or this Code shall be given that meaning. All other words or phrases shall be given their common, ordinary meaning unless the context requires otherwise. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them below except where the text clearly indicates a different meaning:

1. Camp, Camping

The use of public property for living accommodations, including but not limited to:

- Erecting tents, tarps, or temporary shelters;
- Sleeping or remaining in a fixed location for more than **ninety (90)** consecutive minutes;
- Cooking, storing, or preparing food;
- Using materials or objects to create bedding or shelter.

Camp or camping does not include temporary recreational activities such as having a picnic or a family gathering at a public park.

2. Storing Personal Property

Leaving personal belongings unattended on public property for more than one (1) hour, including but not limited to clothing, bedding, sleeping bags, backpacks, carts, or cookware. This definition does not include bicycles or other lawful modes of transportation.

3. Public Property

All property owned, leased, or maintained by the City, including parks, sidewalks, streets, rights-of-way, medians, parking lots, and public facilities.

4. Obstruct by Camping

The placement of a person or property that:

- Reduces pedestrian passage to less than four (4) continuous feet;
- Blocks ADA-compliant access; or
- Impairs entry or exit from buildings, driveways, or emergency access points.

Sec. 17-106 – Prohibited Conduct

1. It shall be unlawful for any person to camp on public property except as otherwise authorized.
2. **It shall be unlawful to store personal property on public property in a manner inconsistent with the ordinary use of the public property.**
3. It shall be unlawful to sit, lie, or place belongings on public streets, sidewalks, or rights-of-way in a manner that obstructs pedestrian or vehicular traffic or constitutes camping.
4. It shall be unlawful to obstruct by camping ingress or egress to any building or structure.

Sec. 17-107 – Exceptions to Prohibited Conduct

This Article shall not apply to:

1. Individuals experiencing a medical emergency;
2. Persons using mobility devices;
3. Permitted events, including festivals, parades, or city-approved gatherings;
4. Outdoor dining areas operating under valid authorization;
5. Persons seated (not lying or sleeping) on public benches or designated seating areas;
6. Individuals waiting in an orderly manner for public transportation, entry, or services;
7. Children under thirteen (13) years of age resting under supervision; and
8. City-approved vendors operating within permitted guidelines.

Sec. 17-108 – Enforcement and Penalties

(a) Time, Place, and Manner Authority

The City may impose reasonable time, place, and manner restrictions on the use of public property to ensure accessibility, safety, and intended public use, including designation of specific areas where certain conduct is restricted or prohibited.

(b) Graduated Enforcement

1. An officer shall identify the specific violation and issue a clear verbal warning to the individual who is violating this Article.
 2. A written warning shall be issued advising the individual of the violation of this Article, stating the required corrective action, and providing a time for compliance.
 3. A reasonable opportunity shall be provided to cease the conduct or remove property.
 4. Officers shall document warnings issued, compliance opportunities provided, and observed conduct prior to enforcement action.
 5. Availability of shelter or services may be considered as a factor in enforcement decisions but shall not be a prerequisite for enforcement.
- Enforcement of this section shall comply with applicable constitutional standards.

(c) Penalties

1. A first violation of the provisions of this Article or failure to comply with any of its requirements, shall result in a written warning.
2. A second violation of the provisions of this Article or failure to comply with any of its requirements, shall result in a civil citation. Upon conviction thereof, a fine of not more than five hundred dollars (\$500) may be imposed and/or not more than 30 days in jail.
3. A third violation and/or subsequent violations of the provisions of this Article or failure to comply with any of its requirements shall constitute a misdemeanor charge. Upon conviction thereof, a fine of not more than one thousand dollars (\$1,000.00) may be imposed and/or not more than thirty (60) days in jail.

Sec. 17-109 – Property Handling

Personal property determined to be abandoned or unlawfully stored in violation of this Article may be removed by the City. When practicable:

1. Property shall be cataloged;
2. Stored for a minimum of thirty (30) days;
3. Made available for retrieval through a reasonable process.

Sec. 17-110 – Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions.

SECTION 2.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3.

This ordinance shall become effective upon adoption.

SO ORDAINED this ____ day of _____, 2025.

Jelani Linder, Mayor

Attest:

Shavala Ames, City Clerk

Approved as to form:

[CITY SEAL]

Angela Couch, City Attorney



The Office of The Chief of Police

CITY OF STONE MOUNTAIN
POLICE DEPARTMENT
875 Main Street
Stone Mountain, GA 30083
(770) 879-4980

Proposed Ordinance Amendment (Chapter 17, Article V, Sec. 17-101)

Chapter 17, Article V

Sec. 17-101. – *Loitering or Prowling.*

(a) A person commits the offense of loitering or prowling when the person is in a place at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity. Such circumstances shall be evaluated consistent with the standards set forth in O.C.G.A. § 16-11-36.

(b) Among the circumstances which may be considered in determining whether alarm is warranted are the fact that the person takes flight upon the appearance of a law enforcement officer, refuses to identify himself or herself, or refuses to provide a credible account of his or her presence and conduct. The officer may also consider whether the person is attempting to conceal himself or herself or any object.

Unless flight by the person or other exigent circumstances make it impractical, a law enforcement officer shall, prior to any arrest for an offense under this section, afford the person an opportunity to dispel any alarm or immediate concern by requesting the person to identify himself or herself and explain his or her presence and conduct, consistent with O.C.G.A. § 16-11-36.

No person shall be convicted of an offense under this section if the law enforcement officer failed to comply with the foregoing procedure, or if it appears at trial that the explanation given by the person was true and, if believed at the time, would have dispelled the alarm or immediate concern.



The Office of The Chief of Police

CITY OF STONE MOUNTAIN
POLICE DEPARTMENT
875 Main Street
Stone Mountain, GA 30083
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Proposed Ordinance Amendment (Chapter 17, Article 1, Sec. 17-36-17-39)

Chapter 17, Article 1, Sec. 17-36. -Definitions.

Words or terms not defined in this section but defined in applicable state law or this Code shall be given that meaning. All other words or phrases shall be given their common, ordinary meaning unless the context requires otherwise. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them below except where the text clearly indicates a different meaning:

Adult means a person who is at least 18 years of age and authorized by a parent or guardian to have the lawful care and custody of a minor, or an emancipated minor.

Emancipated minor means any person under the age of 18 who has had the disabilities of minority removed and been declared an emancipated minor by a court of competent jurisdiction.

Emergency means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term "emergency" includes, but is not limited to, a serious or life threatening medical problem/condition, a fire, natural disaster, automobile accident or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Guardian means a person who is the caregiver and custodian of the person of a minor or a public or private agency with whom a minor has been placed by a court or other adult.

Minor means any person under the age of 17 years. When used in this Article, "minor" does not include an emancipated minor as defined herein.

Parent means a person who is a natural parent, an adopted parent or step-parent of a minor.

Sec. 17-37. - Responsibility of parents.

It shall be unlawful for any parent, guardian, or other person having the custody of or control of any minor to permit, or by inefficient control, allow a violation of this ordinance by a minor in his or her custody.

Sec. 17-38. - Responsibility of proprietors.

It shall be unlawful for the proprietor, manager or other person having charge or control of any public or other place to permit, allow or encourage any minor to violate this article in or around such place.

Sec. 17-39. - Curfew; persons age 16 years of age or younger.

- (a) It shall be unlawful for any minor sixteen (16) years of age or younger to loiter, wander, stroll or play in or upon the public streets, highways, roads, lanes, parks, playgrounds or other public grounds, public places, public buildings, places of amusement, eating places, vacant lots or any place in the city unsupervised by an adult having the lawful authority to be at such places, between the hours of 09:00 pm on any day and 6:00 a.m. of the following day; provided, however, that on Fridays and Saturdays the effective hours are between 10:00 pm and 6:00 a.m. of the following day; and provided, that the provisions of this section shall not apply in the following instances:
- (1) When a minor is accompanied by his or her parent, guardian, or other adult person having lawful care and custody of the minor;
 - (2) When the minor is upon an emergency errand by his or her parent or guardian or other adult person having the lawful care and custody of the minor;
 - (3) When the minor is departing or returning home from a school or church activity;
 - (4) When the minor is departing to or returning from lawful employment that makes it necessary to be in the above referenced places during the proscribed period;
 - (5) When the minor is attending or traveling directly to or from activity involving the exercise of first amendment rights of speech, freedom of assembly, or free exercise of religion;
- (b) Failure to comply with any of the requirements and provisions of this article shall constitute a violation and any parent or guardian, upon conviction thereof, shall be fined not more than five hundred dollars (\$500.00) or be imprisoned in the county jail for not more than thirty (30) days or any or all of these penalties, in the discretion of the municipal court judge. A fine and imprisonment not to exceed five hundred dollars (\$500.00) and thirty (30) days may be ordered for violators at the discretion of the court.