



Mayor and City Council Work Session

Tuesday, November 19, 2024 at 6:30 PM

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

Agenda

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

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

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

Post 6: Council Member Teresa Crowe

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

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

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

- I. Determination of Quorum**
- II. Invocation and Pledge**
- III. 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.

- IV. Review of the Journal (Assistant City Clerk Mai)**

- [1.](#) Request Minutes from Special Called Joint Session between City Council and the DDA on [11.12.2024] be approved
- [2.](#) Request Minutes from City Council Regular Session held on [10.01.2024] be approved (Assistant City Clerk Mai)
- [3.](#) Request Minutes from City Council Work Session held on [10.15.2024] be approved (Assistant City Clerk Mai)
- [4.](#) Request Minutes from City Council Regular Session held on [11.06.2024] be approved (Assistant City Clerk Mai)

V. **Reading of Communications**

VI. **Adoption of The Agenda of The Day**

VII. **Committee Discussion Items**

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

VIII. **Staff Reports**

- [1.](#) Public Safety- Police Chief- James Westerfield Jr
- [2.](#) Administration - Assistant City Clerk - Danny Mai

IX. **City Manager's Report**

1. City Manager - Shawn Edmondson

X. **Council Policy Discussion Topics**

XI. **Unfinished Business**

1. Discussion on the DDA (CM Freeman)
- [2.](#) Review and Approval of Contract Renewal for Business Central Solution's Agreement with the City of Stone Mountain for the Finance Director Role in the Upcoming Fiscal Year" (City Manager Edmondson)

XII. **New Business**

1. Discussion with Forensic Audit Firm: Moore Colson regarding Council's requested Scope of Work and Engagement with Moore Colson, along with a presentation overview. (City Manager Edmondson)
- [2.](#) Discussion on Mural Installations at 901 Main Street and various other locations located in the City of Stone Mountain (Assistant City Manager & Economic/DDA Director Dimov)

- [3.](#) Discussion and introduction of the proposed FY2025 budget (City Manager Edmondson)
4. Discussion regarding Mayor Jones' attempt at changing the city charter to a Mayor Council System (MPT Smith)

XIII. New Ordinances and Resolutions

- [1.](#) 2nd Reading of Ordinance 2024-08 regarding proposed text amendments to Chapter 5, Article 6, Division 12 – Community Redevelopment Tax Incentive Program to provide further guidance on how to best manage blighted properties within the City of Stone Mountain. (City Planner Edwards)
2. Discussion and vote on resolution 2024-10, a Resolution supporting the City of Milton (City Attorney Strickland)

XIV. Remarks of Privilege

XV. Announcements by The Mayor

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

XVII. Adjournment



Special Called JOINT SESSION Mayor & Council, and DDA

Tuesday, November 12, 2024 at 6:30 PM

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

Minutes

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

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

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

Post 6: Council Member Teresa Crowe

DDA Board Members: Carl Wright – Chairperson | Thom Deloach – Vice-Chairperson | Denise Phillips – Treasurer | Jenna Trump – Board Member | Michelle Dunbar – Board Member | Post 1: Council Member Anita Bass – Board Member

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

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

Call to Order

Meeting called to order at 06:35 PM ET.

Determination of Quorum

PRESENT

Mayor & Council:

Council Member: Post 1 Anita Bass

Council Member: Post 2 Mark Marianos

Mayor Pro Tem: Post 3 Ryan Smith
Council Member: Post 4 Gil Freeman
Council Member: Post 5 Shawnette Bryant
Council Member: Post 6 Teresa Crowe
Mayor Beverly Jones

DDA Board Members:

Chairperson - Carl Wright
Vice-Chairperson - Thom Deloach
Treasurer - Denise Phillips
Board Member - Michelle Dunbar (Arrived at 06:44 PM ET)
Council Member: Post 1 Anita Bass

Absent:

Board Member - Jenna Trump

Adoption of The Agenda of The Day

No opposition to adopt the agenda of the day.

Business Items

1. Discussion on the partnership between the DDA and the City of Stone Mountain (DDA Attorney Williams)

Discussion occurred between Council and DDA.

NO ACTION OCCURED.

2. Discussion on DDA Financials and IGA 2024: Payment of Services (DDA Treasurer Denise Phillips)

Discussion occurred between City Council and DDA.

MOTION TO END DISCUSSION ON ITEM #2

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

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

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

MOTION PASSED; DISCUSSION ON THIS ITEM ENDED

3. Discussion on DDA Draft Budget and IGA 2025 (Assistant City Manager & Economic/DDA Director Dimov)

Discussion occurred between Council and DDA.

NO ACTION OCCURED.

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

No Executive Session meeting was held.

Adjournment

MOTION TO ADJOURN

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

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

Voting Nay: Council Member: Post 4 Freeman

MOTION TO ADJOURN PASSED. THE MEETING WAS ADJOURNED AT 09:08 PM



Mayor and City Council Regular Session

Tuesday, October 01, 2024 at 6:30 PM

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

Minutes

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

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

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

Post 6: Council Member Teresa Crowe

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

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

Link to join Webinar: [<https://us06web.zoom.us/j/829260137511>]

Call to Order

The meeting was called to order by the Mayor at 6:34 PM.

Determination of Quorum

PRESENT

Council Member: Post 1 Anita Bass (Online)

Council Member: Post 2 Mark Marianos

Mayor Pro Tem: Post 3 Ryan Smith

Council Member: Post 4 Gil Freeman

Council Member: Post 5 Shawnette Bryant

Council Member: Post 6 Teresa Crowe

Mayor Beverly Jones

Invocation and Pledge

The Mayor led the Pledge of Allegiance at 6:36 PM ET, followed by the invocation at 6:36 PM ET.

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

Comments from the Public

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Citizen Comment #1 – A. Williams:

Williams emphasized the urgent need for the repair of the speed sign at the intersection of Mountain View and Stone Trace. He stressed that this action is critical for enhancing traffic safety in the area.

Citizen Comment #2 – Cheryl Dudley:

Dudley spoke on the vital importance of voter participation, stressing the need for continued awareness and advocacy to ensure individuals' voting rights are protected. She outlined various strategies aimed at preventing disenfranchisement.

Citizen Comment #3 – Joan Monroe:

Monroe raised concerns regarding the availability of crime reports, advocating for the publication of these reports online to increase transparency. She also expressed dissatisfaction with the current state of Mainstreet, citing issues with its visibility and condition.

Citizen Comment #4 – Shante Lewis:

Lewis addressed the ongoing challenges faced by the community in the aftermath of the recent hurricane, particularly the lack of timely trash collection and disruptions to mail services. She called for immediate attention and resolution of these issues to restore normalcy for residents.

Citizen Comment #5 – Kay Nunez:

Nunez expressed her appreciation for the Council’s efforts in advancing safety measures throughout the city. She commended the progress made and acknowledged the positive impact these initiatives have had on the community.

Citizen Comment #6 – Ms. Thomas:

Thomas voiced concerns regarding the proposed bond, cautioning against the potential risks associated with bonding the funds. She urged the Council to thoroughly evaluate the long-term liabilities and financial implications before proceeding.

Citizen Comment #7 – Clint Monroe:

Monroe highlighted the importance of maintaining comprehensive incident response plans, including the need for a reliable backup generator. He inquired about the type of fuel source being used for the generator and reiterated the importance of voter registration and participation in upcoming elections.

Review of the Journal (Interim City Manager & City Clerk Edmondson)

- 1. Request Minutes from City Council Meeting [09.17.2024] be approved (Pages 4-10)

MOTION TO APPROVE

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

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

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

MINUTES APPROVED

Reading of Communications

Adoption of The Agenda of The Day

MOTION TO APPROVE THE AGENDA FOR TODAY’S MEETING

Motioned by Mayor Pro Tem: Post 3 Smith, Seconded by Council Member: Post 6 Crowe.

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

City Manager's Report

2. Interim City Manager - Shawn Edmondson (Pages 11-26)

The report can be found in the Agenda Package and on the City Website.

Council Policy Discussion Topics

Unfinished Business

3. Discussion on the soft quotes (quotes may vary upon inspection) received from Forensic Audit Firms: IAG Forensics & Valuation, Forensic Brothers Investigative Services investigators, Moore Colson. (Interim City Manager Edmondson). (Pages 27-70)

Interim City Manager Edmondson provided an overview of the quotes included in the agenda package and clarified the accompanying information.

No action was taken.

4. Discussion on DDA (CM Gil Freeman)

The item has been postponed to the next session.

New Business

5. Discussion and approval of an agreement between Pond & Company and the City of Stone Mountain for additional services related to the schematic design of the Baptist Lawn property and adjacent Georgia Military College property, aimed at developing a public greenspace for special events. The scope includes two tasks: Task 1 – Existing Conditions Assessment (including survey) for \$19,950.00 and Task 2 – Concept Design for \$35,550.00, totaling \$55,500.00. (Interim City Manager Edmondson) (Pages 71-74)

There are no action items.

6. Discussion and Approval of Procedures for City Contracts; in order to, review and approve the proper procedures for managing and signing City Contracts. (MPT Ryan Smith & CM Teresa Crowe)

There are no action items.

7. Discussion and approval to pursue a Bond Council to guide the process in applying and receiving a bond for SPLOST II. (Interim City Manager Edmondson)

There are no action items.

New Ordinances and Resolutions

8. Discussion and Approval of Resolution 2024-06, A resolution to allocation the remaining ARPA Funds (Interim City Manager Edmondson)

Interim City Manager requested that this item be struck from the agenda and removed.

Remarks of Privilege

Announcements by The Mayor

Executive Session to Discuss Personnel, Legal, Cyber Security and/or Real Estate

MOTION TO MOVE INTO EXECUTIVE SESSION

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

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

MOTION APPROVED

MOTION TO APPOINT MAGGIE DIMOV AS ASSISTANT CITY MANAGER:

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

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

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

MOTION PASSES

Adjournment



Mayor and City Council Work Session

Tuesday, October 15, 2024 at 6:30 PM

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

Minutes

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

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

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

Post 6: Council Member Teresa Crowe

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

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

Call to Order

Mayor Jones called the meeting to order at 06:36 PM ET.

Determination of Quorum

PRESENT

Council Member: Post 1 Anita Bass

Council Member: Post 2 Mark Marianos

Mayor Pro Tem: Post 3 Ryan Smith

Council Member: Post 4 Gil Freeman

Council Member: Post 5 Shawnette Bryant

Council Member: Post 6 Teresa Crowe

Mayor Beverly Jones

Invocation and Pledge

Mayor Jones led the Pledge of Allegiance, followed by the Invocation.

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

Comments from the Public

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Citizen Comment #1

The citizen expressed gratitude for the GA Power briefing on September 19, 2024, and the Empowerment Line resource event on October 5, 2024. They noted that both events were extremely empowering and provided valuable support to the community

Citizen Comment #2:

The citizen remarked that Main Street is looking well and acknowledged the city's improvements. They requested an update on a split pad located at 750 Stonedraw Court, stating that the split pad poses a hazard and needs attention.

Citizen Comment #3:

The citizen highlighted that early voting in Georgia began on October 15, 2024. They emphasized the significance of this election and encouraged the public to vote.

Citizen Comment #4:

The citizen expressed opposition to the proposed Ordinance 2024-08, citing potential risks and hazards associated with it. They stressed the importance of prioritizing the needs of the people over profit.

Citizen Comment #5:

The citizen thanked Council Member Bryant for hosting the GA Power event. They noted that if GA Power had not been aware of the trees in the area, the aftermath of the recent hurricane could have

been much worse. The citizen also mentioned that the public was not invited to attend a meeting regarding the proposed Ordinance 2024-08 and requested an update on SPLOST I and II.

Citizen Comment #6:

The citizen commended the city on its recent landscape improvements and suggested that it would be important to ensure that trashcans are regularly monitored and emptied. They also pointed out that other cities are utilizing ARPA funds to provide grants for beautification projects, particularly for main streets.

Review of the Journal (Assistant City Clerk Mai)

1. Request Minutes from City Council Meeting [10.01.2024] be approved (Assistant City Clerk Mai) (Pages 4-8)

City staff requested that the minutes be postponed until the next meeting due to necessary corrections.

Reading of Communications

Adoption of The Agenda of The Day

MOTION TO ADOPT THE AGENDA OF THE DAY

Motion made by Mayor Pro Tem: Post 3 Smith, Seconded by Council Member: Post 4 Freeman.

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

MOTION PASSED

Committee Discussion Items

2. Stone Mountain Community Garden (Pages 9-12)

Chairman Brown spoke on behalf of the committee. Chairman Brown thanked Assistant City Clerk Danny Mai on the great work that he has been doing regarding the city website.

Chairman Brown provided an update and described the Community Garden to Council & Staff.

CM Freeman asked for a status on the beehives.

COMMITTEE REPORT FOUND IN THE AGENDA PACKAGE

3. Planning Commission (Page 13)

N/A

COMMITTEE REPORT FOUND IN THE AGENDA PACKAGE

4. Economic Development/Downtown Development Authority (Pages 14-15)
DDA Director Dimov spoke on and provided updates regarding the DDA.

COMMITTEE REPORT FOUND IN THE AGENDA PACKAGE

5. Historic Preservation Commission (Page 16)

N/A

COMMITTEE REPORT FOUND IN THE AGENDA PACKAGE

6. Parks and Recreation Committee

Chairperson Parker spoke to council and provided updates on various projects. Chairperson additionally mentioned other Parks and Recs departments within other municipalities, noting that the City of Stone Mountain has great potential.

Chairperson noted that the Parks and Recs committee is looking to host a fall festival.

No Committee Report was provided, and as such are not in the package.

Staff Reports

7. Public Safety- Police Chief- James Westerfield Jr (Pages 17-19)

Chief Westerfield mentioned the importance of Breast Cancer awareness month & Domestic Violence awareness month. Chief Westerfield thanked the community for a successful faith in blue.

STATISTICS FOUND IN AGENDA PACKAGE

8. Administration- Assistant City Clerk - Danny Mai (Pages 20-22)

City Manager Edmondson spoke on Administrative statistics.

REPORT FOUND IN THE AGENDA PACKAGE.

City Manager's Report

9. Interim City Manager - Shawn Edmondson

City Manager's Report can be found on the City Website & in the Agenda Package.

Council Policy Discussion Topics

Unfinished Business

10. Discussion regarding the process in applying and receiving a bond for SPLOST II. (Interim City Manager Edmondson)

The Interim City Manager spoke on the benefits of bonding and addressed questions raised by the council. The Interim City Manager also noted that the administration is reviewing various bond quotes.

The Mayor suggested that a public meeting be scheduled regarding bonding to allow for community input. Additionally, Council Member Bryant requested that the Storm Water Department be able to attend the next council session.

11. Discussion regarding the "Small Cities IGA" (Inter-Governmental Agreement) between the City of Stone Mountain and DeKalb County (Interim City Manager Edmondson & City Attorney Strickland)

The City Attorney provided the council with information regarding the Intergovernmental Agreement (IGA). The City Attorney noted that this item will be placed on the next agenda, scheduled for November 6, 2024, as a voting item.

12. Discussion on DDA (CM Freeman)

CM Freeman postponed this until the next City Council Session.

New Business

13. **1ST READING:** Discussion and review of Staff Recommendations for Variance at 844 Sheppard Way (Parcel ID: 18 073 01 135) to allow for the construction of a wooden fence within the stream buffers, with the condition that the fence be at least 50% open to allow for water flow. (City Planner Edwards) (Pages 23-30)

No Action

14. **1ST READING:** Discussion and review of Staff Recommendations for Variance Denial at 844 Sheppard Way (Parcel ID: 18 073 01 135) to deny the request for a fence in the front yard to

exceed 4 feet in height, as recommended by staff and the Planning Commission. (City Planner Edwards) (Pages 30-37)

No Action

- 15. 1ST READING:** Discussion and review of Staff Recommendations for Variance Denial at 6204 East Ponce de Leon Ave (Parcel ID: 18 125 03 014) to deny the request for a curb cut exceeding 24 feet in width, as recommended by staff and the Planning Commission. (City Planner Edwards) (Pages 38-46)

No Action

16. Discussion and approval of Open Containers for the "Day of the Dead" celebration and all other major festivals and parades. (CM Marianos)

Council Member Marianos spoke on the benefits of hosting events like Dia de Los Muertos, emphasizing the positive impact such events would have on local businesses, particularly stores and restaurants in the city.

MOTION TO APPROVE THE USE OF THE LAWN ON MAIN FOR THE DIA DE LOS MUERTOS EVENT

Motion made by Mayor Pro Tem: Post 3 Smith, seconded by Council Member: Post 2 Marianos.

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

MOTION TO APPROVE THE AMENDMENT TO THE RESOLUTION TO INCLUDE THE MAP DETAILING THE BOUNDARIES OF OPEN CONTAINER AND RESOLUTION AS PRESENTED

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

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

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

New Ordinances and Resolutions

- 17. 1ST READING:** Ordinance 2024-08 to amend Chapter 5, Article 6, Division 12 – Community Redevelopment Tax Incentive Program of the City of Stone Mountain Code of Ordinances. (City Planner Edwards) (Pages 47-55)
- No Action.

Remarks of Privilege

Announcements by The Mayor

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

Adjournment



Mayor and City Council Regular Session

Wednesday, November 06, 2024 at 6:30 PM

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

Minutes

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

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

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

Post 6: Council Member Teresa Crowe

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

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Public Hearing

Mayor Jones started the public hearing at 06:35 PM ET

Discussion and review of Staff Recommendations for Variance at 844 Sheppard Way (Parcel ID: 18 073 01 135) to allow for the construction of a wooden fence within the stream buffers, with the condition that the fence be at least 50% open to allow for water flow.(City Planner Edwards) Pages 5-29

Public Hearing – Variance Request

City Planner Edwards addressed the council, requesting that the two public hearings be combined for discussion.

Applicant's Presentation:

The applicant spoke about the request, explaining the rationale for seeking the variance. The applicant emphasized the desire to store equipment in the yard, hidden behind a fence for privacy and security.

Council Member Bryant raised concerns about establishing a potential precedent with this item. City Planner Edwards responded, noting that some homes in the area already have fences of similar height.

Council's Questions:

The council questioned the applicant further, asking for additional reasoning and clarification on why this variance should be considered acceptable.

In Favor:

Elizabeth Richmond spoke in favor of the request, citing a previous approval by the Historic Preservation Commission (HPC) for another 6-foot fence in the historic area. She emphasized the fairness of this approach in maintaining consistency.

In Opposition:

There were no individuals speaking in opposition to the request.

Discussion and review of Staff Recommendations for Variance Denial at 844 Sheppard Way (Parcel ID: 18 073 01 135) to deny the request for a fence in the front yard to exceed 4 feet in height, as recommended by staff and the Planning Commission. (City Planner Edwards) Pages 30-53 Combined with the initial, first public hearing.

Discussion and review of Staff Recommendations for Variance Denial at 6204 East Ponce de Leon Ave (Parcel ID: 18 125 03 014) to deny the request for a curb cut exceeding 24 feet in width, as recommended by staff and the Planning Commission. (City Planner Edwards)

Variance Request – Application Withdrawal

City Planner Edwards spoke on this matter, informing the council that the applicant is withdrawing the application for the variance. Edwards noted that the applicant has decided to proceed with repairing the property as it currently stands, without seeking any changes.

Applicant:

There was no presentation from the applicant.

In Favor:

There were no individuals speaking in favor of the request.

In Opposition:

There were no individuals speaking in opposition to the request.

Ordinance 2024-08 to amend Chapter 5, Article 6, Division 12 – Community Redevelopment Tax Incentive Program of the City of Stone Mountain Code of Ordinances. (City Planner Edwards) Pages 63 - 71

Code of Ordinances Update

City Planner Edwards spoke to the council, informing them that staff is working to update the Code of Ordinances to align with practices from other cities. Edwards highlighted the various redlining and edits being proposed by staff to improve the city's code.

In Favor:

There were no individuals speaking in favor of the updates at this time.

In Opposition:

Larry Charles addressed the proposed definitions in the updates, specifically discussing buildings being used as storage rather than storefronts. He also raised concerns about the ongoing rodent problem in the city. Charles emphasized that in order to have a greater impact, future meetings should be shorter than six hours.

Ms. Thomas spoke about the issues with external paint and the increasing blight in the city. She urged the council to consider renters as primary residents and stressed the importance of having a written record of an ordinance to address these concerns.

Troy Richmond expressed frustration with the council's treatment of citizens, stating that council members need to show better respect for the public. He called attention to what he considered a lack of respect shown to citizens during meetings.

Adjournment

Public Meeting Adjourned at 07:22 PM ET

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

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

Call to Order

Mayor Jones called the meeting to order.

Determination of Quorum

PRESENT

Council Member: Post 1 Anita Bass

Council Member: Post 2 Mark Marianos

Mayor Pro Tem: Post 3 Ryan Smith

Council Member: Post 4 Gil Freeman

Council Member: Post 5 Shawnette Bryant

Council Member: Post 6 Teresa Crowe

Mayor Beverly Jones

Invocation and Pledge

Mayor Jones led the Pledge at 07:23 PM ET. Rev Parker led the Invocation at 07:24 PM ET.

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

Comments from the Public

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Citizen Comment #1 – Joan Monroe:

Joan Monroe spoke about requesting to meet with the City Manager. Monroe noted that upon arrival, the City Manager complained about his role throughout the meeting. Monroe raised concerns that Chief Westerfield denied safety-related requests from 50 citizens and that all requests from the Police Department were rejected. Monroe further stated that the City Manager's report is a waste of taxpayer funds

Citizen Comment #2 – Susan Taylor: Susan Taylor spoke about the success of the Dia de los Muertos event, noting the massive turnout and increased foot traffic that occurred.

Citizen Comment #3 – Elizabeth Richmond:

Elizabeth Richmond reminded the council that investigations brought forward should be prioritized rather than forgotten. Richmond highlighted the need to investigate the Mayor's credit card usage and unemployment claims. Richmond also raised concerns about religious favoritism during the invocation at council meetings.

Citizen Comment #4 – Ms. Thomas:

Ms. Thomas noted that the 2023 Audit, as reported by the Community of Public Affairs, showed the city failed the audit. Thomas emphasized the need to investigate the rusted gym. Thomas also expressed concern that council meeting minutes are not always available online, requesting that they be made

more consistently accessible. Thomas mentioned that while documents are provided to the media, citizens often do not receive them. She also alleged that the Assistant City Clerk is not in compliance with state law regarding required training. Thomas noted the importance of the 2023 audit, and requested that they be presented as soon as possible.

Citizen Comment #5 – Troy Richmond:

Troy Richmond, an arborist, emphasized the importance of keeping receipts and invoices, noting that losing receipts creates a direct conflict of interest. Richmond argued that it would be unethical not to reject reimbursements in such cases. Richmond also stated that the Mayor should step down due to unethical actions.

Citizen Comment #6 – Cheryl Dudley:

Cheryl Dudley stressed the importance of helping the German Restaurant reopen, citing the many people it brought to the city. Dudley reflected that the restaurant would have lasted 50 years if it were still open today. She also mentioned the variety of vendors at the event and noted the success of the mental health event.

Review of the Journal (Assistant City Clerk Mai)

1. Request Minutes from City Council Meeting [10.15.2024] be approved

Assistant City Clerk Mai requested that the minutes be approved.

Council Member Marianos motioned to approve the minutes.

Council Member Bass seconded the motion.

Council Member Crowe interjected and motioned to postpone the approval of the minutes until the next council session on November 19, 2024.

MOTION

Motion made by Council Member: Post 6 Crowe, seconded by Council Member: Post 2 Marianos.

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

Reading of Communications

Adoption of The Agenda of The Day

City Manager Edmondson noted that staff is requesting various amendments to the agenda, as outlined below:

Amendments:

New Business Item #1 moved to precede Old Business.

Add Item #11 to Old Business: Discussion and signing of IGA.

Removal of Item #6 from New Business.

Item #8 moved to Item #1 in New Business.

MOTION TO APPROVE THE REQUESTED AGENDA AMENDMENTS

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

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

City Manager's Report

2. City Manager - Shawn Edmondson

The City Manager's report is included in the Agenda Package.

Mayor Jones' Remarks:

Mayor Jones addressed the council, noting that the bathrooms in the city facilities were not ADA accessible. She requested that the Parks and Recreation Chair come forward to speak on behalf of the Parks and Recreation Department. Mayor Jones also highlighted concerns about safety, mentioning that wires were hanging from the ceiling and that the floors were not completed.

Council Policy Discussion Topics

Unfinished Business

3. 2ND READING: Discussion and review of Staff Recommendations for Variance at 844 Sheppard Way (Parcel ID: 18 073 01 135) to allow for the construction of a wooden fence within the stream buffers, with the condition that the fence be at least 50% open to allow for water flow. (City Planner Edwards) Page 72-96

Variance Request – Approval with Conditions

City Planner Edwards noted that there were no further comments from the public hearing. Edwards recommended approval of the variance, subject to the following conditions:

MOTION TO APPROVE THE VARIANCE CONTINGENT ON STAFF CONDITIONS

Motion made by Council Member: Post 6 Crowe, seconded by Council Member: Post 1 Bass.

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

Voting Nay: Council Member: Post 5 Bryant.

4. 2ND READING: Discussion and review of Staff Recommendations for Variance Denial at 844 Sheppard Way (Parcel ID: 18 073 01 135) to deny the request for a fence in the front yard to exceed 4 feet in height, as recommended by staff and the Planning Commission. (City Planner Edwards) Pages 97-120

Variance Request – Denial with Conditions

City Planner Edwards noted that there were no further comments from the public hearing. Edwards indicated that staff recommends denial of the variance request. Should council seek to approve, staff would recommend approval with the following conditions:

MOTION FOR APPROVAL WITH STAFF CONSIDERATIONS BUT FOR A 6-FEET FENCE RATHER THAN A 4-FEET FENCE

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

Voting Yea: Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Council Member: Post 4 Freeman, Council Member: Post 6 Crowe.

Voting Nay: Mayor Pro Tem: Post 3 Smith, Council Member: Post 5 Bryant

5. 2ND READING: Discussion and review of Staff Recommendations for Variance Denial at 6204 East Ponce de Leon Ave (Parcel ID: 18 125 03 014) to deny the request for a curb cut exceeding 24 feet in width, as recommended by staff and the Planning Commission. (City Planner Edwards) Pages 121-129

Variance Request – Withdrawal

City Planner Edwards noted that this item has been withdrawn based on staff recommendations.

MOTION TO ACCEPT THE WITHDRAWAL

Motion made by Council Member: Post 1 Bass, seconded by Council Member: Post 6 Crowe.

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

6. Discussion regarding DDA (CM Freeman)
Tabled to special called joint meeting.
7. Discussion on SPLOST I AND SPLOST II (Mayor Jones)
Discussion occurred on the matter; however, no action was taken.

New Business**New Item #10: Discussion Regarding Cat's Cradle Media Production Company**

A discussion occurred regarding the Cat's Cradle media production company.

MOTION TO APPROVE THE CAST PRODUCTION ON THE 7TH AND 8TH OF NOVEMBER

Motion made by Council Member: Post 2 Marianos, seconded by Council Member: Post 5 Bryant.

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

New Item #11: Approval and Signing of the IGA for Capital Outlay Projects in Avondale Estates, Lithonia, Pine Lake, and Stone Mountain**MOTION TO APPROVE AND SIGN THE IGA**

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

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

Executive Session item vote:

Motion made by Mayor Pro Tem: Post 3 Smith, seconded by Council Member: Post 2 Marianos.

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

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

8. Discussion with Forensic Audit Firm: Forensic Brothers Investigative Services (FBIS) regarding Council's requested Scope of Work and Engagement with FBIS, along with a presentation overview. (City Manager Edmondson)

City Manager Edmondson introduced the team to the Council.

Tony Smith spoke on behalf of the firm, and Vic Hartman presented a slide to the Council, which is included in the agenda package. Hartman noted that the agreement would include an amendment allowing unfettered access to all records. Additionally, the firm requested the inclusion of a statute of limitations, with a clearly defined scope of work, covering past years. Hartman explained the process and answered questions from Council. He emphasized that the length of the process would be contingent on the scope of the work involved.

9. Discussion on spending of the City Credit Card by Council and Staff (Mayor Jones)

No Action Taken

10. Review and Discussion regarding the contractual renewal regarding the City Attorney role for the upcoming Fiscal Year (City Manager Edmondson) Pages 130-132

City Attorney Strickland spoke on the updated fee schedule, noting a \$15 increase across all services provided by the City Attorney's Office.

Mayor Jones inquired whether a commission would be allowed to contact the City Attorney directly. City Attorney Strickland clarified that all contact should be funneled through the City Manager's Office.

The renewal date for the updated fee schedule is set for January 1, 2025

11. Review and Discussion regarding the contractual renewal regarding the Finance Director role for the upcoming Fiscal Year (City Manager Edmondson)

No Action Taken.

12. Discussion of the hiring process for city staff (Mayor Jones)

No Action Taken.

13. Discussion on the Status of City Cell phones in association with Staff and Council Members (Mayor Jones)

Removal of Item #6 from New Business.

14. Discussion on personnel representation with the Media (Mayor Jones)

No Action Taken.

15. Discussion on adding the City Attorney to be listed on the monthly work session agenda (Mayor Jones)

City Attorney Strickland noted that it may be beneficial for the work session agenda, to add a City Attorney report.

16. Discussion on Parks and Recreation (Mayor Jones)

No Action Taken.

New Ordinances and Resolutions

17. 1ST READING: Ordinance 2024-08 to amend Chapter 5, Article 6, Division 12 – Community Redevelopment Tax Incentive Program of the City of Stone Mountain Code of Ordinances. (City Planner Edwards) Pages 133-141

MOTION TO APPROVE THE FIRST READING AS PRESENTED, WITH THE EDITS AS PRESENTED BY STAFF

Motion made by Council Member: Post 6 Crowe, Seconded by Council Member: Post 1 Bass.

Voting Yea: Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro

Tem: Post 3 Smith, Council Member: Post 6 Crowe

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

18. Budget amendment resolution to allocate remaining funds in ARPA, prior to deadline of 12.31.2024 (City Manager Edmondson)

MOTION TO APPROVE THE REMAINING ARPA FUNDS AS STATED:

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

Voting Yea: Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro

Tem: Post 3 Smith

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

19. Resolution 2024-09 regarding the creation of two new roles within City Administration (City Manager Edmondson) Page 142

MOTION TO APPROVE THE RESOLUTION AS IS

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

Voting Yea: Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro

Tem: Post 3 Smith

Voting Nay: Council Member: Post 4 Freeman, Council Member: Post 5 Bryant, Council Member: Post 6 Crowe, Mayor Jones

MOTION FAILED

MOTION TO APPROVE AS AMENDED TO REMOVE THE RECORDS MANAGEMENT SPECIALIST

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

Voting Yea: Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro

Tem: Post 3 Smith, Council Member: Post 6 Crowe

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

Voting Abstaining: Mayor Jones

Remarks of Privilege

Announcements by The Mayor

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

20. Executive Discussion regarding Cyber Security & Personnel (Mayor Jones)

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

Voting Yea: Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro

Tem: Post 3 Smith, Council Member: Post 4 Freeman, Council Member: Post 5 Bryant,

Council Member: Post 6 Crowe

Adjournment

NOVEMBER 19, 2024

STONE MOUNTAIN COMMUNITY GARDEN AT VFW PARK

COMMITTEE REPORT



Members:

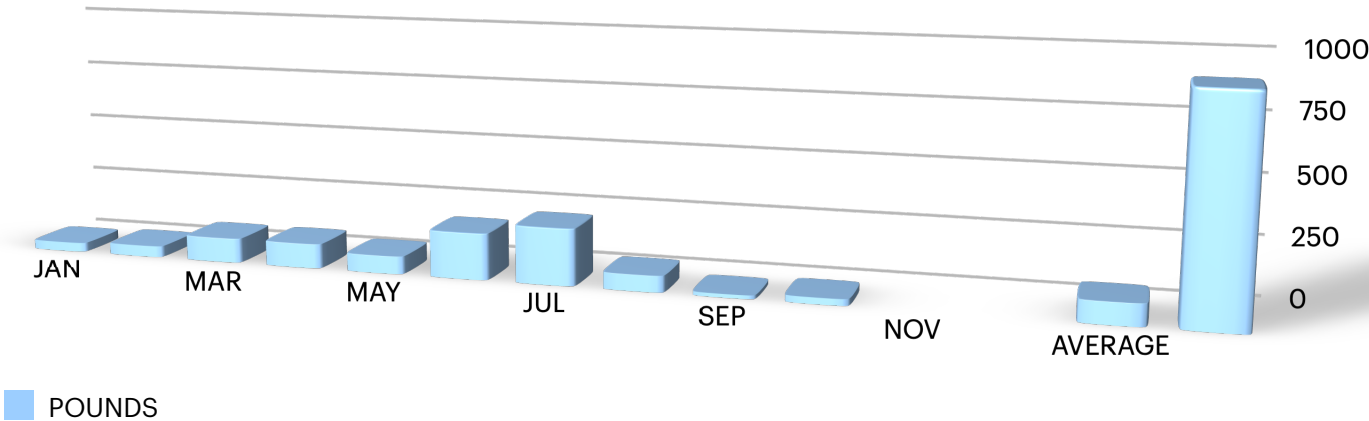
COLUMBUS BROWN, CHAIR
CHAKIRA JOHNSON, VICE CHAIR
JULIANA PIERRE, SECRETARY
LAURETTE JACKSON, MEMBER
TOM ZIMMERMAN, MEMBER

OVERVIEW

The Stone Mountain Community Garden at VFW Park (SMCG) was established in March 2011 as a partnership between the City of Stone Mountain and the Dekalb County/ University of Georgia Extension Service (Extension Service). Since that time, the SMCG has provided over 15,760 pounds of fresh produce to the Stone Mountain Ecumenical Food Pantry (Food Pantry) for distribution to local families with food insufficiencies. The SMCG is an all volunteer effort that has provided essential food for over 3,940 families to date.

Thus far in 2024, the SMCG has contributed over 916 pounds of fresh vegetables, fruits and herbs to the Food Pantry, averaging 91.6 pounds per month (see below) — benefiting 230 families with food insufficiencies.

SMCG 2024 Monthly Harvests for Food Pantry



The SMCG provides 54 spaces for individuals in the community to grow their own vegetables, fruits and flowers throughout the year. There is also, an apiary, butterfly/ pollinator garden, four composting systems, herb garden, children’s garden, grape arbor and two vertical gardens. No pesticides are used at the SMCG. Ten Master Gardeners

presently support this effort through the Extension Service. Volunteers (excluding Master Gardeners) have provided more than 520 service hours thus far in 2024.

RECENT EVENTS AT SMCG

October 19, 2024 Plant Eat and Repeat Talk on Preparing for Fall in Gardens - Hosted by Atlanta Botanical Gardens and Food Well Alliance. Additionally Healthy Garden, Healthy You - Talk and Cooking Demonstration on Healthy Eating - Hosted by the American Cancer Society Cancer Action Network. Atlanta Botanical Gardens prepared a documentary of this event. The event was attended by 30 participants.



1. Brandon Brones Speaks on Winter Cover Crops, 2. Chef Kristen Elliot Prepares Healthy Meal, 3. Speakers and Support Team for Plant Eat Repeat Workshop, and 4. Kristen Elliot Serves Healthy Food

November 9, 2024 Community Workday and Emory Care Team Volunteers Helped
Mini Talk by Columbus Brown on “Guiding Principles for Gardening
and Composting”

November 12, 2024 Volunteer Group from Food Well Alliance

UPCOMING EVENTS AT SMCG

December 14, 2024 Community Workday and Mini Talk (Topic TBD)

December 19, 2024 Quarterly SMCG Committee Meeting (ZOOM)

RECENT ACCOMPLISHMENTS

1. City Removed Excess Materials from Weed Piles, Cleared out Stalls and Hauled Materials Away From Site (Photo on Front Cover by Columbus Brown)
2. Locks replaced on storage building and bathrooms
3. Water Restored to Bathrooms and the SMCG
4. Partnered with Dunwoody Community Garden—Exchanging Plants for Pots
5. Food Well Alliance Grant Report for 2024 Completed
6. Atlanta Botanical Garden Donated Plants for Workday

IMMEDIATE NEEDS FROM CITY

1. Remove Dead Peach Tree and Clear Branches and Overgrowth Along Both Fences
2. Remedy Drainage/Safety Issue Near Entrance of SMCG

MEDIA EVENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**City of Stone Mountain Planning Commission
Mayor & Council Update 11/19/24**

Item # 2.

There was not a quorum for the October 21st, 2024 meeting so all cases were deferred to the November 18th, 2024 meeting.

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

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

The December meeting is scheduled for Monday, December 16th, 2024.

Activity Report

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

Date: 11/12/2024

Re: Monthly Report for October 2024

DDA REGULAR MEETING / October 28, 2024

The agenda for that meeting included the following discussions and approvals:

- **Approval of the Agenda:** Thom DeLoach made a motion to approve the agenda to include one additional item - the approval of a landscaping proposal #8409: *Self Watering Hanging Baskets with Boulder Installation*, for \$8,648.16.
- The meeting minutes from September 12, 2024, were approved.
- **Reports:** the DDA's monthly report to the DCA was submitted. The DDA was also provided with the profit and loss reports for Tunes and Mardi Gras.
- **RFQ #2, 2024 / Mural Project: 901 Main Street:** A total of eight (8) artists expressed interest in providing services. The DDA Director requested all artists to submit artwork for the proposed location – a total of four (4) artists submitted their mural designs. Next step – DDA will launch a community survey. (Michelle Dunbar was not involved in the discussion of the proposals and the selection process).
- **Façade Grants:** 5380 Studios decided to withdraw their application.

977 Main Street – the DDA requested the applicant to update his application (to include the same vendor to provide service to 977 Main Street and 979 Main Street). The City also requested the property owner of 977 Main Street to obtain a business license to receive the grant. The approval of this grant request was postponed till the next meeting.

901 Main Street – Michelle Dunbar, the property owner of 901 Main Street applied for a Façade Grant, to prepare the side wall for the mural installation. The DDA approved her request. (Ms. Dunbar did not participate in the discussion and approval of her application).

- **Discussion/Action Item: DDA Budget, FY2025**

The DDA Board held a budget discussion for FY 2025. Total project and program expenditures were \$725,750.00. The DDA Chairman and Director presented the draft budget to the city. After discussion with the city government, the DDA is requesting support from the city for \$175,750.00.

The city's contribution will be allocated to:

- DDA's Promotion and Advertising
 - DDA's Legal expenses
 - Contracted Labor for the installation of two murals
 - Enhancement Grant for local businesses
 - Special Events
-
- **Discussion Item: Enhancement Grant Program:** the DDA had a brief discussion about the projects and requirements for the program.

 - **2024 Landscaping Projects:** the DDA approved Proposal #8409: *Self Watering Hanging Baskets with Boulder Installation*, for \$8,648.16.



**City of Stone Mountain
Historic Preservation Commission
Mayor & Council Update 11/19/24**

Item # 4.

October 16th, 2024 meeting items:

1. 5379 East Mountain – Steve Franklin
Request to add an accessory structure for storage to the site. **APPROVED.**
2. 900 3rd Street – Delia Longoria
Request to remove 2 trees from the property. **APPROVED.**

October 29th, 2024 special called meeting items:

1. 5314 Cloud Street -Victoria Babcock
Request to install a 6-foot wooden fence. **Approved w/ conditions.**
2. 839 Main Street – Medhina Gibiremdin
Request to add an addition to the rear of the structure. **Deferred to 11/20/24.**

The next meeting is scheduled for November 20th, 2024.

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

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

Stone Mountain City Parks and Recreation Report
11-19-2024

The Parks and Recreation Meeting met on Monday, November 4, 2024, at city hall. A quorum was present.

The October 9th minutes were approved and are attached.

Discussion and action items:

The community is not satisfied with the renovation of the Leila Mason restroom. VFW park restroom has is using a porta potty. After discussing the restrooms, a decision was made to request a call meeting with the city manager, mayor, and city council to discuss the unsatisfactory work and scope of work that was expected. Possible date, November 15, 2024, at 6:30pm.

Park maintenance and correction items:

- McCurdy Park has dilapidated stairs. Three trees are dead and need immediate removal.
- 80% of the trees at McCurdy are being choked by uncontrolled ivy which is against the city code. The trees will die if not freed from the ivy post haste.
- The outdoor gym has water draining onto the surface mat, and there is rust and peeling on the surface covering.
- VFW Park has about 2-3' of debris at the entrance. The gates have mold and need cleaning and re-painting with rust proofing paint.
- The basketball courts at Medlock and Leila Mason Parks are still not in proper condition for official use.
- The pickle ball court at Medlock does not meet official standards and remains improper for official use.
- The painting that was to be done at both McCurdy Park and Leila Mason Park has been delayed. The areas need to be power washed prior to painting and the paint needs to be purchased by the city. The painting must be done when the concrete areas are above 40 degrees. the paint will not adhere if the temperatures dip below that level.

We are requesting 237,000.00 for projected 2025 projects:

- Park Signage (4) \$50,000
- Movies on Main – Penny \$ 5,000
- Wellness activities ie. Chi Gong, Tai Chi, etc. \$ 6,000
- Book Bench Project (4 Benches) - \$20,000
- Pan African Film Festival - \$20,000
- Poetry Slam (Youth and community engagement) \$ 3,000
- Employment of a Qualified Parks and Recreation Director - \$58,000
- Parks Beautification/Landscaping Necessary at all parks - \$60,000
- Miscellaneous \$15,000

Respectfully submitted by: Rev. Orea Parker, Chairperson
Mrs. Beverly Patterson Vice/Chair Mrs. Joan Monroe, Secretary Mrs. Stacy Green, Member
Ms. Gina Cox, Member Mrs. Penny Stuplin, Member

CITY OF STONE MOUNTAIN
 POLICE ACTIVITY STATISTICS
 OCTOBER 1-2024 - OCTOBER 31-2024

Item # 1.

ACTIVITY	DAY A-SHIFT	DAY B-SHIFT	MORNING C-SHIFT	MORNING D-SHIFT	TOTALS
Calls	55	30	24	38	147
Arrests	9	9	9	5	32
Citations	18	20	95	24	157
Warning Citations	9	21	5	9	44
DUI	0	0	0	0	0
VGCSA	1	1	1	2	4
Parking Citations	0	0	1	0	1
TOTALS	92	81	135	78	385
Incident Reports	144			Domestic 14	Accident 16

ADMINISTRATIVE TASKS	
Business License (New & Renewals)	20
Open Records Request	83
Approx Time per Request	2.3 Days
New Hire - Police	1
Total	104

CODE ENFORCEMENT	
Violation	Count
<i>5-267(A, C, D) Keep exterior premises in clean, safe and sanitary condition. Keep sidewalks and driveways repaired and free of hazardous conditions. Premises shall be maintained free from weeds, underbrush, or plant growth in excess of twelve (12) inches. All noxious weeds shall be prohibited. Upon the failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, he or she shall be subject to prosecution in accordance to city ordinance.</i>	1
Accessory uses clearly incidental to a permitted use and which will not create a nuisance or hazard; any accessory building exceeding 200 square feet shall have an exterior finish consistent with the primary residence.	1
Sec. 12-36. - Required; occupation tax required for business dealings in the city. Placing signage in right a way to lure children to his home for a Haunted House with out obtaning and business license from the city of Stone Mountain.	1
Sec. 12-46. When tax due and payable; effect of transacting business when tax is delinquent. On any new profession, trade or business begun in the city before July of any year, the certificate and tax shall be delinquent if not obtained immediately upon beginning business and a ten (10) percent penalty imposed if not paid within 90 days from the date business is commenced.	13

<p>Sec. 13-62. Parking shall only be allowed on areas surfaced with all-weather materials such as concrete, asphalt, brick, stone, or decorative gravel. No vehicle is permitted to park on grass or other vegetation unless permitted in applicable district zoning regulations.</p>	<p>2</p>
<p>Sec. 28-545 - Land Development Requirements. - An additional setback shall be maintained for twenty-five (25) feet, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. Grading, filling and earthmoving shall be minimized within the setback.</p>	<p>1</p>
<p>Sec. 5-267 (H-5) In residential district, no trailer, recreational vehicle, travel trailer, camper, pickup coach, motorized home, boat trailer or boat shall be permitted to be parked in front of the principal structure or within twenty (20) feet of the rear lot line, unless it is parked or stored completely within an enclosed garage or roofed carport.</p>	<p>4</p>
<p>Sec. 5-267 (H-1) No owner or occupant of any premises shall park any inoperable vehicle or permit any other person to park any inoperable vehicle on the owner's or occupant's premises for more than seventy-two (72) hours, unless the inoperable vehicle is parked in an enclosed structure. Sec. 5-267 (H-5) In residential district, no trailer, recreational vehicle, travel trailer, camper, pickup coach, motorized home, boat trailer or boat shall be permitted to be parked in front of the principal structure or within twenty (20) feet of the rear lot line, unless it is parked or stored completely within an enclosed garage or roofed carport.</p>	<p>3</p>
<p>Sec. 5-40. Failure to maintain historic property. Sec. 5-269 Exterior structure Req.(a,b,d,e,f,g,l,m and p) This structure is uninhabitable.</p>	<p>1</p>

SEC:5-267(D) Exterior Property Req.-All premises and exterior property, including develop and undeveloped lot shall maintained free from weed, underbushed or plant overgrowth in excess of twelve (12) inches. All premises must be free from rodent harborage and infestation.	3
SEC:5-40 Failure to maintain a historic property/ 5-269 (G) Roof and drainage shall be sound,tight and not have any defects.(A tarp has been on the roof for two(2) years.	1
Totals	31

PERMITTING	
Item	Quantity
Administration (Fire)	23
Administration Commercial	1
Commercial Building Permit	1
Residential Building Permit	4
Co/O or C/C New or Renovated Commercial	11
C/O or C/C Fee Renovated Single Family Detached, Condo	4
Commercial/Industrial Plan Review	1
Fire Insepction	1
Fire Alarm Only Plan Review	4
Occupancy Inspection	3
Permit Reinstatements	1
Re-Inspections	2
Residential Plan Review	3
Residential Roof	2
Sprinkler Only Plan Review	1
Strucutral Fire Plan Review (>5,000 sq ft)	1
Trade Permits	15
Total	78

ZONING	
Item	Quantity
Certiface of Appropriatness	4
Variances	2
Special Use Permit	1
Zoning Certification Letter	6
Banner Permits	4
Tree Removal Permits	2
Total:	19

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of the ____ day of _____, 2024 (the “Effective Date”), by and between the **CITY OF STONE MOUNTAIN, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council (hereinafter referred to as the “City”), and **BUSINESS CENTRAL SOLUTIONS LLC**, a Georgia limited liability company, d/b/a Municipal Central (hereinafter referred to as the “Consultant”), collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, City desires to retain Consultant to provide certain services in the completion of a Project (defined below); and

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

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

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

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

WHEREAS, Consultant has familiarized itself with the nature and extent of the Agreement, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work.

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Agreement. The Agreement shall consist of this Professional Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

- Exhibit A** – Scope of Work
- Exhibit B** – Contractor Affidavit (E-Verify)
- Exhibit C** – Key Personnel

B. Project Description. The “Project” at issue in this Agreement is generally described as municipal accounting services to include: (1) budget preparation and management;

(2) accounts payable management; (3) bank reconciliations; (4) review and preparation of State of Georgia annual close out report filings; (5) assistance with annual audit; (6) management of accounts receivable; and (7) financial management of SPLOST funding. The Consultant’s Key Personnel, defined below, may utilize the title “Finance Director.”

C. **The Work.** The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Scope of Work provided in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated in **Exhibit A**, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

D. **Schedule, Completion Date, and Term of Agreement.** Consultant understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of as of the Effective Date. The Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the City on December 31 of each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the City's provision of written notice of non-renewal to Contractor at least thirty (30) days prior to the end of the then current calendar year. The initial Term of this Agreement shall begin on the Effective Date and run until December 31, 2025, whereupon, unless earlier terminated as provided herein, this Agreement shall automatically renew for successive annual terms. However, under no circumstances shall this Agreement remain active beyond **December 31, 2027**, absent further written agreement of the Parties hereto. To the extent this is applicable to this Agreement, title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. WORK CHANGES

A. **Change Order Defined.** A “Change Order” means a written modification of the Agreement, signed by representatives of City and Consultant with appropriate authorization.

B. **Right to Order Changes.** City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by Consultant and City. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by City in its sole discretion, City shall have the right to determine reasonable terms, and Consultant shall proceed with the changed work.

C. **Change Order Requirement.** Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of City and Consultant.

D. **Authority to Execute Change Order.** The City Manager has authority to execute, without further action of the Mayor or City Council, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section III(B) below. Any such Change Orders materially altering the terms of this Agreement, or any Change Order affecting the price, must be approved by the City Council.

III. COMPENSATION AND METHOD OF PAYMENT

A. **Payment Terms.** City agrees to pay Consultant for the Work performed and costs incurred by Consultant upon certification by City that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Consultant upon City’s receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by City to process the invoice. Invoices shall be submitted on a monthly basis. Any material deviations in from the Work described in this Agreement shall be clearly communicated to City *before charges are incurred* and shall be handled through Change Orders as described in Section II above. City shall pay Consultant within thirty (30) days after approval of the invoice by City staff.

B. **Maximum Contract Price.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **\$109,900.00** per annum (the “Maximum Contract Price”), except as outlined in Section II(C) above, and Consultant represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement. The compensation for Work performed shall be based upon a monthly rate of **\$9,158.33**.

C. **Reimbursement for Costs.** The Maximum Contract Price set forth in Section III(B) above includes all costs, direct and indirect, needed to perform the Work and complete the Project. There shall be no reimbursement for additional costs incurred by Consultant.

IV. COVENANTS OF CONSULTANT

A. **Expertise of Consultant; Licenses, Certification and Permits.** Consultant accepts the relationship of trust and confidence established between it and City, recognizing that City’s intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Consultant under this Agreement. Consultant shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Consultant by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Consultant agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Consultant as a result of not meeting the applicable standard of care or quality will be provided by Consultant at no additional cost to City. This provision shall survive termination of this Agreement.

B. Budgetary Limitations. Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principles of Consultant's profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Consultant's profession and industry, Consultant will give written notice immediately to City.

C. City's Reliance on the Work. Consultant acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Consultant and that, therefore, City bears no responsibility for Consultant's Work performed under this Agreement. Consultant acknowledges and agrees that the acceptance of Work by City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, specifications or other work product by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

D. Consultant's Reliance on Submissions by City. Consultant must have timely information and input from City in order to perform the Work required under this Agreement. Consultant is entitled to rely upon information provided by City, but Consultant shall provide immediate written notice to City if Consultant knows or reasonably should know that any information provided by City is erroneous, inconsistent, or otherwise problematic.

E. Consultant's Representative. **DANNY LAMONTE** shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement.

F. Assignment of Agreement. Consultant covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of City. As to any approved subcontractors, Consultant shall be solely responsible for reimbursing them, and City shall have no obligation to them.

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

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

H. Independent Contractor. Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of City. Nothing in this Agreement shall be construed to make Consultant or any of its employees, servants, or subcontractors, an employee, servant or agent of City for any purpose. Consultant agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and City by virtue of this Agreement with Consultant. Any provisions of this Agreement that may appear to give City the right to direct Consultant as to the details of the services to be performed by Consultant or to

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

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

I. Insurance. The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees or subcontractors, including but not limited to commercial general liability coverage and workers' compensation coverage. Consultant shall maintain insurance policies with coverage and limits to fully cover all liabilities and obligations of Consultant under this Agreement.

Consultant shall furnish the City with certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance and required endorsements shall be furnished on a form utilized by Consultant's insurer in its normal course of business. The Consultant shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:

- (1) Consultant shall provide evidence on City-provided forms that it and Consultant's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Consultant provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

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

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

_____ 500 or more employees.

_____ 100 or more employees.

 X Fewer than 100 employees.

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

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

K. Records, Reports and Audits.

(1) Records:

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

time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

- (2) **Reports and Information:** Upon request, Consultant shall furnish to City any and all Records in the form requested by City. All Records provided electronically must be in a format compatible with City's computer systems and software.
- (3) **Audits and Inspections:** At any time during normal business hours and as often as City may deem necessary, Consultant shall make available to City or City's representative(s) for examination all Records. Consultant will permit City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Consultant shall provide proper facilities for City or City's representative(s) to access and inspect the Records, or, at the request of City, shall make the Records available for inspection at City's office. Further, Consultant shall permit City or City's representative(s) to observe and inspect any or all of Consultant's facilities and activities during normal hours of business for the purpose of evaluating Consultant's compliance with the terms of this Agreement. In such instances, City or City's representative(s) shall not interfere with or disrupt such activities.

L. Ethics Code; Conflict of Interest. Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Stone Mountain Code of Ethics or any other similar law or regulation. Consultant certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Consultant become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Consultant shall immediately notify City. If City determines that a conflict of interest exists, City may require that Consultant take action to remedy the conflict of interest or terminate the Agreement without liability. City shall have the right to recover any fees paid for services rendered by Consultant when such services were performed while a conflict of interest existed if Consultant had knowledge of the conflict of interest and did not notify City within five (5) business days of becoming aware of the existence of the conflict of interest.

Consultant and City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Consultant and City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by

or on behalf of a sub-consultant under a contract to the prime Consultant or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

M. Confidentiality. Consultant acknowledges that it may receive confidential information of City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. Consultant agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of City. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

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

N. Key Personnel. All of the individuals identified in **Exhibit C**, attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the Project team, as listed in **Exhibit C**, without written approval of City. Consultant recognizes that the composition of this team was instrumental in City's decision to engage Consultant for the Work and that compelling reasons for substituting these individuals must be demonstrated for City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

O. Meetings. Consultant is required to meet with City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to City. Meetings will occur as problems arise and will be coordinated by City. City shall inform Consultant's Representative of the need for a meeting and of the date, time and location of the meeting at least three (3) full business days prior to the date of the meeting. Face-to-face meetings are desired. However, at Consultant's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of this Agreement for cause.

P. Authority to Contract. The individual executing this Agreement on behalf of Consultant covenants and declares that it has obtained all necessary approvals of Consultant's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

Q. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Consultant (“Materials”) shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any Materials remaining in the hands of Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to City whether or not the Project or Work is commenced or completed; provided, however, that Consultant may retain a copy of any deliverables for its records. Consultant assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged or destroyed before final delivery to City, Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

R. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

S. Statutory Compliance. Pursuant to O.C.G.A. § 36-80-28, the Consultant hereby represents to City as follows:

- (1) The Consultant shall avoid any appearance of impropriety and shall follow all policies and procedures of the City;
- (2) With the exception of economic development activities that are confidential pursuant to O.C.G.A. Title 50, Chapter 18, Article 4, the Consultant shall immediately disclose to the City any material transaction or relationship, including, but not limited to, that of the Consultant, the Consultant’s employees, or the Consultant’s agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose to the City any material transaction or relationship subsequently discovered during the pendency of the Agreement; and
- (3) The Consultant acknowledges that any violation or threatened violation of the Agreement may cause irreparable injury to the City entitling the City to seek injunctive relief in addition to all other legal remedies.

V. COVENANTS OF CITY

A. **Right of Entry.** City shall provide for right of entry for Consultant and all necessary equipment as required for Consultant to complete the Work; provided that Consultant shall not unreasonably encumber the Project site(s) with materials or equipment.

B. **City's Representative.** SHAWN EDMONDSON, City Manager, shall be authorized to act on City's behalf with respect to the Work as City's designated representative on this Project, provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

A. **For Convenience.** Either party may terminate this Agreement for convenience upon providing at least thirty (30) days' prior written notice to the other party in accordance with the notice provisions stated hereinbelow.

B. **For Cause.** In the event of either party's breach or default under this Agreement, the other party may terminate this Agreement for cause. The defaulting party shall have at least seven (7) calendar days' prior written notice of the other party's intent to terminate the Agreement for cause and the reasons therefor.

C. **Statutory Termination.** In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in I(D) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of City.

D. **Payment Upon Termination.** Upon termination, City shall provide for payment to Consultant for services rendered and, where authorized, expenses incurred prior to the termination date; provided that, where this Agreement is terminated for cause, City may deduct from such payment any portion of the cost for City to complete (or hire someone to complete) the Work, as determined at the time of termination, not otherwise covered by the remaining unpaid Maximum Contract Price.

E. **Conversion to Termination for Convenience.** If City terminates this Agreement for cause and it is later determined that City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section VI(A) above.

F. **Requirements Upon Termination.** Upon termination, Consultant shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Consultant in performing this Agreement, whether completed or in process, in the form specified by City.

G. Reservation of Rights and Remedies. The rights and remedies of City and Consultant provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. MISCELLANEOUS

A. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written Change Order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

B. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of DeKalb County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Consultant submits to the jurisdiction and venue of such court.

D. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared in valid.

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

F. Notices.

(1) **Communications Relating to Day-to-Day Activities.** All communications relating to the day-to-day activities of the Work shall be exchanged between City’s Representative (named above) for City and

Consultant's Representative (named above) for Consultant.

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

NOTICE TO CITY shall be sent to:

City Manager
City of Stone Mountain, Georgia
875 Main Street
Stone Mountain, Georgia 30083

NOTICE TO CONSULTANT shall be sent to:

Danny Lamonte
Municipal Central LLC
409 Arrowhead Blvd Ste A110
Jonesboro, Georgia 30236

G. Waiver of Agreement. No failure by City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Consultant with this Agreement, and no custom or practice of City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect City's right to demand exact and strict compliance by Consultant with the terms and conditions of this Agreement. Further, no express waiver shall affect any Term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations and insurance maintenance requirements.

I. No Third-Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

J. Sovereign Immunity; Ratification. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

K. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Consultant or any successor in interest in the event of any default or breach by City or for any amount which may become due to Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers, or directors to any personal contractual liability, except where Consultant is a sole proprietor. The Parties agree that, except where Consultant is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Consultant or City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

L. Counterparts; Agreement Construction and Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Consultant represents that it has reviewed and become familiar with this Agreement and has notified City of any discrepancies, conflicts or errors herein. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to City shall govern. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

M. Force Majeure. Neither City nor Consultant shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Consultant; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

N. Material Condition. Each term of this Agreement is material, and Consultant's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

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

BUSINESS CENTRAL SOLUTIONS LLC

Signature: _____

Print Name: _____

Title: _____

Attest/Witness:

Signature: _____

Print Name: _____

Title: _____

CITY OF STONE MOUNTAIN, GEORGIA

By: _____

Dr. Beverly Jones, Mayor

Attest:

Shawn Edmondson, City Manager

Approved as to form:

City Attorney

EXHIBIT A**SCOPE OF ACCOUNTING AND FINANCE SERVICES**

Consultant shall manage the City's Finance Department as its Finance Director and shall oversee, manage, and complete any and all necessary and recommended (subject to the approval of the City Manager) accounting services for the City which shall include but not be limited to the following:

- (1) Budget preparation and management;
- (2) Accounts payable management;
- (3) Bank reconciliations;
- (4) Review and preparation of State of Georgia annual close out report filings;
- (5) Assistance with annual audit;
- (6) Management of accounts receivable; and
- (7) Financial management of SPLOST funding

EXHIBIT B

**STATE OF GEORGIA
COUNTY OF DEKALB**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Stone Mountain, Georgia, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

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

Federal Work Authorization User Identification
Number

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 2024, in
_____ (city), _____ (state).

Date of Authorization

Signature of Authorized Officer or Agent

Business Central Solutions, LLC
Name of Contractor

Printed Name and Title of Authorized Officer or
Agent

Accounting and Finance Services
Name of Project

City of Stone Mountain, Georgia
Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 2024.

NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT C

KEY PERSONNEL

The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work:

<u>Individual</u>	<u>Position</u>
DANNY LAMONTE	Project Manager; Lead Accountant

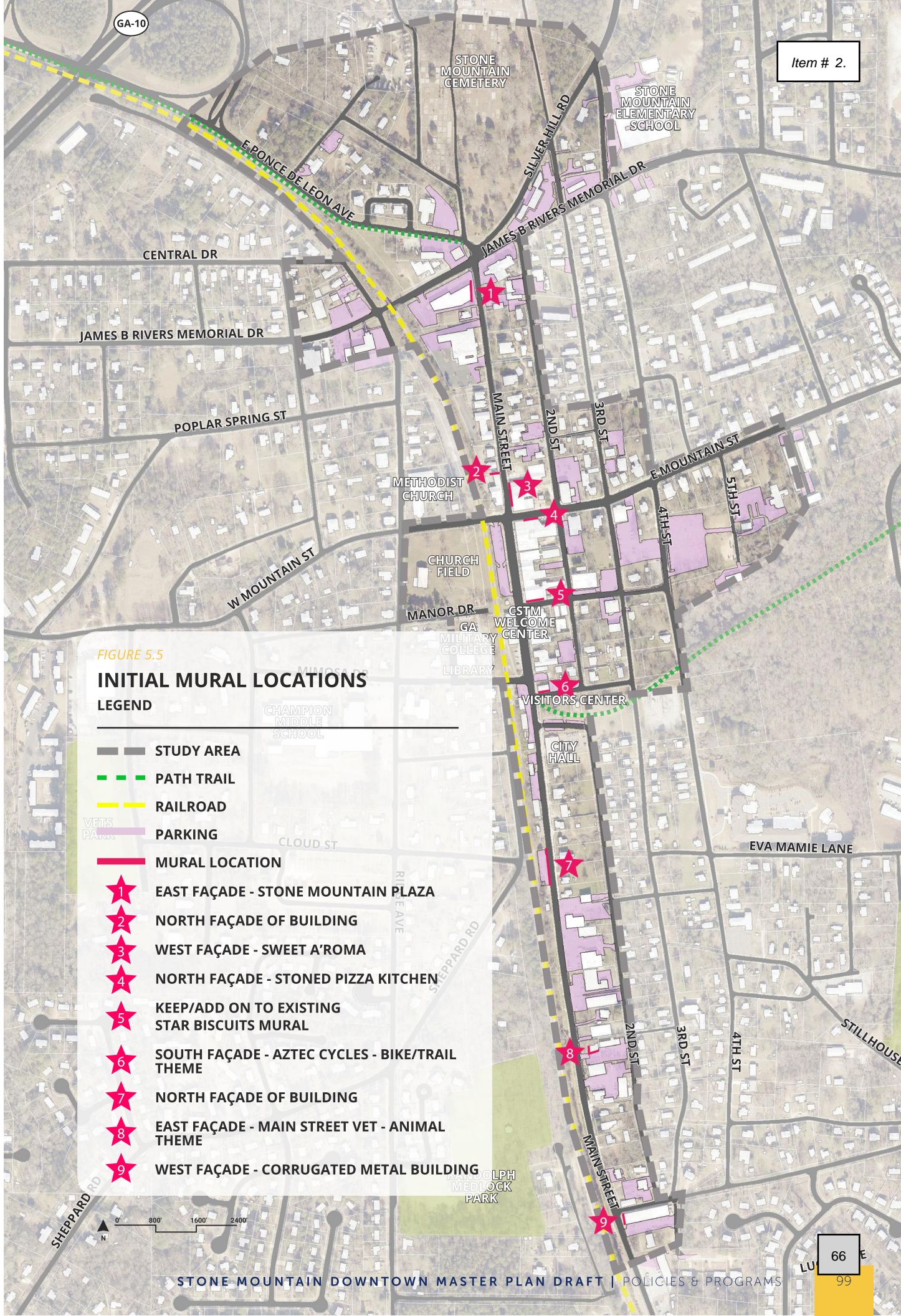


FIGURE 5.5
INITIAL MURAL LOCATIONS

- LEGEND**
- STUDY AREA
 - PATH TRAIL
 - RAILROAD
 - PARKING
 - MURAL LOCATION
 - EAST FAÇADE - STONE MOUNTAIN PLAZA
 - NORTH FAÇADE OF BUILDING
 - WEST FAÇADE - SWEET A'ROMA
 - NORTH FAÇADE - STONED PIZZA KITCHEN
 - KEEP/ADD ON TO EXISTING STAR BISCUITS MURAL
 - SOUTH FAÇADE - AZTEC CYCLES - BIKE/TRAIL THEME
 - NORTH FAÇADE OF BUILDING
 - EAST FAÇADE - MAIN STREET VET - ANIMAL THEME
 - WEST FAÇADE - CORRUGATED METAL BUILDING





Agenda Item

Meeting Date: November 19, 2024

SUBJECT: DDA MURAL PROGETCS

Item: Discussion /Action Item

Department: DDA

Fiscal Impact: \$10,000.00

Presented By: Maggie Dimov, Economic Development Director/DDA

Summary: In 2020, the DDA contracted with POND to facilitate the Downtown Master Plan. The Stone Mountain City Council approved the Downtown Master Plan on October 6, 2020. The plan includes a list of “*Initial Mural Locations*” and a supporting map (page #99 of the document). Some of the approved mural locations are: South Façade of Aztec Cycles; East Façade Stone Mountain Plaza, West Façade of Sweet Aroma and other.

The DDA Budget for FY2024 includes \$10,000.00 for a Mural project. The DDA released an RFQ/RFP and would like to install a mural at 901 Main Street (the sought exterior wall of Aztec Cycles).

The City’s Historic Guidelines do not allow for the painting of brick in the historic district, as it could compromise the integrity of the brick. (Painting a mural on masonry building, however is not permitted according to the Historic Preservation Committee (HPC) guidelines).

Attachments/Exhibits:

HPC guidelines - section of the Design Guidelines for non-residential buildings:

6.2.6 Exterior materials that were historically unpainted should generally remain unpainted. Appropriate non-historic protective coatings may be applied to exterior materials where needed to protect the original material, such as in areas of high pedestrian use.

Also Attached: page #99 of the approved Downtown Master Plan

Requested Action: The Stone Mountain DDA is seeking Council approval to place murals at the proposed sites/locations, which are listed in the Downtown Master Plan.

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
01 -3000.31.1100	Real Property CY- Revenue	3,579,447.05CR
01 -3000.31.1101	Homeowners Tax Relief Grants	0.00
01 -3000.31.1105	Blight Tax Revenue- RESTRICTED	0.00
01 -3000.31.1110	Utilities Tax CY- Revenue	130,000.00CR
01 -3000.31.1177	Sanitation Franchise	0.00
01 -3000.31.1200	Real Property Prior Year	206,000.00CR
01 -3000.31.1210	Utilities Prior Year	0.00
01 -3000.31.1310	Motor Vehicle	45,707.28CR
01 -3000.31.1311	Commercial Vehicle AAVT	0.00
01 -3000.31.1320	Mobile Home Current Year	0.00
01 -3000.31.1340	Intangibles	66,950.00CR
01 -3000.31.1350	Railroad Equip Ad Valorem Tax	0.00
01 -3000.31.1600	Real Estate Transfer	77,250.00CR
01 -3000.31.1710	Electric Franchise	187,460.00CR
01 -3000.31.1730	Gas Franchise	43,260.00CR
01 -3000.31.1750	Television Cable Franchise	51,500.00CR
01 -3000.31.1760	Telephone Franchise	5,150.00CR
01 -3000.31.3300	HOST Tax	0.00
01 -3000.31.4200	Beer & Wine Tax	24,626.27CR
01 -3000.31.4300	Mixed Drink Tax	12,360.00CR
01 -3000.31.4900	Motor Vehicle Sales Tax	154,500.00CR
01 -3000.31.4901	Energy Excise Tax	1,545.00CR
01 -3000.31.6100	Business & Occupation Tax	32,960.00CR
01 -3000.31.6200	Insurance Premium	489,250.00CR
01 -3000.31.6300	Financial Instituon Taxes	2,575.00CR
01 -3000.31.6400	Business Property Tax	85,000.00CR
01 -3000.31.6500	Business Property Tax Prior Yr	0.00
01 -3000.31.9110	Real Property Pen & Int Prior	17,510.00CR
01 -3000.31.9120	Personal Property Pen & Int	0.00
01 -3000.31.9200	SALES TAX DISTRIBUTION	0.00
01 -3000.31.9300	Business Occup Tax Pen & Inter	0.00
01 -3000.31.9500	FIFA	0.00
01 -3000.31.9600	Levy Fee	0.00
01 -3000.32.1110	Beer & Wine Licenses	5,665.00CR
01 -3000.32.1111	Beer Garden Permit	0.00
01 -3000.32.1130	Liquor, Beer & Wine License	14,935.00CR
01 -3000.32.1220	Insurance License	23,690.00CR
01 -3000.32.1290	Peddlers Solicitor Permit	0.00
01 -3000.32.2210	Zoning & Land Use	515.00CR
01 -3000.32.2211	Special Use Permit	515.00CR
01 -3000.32.2230	Sign Permits	412.00CR
01 -3000.32.2240	Display Permit	0.00
01 -3000.32.2245	Assembly Permit	0.00
01 -3000.32.2250	Parade Permit	257.50CR
01 -3000.32.2260	Film Permit	1,545.00CR
01 -3000.32.2270	Golf Cart Permit	206.00CR
01 -3000.32.2500	Variance	2,163.00CR
01 -3000.32.2901	Registry of Foreclosed Propert	0.00
01 -3000.32.2902	Registry of Vacant Property	0.00
01 -3000.32.3100	Building Structure Permit	72,100.00CR

PAGE TOTAL: 5,335,054.10CR

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
01 -3000.32.3200	Land Disturbance Permit	0.00
01 -3000.32.9000	Other	0.00
01 -3000.32.9302	Yard Sale Permits	0.00
01 -3000.33.1210	DOJ VEST PROGRAM	0.00
01 -3000.33.4150	GA TOURISM GRANT	0.00
01 -3000.33.4210	LOCAL MAINT IMPRVMT GRANT	64,173.12CR
01 -3000.33.4220	CARES Act Funding	0.00
01 -3000.33.4230	DeKalb County Grant	10,300.00CR
01 -3000.33.6001	ARC-LCI GRANT - LOCAL	0.00
01 -3000.33.6002	DeKalb County School System	0.00
01 -3000.33.9000	OTHER - Gov't Funds	0.00
01 -3000.34.1100	Court Costs, Fees, Charges	0.00
01 -3000.34.1390	Other-Planning & Development	0.00
01 -3000.34.1400	Printing & Duplicating Service	0.00
01 -3000.34.1700	Occupation & Tax Admin Fee	0.00
01 -3000.34.1900	Other	0.00
01 -3000.34.1910	Election Qualifying Fee	0.00
01 -3000.34.2120	Accident Report	2,060.00CR
01 -3000.34.2130	Impounds	0.00
01 -3000.34.6410	Background Check Fees	5,150.00CR
01 -3000.34.7510	Medlock Park Rental	515.00CR
01 -3000.34.7520	McCurdy Park Rental	515.00CR
01 -3000.34.7530	Leila Mason Park Rental	515.00CR
01 -3000.34.7540	Rock Gym Rental	0.00
01 -3000.34.7550	STREETSCAPE PHASE I	515.00CR
01 -3000.34.7560	COMMUNITY GARDEN RENTAL	3,193.00CR
01 -3000.34.9300	Bad Check Fees	0.00
01 -3000.34.9400	Notary Fees	0.00
01 -3000.34.9500	Copy Fees Other	0.00
01 -3000.34.9510	Open Record Request	257.50CR
01 -3000.34.9600	Certificate of Appropriateness	257.50CR
01 -3000.34.9601	Certificate of Completion	0.00
01 -3000.34.9700	Fax Fee	0.00
01 -3000.34.9900	Other	257.50CR
01 -3000.35.1170	Municipal Fees	412,000.00CR
01 -3000.35.1900	Other Fines	0.00
01 -3000.36.1000	Interest Revenues	60,000.00CR
01 -3000.37.1001	Back to School - Donations	0.00
01 -3000.37.1002	Granite Grasshopper 5K	0.00
01 -3000.37.1003	Compliance - App	0.00
01 -3000.37.1004	Contributions to General Fund	0.00
01 -3000.38.1001	GMC Rent	0.00
01 -3000.38.3000	Reimbursements-Insurance Co.	0.00
01 -3000.38.9100	Nuisance Abatement - Lien	0.00
01 -3000.38.9200	Abatement Salvage Sales	0.00
01 -3000.38.9300	Miscellaneous-Other	38,625.00CR
01 -3000.38.9301	Miscellaneous - Payroll	2,060.00CR
01 -3000.38.9302	Community Garden Fees	0.00
01 -3000.39.1000	GEN FUND UNRESTRICTED RESERVES	0.00
01 -3000.39.1100	Interfund Transfer General Fun	0.00
PAGE TOTAL:		600,393.62CR

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
01 -3000.39.1200	Unrestricted - DEPOT RENO	0.00
01 -3000.39.1201	COVID Relief	0.00
01 -3000.39.2100	Proceeds from Sales of Assets	3,605.00CR
01 -3000.39.2200	Insurance Disposition	0.00
01 -3000.39.2300	Insurance Settlement - Award	0.00
01 -3000.39.3500	Capital Lease Proceeds	0.00
01 -3000.39.3600	Special Item	0.00
	PAGE TOTAL:	3,605.00CR
	TOTAL REVENUES:	5,939,052.72CR

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
01 -5012.51.1000	Personal Service Wages	12,000.00
01 -5012.51.2200	FICA Contributions	744.00
01 -5012.51.2300	Medicare	174.00
01 -5012.52.3500	Travel	3,500.00
01 -5012.52.3550	Meetings & Conventions	2,000.00
01 -5012.52.3700	Education & Training	1,430.00
01 -5012.52.3800	Constituent Services	0.00
01 -5013.51.1000	Personal Service Wages	12,000.00
01 -5013.51.2200	FICA Contributions	744.00
01 -5013.51.2300	Medicare	174.00
01 -5013.52.3500	Travel	3,500.00
01 -5013.52.3550	Meetings & Conventions	2,000.00
01 -5013.52.3700	Education & Training	1,430.00
01 -5013.52.3800	Constituent Services	0.00
01 -5017.51.1000	Personal Service Wages	24,000.00
01 -5017.51.2100	Health Insurance	0.00
01 -5017.51.2130	Dental Insurance	0.00
01 -5017.51.2140	Life Insurance	0.00
01 -5017.51.2150	ACCIDENT / VISION INS	0.00
01 -5017.51.2200	FICA Contributions	1,488.00
01 -5017.51.2300	Medicare	348.00
01 -5017.52.3200	Communications	1,500.00
01 -5017.52.3500	Travel	4,000.00
01 -5017.52.3550	Meetings & Conventions	2,000.00
01 -5017.52.3700	Education & Training	1,430.00
01 -5017.52.3800	Constituent Services	0.00
01 -5017.52.3801	Quarterly Breakfast	3,000.00
01 -5017.53.1110	Office Supplies	200.00
01 -5026.51.1000	Personal Service Wages	12,000.00
01 -5026.51.2200	FICA Contributions	744.00
01 -5026.51.2300	Medicare	174.00
01 -5026.52.3200	Communications	0.00
01 -5026.52.3500	Travel	3,500.00
01 -5026.52.3550	Meetings & Conventions	2,000.00
01 -5026.52.3700	Education & Training	1,430.00
01 -5026.52.3800	Constituent Services	0.00
01 -5026.53.1110	Office Supplies	0.00
01 -5030.51.1100	Regular Employees	739,164.00
01 -5030.51.1101	Part Time Employees	73,000.00
01 -5030.51.1102	Deferred Compensation 457(b)	0.00
01 -5030.51.1300	Overtime	0.00
01 -5030.51.2100	Group Health Ins	55,619.00
01 -5030.51.2120	Disability (STD)	504.00
01 -5030.51.2130	Dental Insurance	1,575.00
01 -5030.51.2140	Life Insurance	630.00
01 -5030.51.2150	Accident / Vision Ins.	1,260.00
01 -5030.51.2200	F.I.C.A.	50,230.00
01 -5030.51.2300	Medicare	11,747.00
01 -5030.51.2400	Retirement	0.00
PAGE TOTAL:		1,031,239.00

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
01 -5030.51.2700	Worker's Comp	9,282.00
01 -5030.51.2710	Workers Comp. Deductible	0.00
01 -5030.52.1100	Office Administrative	28,000.00
01 -5030.52.1200	Professional Serv.	216,900.00
01 -5030.52.1204	Building Inspection	120,000.00
01 -5030.52.1207	Professional Svcs - Planning	0.00
01 -5030.52.1300	Technical Services	7,000.00
01 -5030.52.2100	Cleaning Service	0.00
01 -5030.52.2110	Sanitation Pick Up	0.00
01 -5030.52.2210	Equipment and Repair Other	7,000.00
01 -5030.52.2220	Vehicle Repair & Maintenance	0.00
01 -5030.52.2230	Building Repairs	0.00
01 -5030.52.3101	Vehicle Insurance	0.00
01 -5030.52.3102	Equipment Insurance	0.00
01 -5030.52.3200	Communications	16,000.00
01 -5030.52.3300	Advertising	2,000.00
01 -5030.52.3400	Printing & Binding	1,500.00
01 -5030.52.3500	Travel	13,000.00
01 -5030.52.3550	Meetings & Conventions	5,000.00
01 -5030.52.3600	Dues & Fees	2,500.00
01 -5030.52.3700	Education & Training	7,000.00
01 -5030.52.3900	Purchased/Contracted Services	0.00
01 -5030.53.1103	Postage	1,500.00
01 -5030.53.1110	Office Supplies	6,000.00
01 -5030.53.1120	Computer Software	0.00
01 -5030.53.1210	Water/ Sewer	0.00
01 -5030.53.1220	Natural Gas	0.00
01 -5030.53.1230	Electricity/Bldg	0.00
01 -5030.53.1240	Bottled Water	0.00
01 -5030.53.1270	Gasoline - Code Enforcement	3,000.00
01 -5030.53.1600	Small Equipment	4,000.00
01 -5030.53.1700	Other Supplies	3,000.00
01 -5030.53.1800	Uniforms - Code Enforcement	3,000.00
01 -5030.54.1101	Bldg Demolition- Code Enf	0.00
01 -5030.54.2200	Vehicles - Code Enforcement	0.00
01 -5030.54.2400	Computer	4,200.00
01 -5030.54.2500	Other	0.00
01 -5030.57.3000	Payments to Others	2,000.00
01 -5030.57.9000	Contingencies	0.00
01 -5031.52.1210	Water	5,000.00
01 -5031.52.1220	Natural Gas	6,000.00
01 -5031.52.1231	Electricity/Bldg	0.00
01 -5031.52.1300	Technical Services	7,500.00
01 -5031.52.1700	Other Supplies	5,000.00
01 -5031.52.2230	Building Repairs	15,000.00
01 -5031.52.2231	Grounds Maint / Landscaping	5,000.00
01 -5031.52.2310	Building Lease/Rent-Rock Gym	0.00
01 -5031.52.3101	Building Insurance	0.00
01 -5031.52.3200	Communications	10,000.00
01 -5031.52.3901	Custodial Services	28,500.00
PAGE TOTAL:		543,882.00

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
01 -5031.53.1210	Water	2,500.00
01 -5031.53.1220	Natural Gas	8,000.00
01 -5031.53.1231	Electricity/PublicFacilities	27,000.00
01 -5031.53.1700	Other Supplies	8,500.00
01 -5031.54.1202	Landscaping	0.00
01 -5031.54.1300	Buildings	0.00
01 -5031.54.2500	Other	0.00
01 -5031.57.3400	Stormwater Utility	0.00
01 -5031.57.9000	Contingencies	950.00
01 -5032.51.2100	Group Health Insurance	0.00
01 -5032.51.2400	Retirement	0.00
01 -5032.51.2600	Unemployment Claims	0.00
01 -5032.51.2700	Worker's Comp	0.00
01 -5032.51.2910	Medical Reimbursement Plan	0.00
01 -5032.52.1200	Professional Svcs	110,000.00
01 -5032.52.1210	Legal Service	130,000.00
01 -5032.52.1220	Audit Service	30,000.00
01 -5032.52.1230	Code Revisions	7,000.00
01 -5032.52.1300	Technical Services	16,000.00
01 -5032.52.2160	Elections	25,000.00
01 -5032.52.2310	Land Rental	0.00
01 -5032.52.3100	General Liability Premium	55,000.00
01 -5032.52.3102	Misfeasance Insurance	1,000.00
01 -5032.52.3103	Public Officials Insurance	16,000.00
01 -5032.52.3104	Employment Practices	10,000.00
01 -5032.52.3105	Cyber Liability Premium	3,500.00
01 -5032.52.3110	General Liability Deductible	5,000.00
01 -5032.52.3120	Workers Comp Adjustment	0.00
01 -5032.52.3200	Communications	4,500.00
01 -5032.52.3300	Advertising	500.00
01 -5032.52.3310	Newsletter	0.00
01 -5032.52.3320	July 4th Parade	5,000.00
01 -5032.52.3350	May Concert	0.00
01 -5032.52.3360	Special Events	1,000.00
01 -5032.52.3400	Printing & Binding	0.00
01 -5032.52.3500	Travel	1,500.00
01 -5032.52.3600	Dues & Fees	10,000.00
01 -5032.52.3700	Education and Training	0.00
01 -5032.52.3900	Others	7,500.00
01 -5032.52.3901	COVID-19 RELATED	0.00
01 -5032.52.3902	COVID Relief - Gen Govt	0.00
01 -5032.53.1103	Postage	0.00
01 -5032.53.1120	Computer Software	0.00
01 -5032.53.1600	Small Equipment	0.00
01 -5032.53.1700	Others Supplies	700.00
01 -5032.53.1710	Holiday Expense	6,500.00
01 -5032.53.1720	Employee Luncheons	1,000.00
01 -5032.53.1730	Community Affairs	0.00
01 -5032.53.3370	Back to School Bash	0.00
01 -5032.53.3371	Granite Grasshopper Expenses	0.00
PAGE TOTAL:		493,650.00

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
01 -5032.53.3380	At The Table	0.00
01 -5032.54.1100	Acquisition of Property	0.00
01 -5032.54.2500	Other - Capital Outlay	0.00
01 -5032.57.2108	School Beer & Wine Tax	0.00
01 -5032.57.2130	Payments to DDA	175,750.00
01 -5032.57.2131	Payments To Others - SMMA	0.00
01 -5032.57.3400	Stormwater Utility Fee	0.00
01 -5032.57.3500	Refunds	0.00
01 -5032.57.7208	interfund Trf To Fund 7 - 208	0.00
01 -5032.57.9000	Contingencies	80,000.00
01 -5032.57.9005	Interfund Transfer To Fund 05	0.00
01 -5032.57.9007	interfund Trf to fund 7	0.00
01 -5032.57.9100	Rewards Fund	0.00
01 -5032.57.9900	Interfund Transfers	0.00
01 -5032.57.9902	Interfund Transfer - To Fund 2	55,575.00
01 -5032.57.9903	Interfund Transfer - To Fund 3	20,000.00
01 -5032.57.9905	Interfund Transfer To Fund 5	0.00
01 -5032.57.9907	Interfund Transfer - To Fund 7	0.00
01 -5032.57.9908	Interfund Transfer - To Fund 8	0.00
01 -5032.57.9909	Interfund Transfer - To Fund 9	0.00
01 -5032.57.9911	Interfund Transfer To Fund 11	0.00
01 -5032.57.9920	Interfund Transfer -To Fund 20	175,750.00
01 -5032.57.9999	MISC SUSPENSE-AUDITOR	0.00
01 -5032.58.2001	INTEREST EXPENSE	0.00
01 -5035.51.1100	Regular Employees	161,858.59
01 -5035.51.1101	Part-Time Employees	36,500.00
01 -5035.51.1102	Deferred Compensation 457(b)	60.00
01 -5035.51.1200	Judges	57,000.00
01 -5035.51.1300	Overtime	2,500.00
01 -5035.51.2100	Group Health Ins,	25,835.00
01 -5035.51.2120	Disability (STD)	201.60
01 -5035.51.2130	Dental Insurance	630.00
01 -5035.51.2140	Life insurance	252.00
01 -5035.51.2150	Accident / Vision Ins.	0.00
01 -5035.51.2200	F.I.C.A.	12,298.23
01 -5035.51.2300	Medicare	2,876.20
01 -5035.51.2400	Retirement	0.00
01 -5035.51.2600	Unemployment - Court Services	0.00
01 -5035.51.2700	Worker's Comp	315.00
01 -5035.51.2710	Workers Comp. Deductible	0.00
01 -5035.52.1100	Office/Administrative	0.00
01 -5035.52.1200	Professional Services	35,000.00
01 -5035.52.1210	Legal	0.00
01 -5035.52.1221	Solicitor	45,000.00
01 -5035.52.1230	Court Appointed Attorney	3,000.00
01 -5035.52.1300	Technical Services	20,000.00
01 -5035.52.2210	Equipment Repair	1,000.00
01 -5035.52.3200	Communications	3,500.00
01 -5035.52.3400	Printing & Binding	100.00
01 -5035.52.3500	Travel	5,000.00
	PAGE TOTAL:	920,001.62

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ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
01 -5035.52.3501	Travel Judges	0.00
01 -5035.52.3600	Dues & Fees	500.00
01 -5035.52.3610	Court Appearance Fees	2,000.00
01 -5035.52.3700	Education & Training	700.00
01 -5035.52.3701	Judicial Training	1,500.00
01 -5035.52.3930	Others	0.00
01 -5035.53.1103	Postage	2,500.00
01 -5035.53.1110	Office Supplies	4,000.00
01 -5035.53.1120	Computer Software	0.00
01 -5035.53.1600	Small Equipment	2,000.00
01 -5035.54.2400	Computers	0.00
01 -5035.54.2500	EQUIP - OTHER	0.00
01 -5035.57.2100	Peace Officer A&B Fund	0.00
01 -5035.57.2101	Peace Officer Training	0.00
01 -5035.57.2102	County Jail Fund	0.00
01 -5035.57.2103	Victims Assistance	0.00
01 -5035.57.2104	State Of Georgia	0.00
01 -5035.57.2105	Local Victim Assistance	0.00
01 -5035.57.2106	DHR Spinal Cord Fund	0.00
01 -5035.57.2107	Drug Abuse Treatment	0.00
01 -5035.57.2109	Indigent Defense Fees	0.00
01 -5035.57.2110	Drivers Education & Training	0.00
01 -5035.57.3100	Bond Refunds	0.00
01 -5035.57.3300	Probation Refunds	0.00
01 -5035.57.9000	Contingencies	0.00
01 -5040.51.1100	Regular Employees	1,264,222.58
01 -5040.51.1101	Part Time Employees	0.00
01 -5040.51.1102	Deferred Compensation 457(b)	0.00
01 -5040.51.1300	Overtime	50,000.00
01 -5040.51.2100	Group Health Ins.	201,697.65
01 -5040.51.2120	Disability (STD)	1,709.40
01 -5040.51.2130	Dental Insurance	5,745.00
01 -5040.51.2140	Life Insurance	2,368.88
01 -5040.51.2150	Accident / Vision Ins.	2,100.00
01 -5040.51.2200	F.I.C.A.	78,381.80
01 -5040.51.2300	Medicare	18,331.23
01 -5040.51.2400	Retirement	0.00
01 -5040.51.2600	Unemployment	0.00
01 -5040.51.2700	Worker's Comp.	52,500.00
01 -5040.51.2710	Workers Comp. Deductible	2,000.00
01 -5040.52.1200	Professional Svcs	7,700.00
01 -5040.52.1300	Technical Services	4,000.00
01 -5040.52.2100	Cleaning Service	0.00
01 -5040.52.2210	Equipment Repair Other	4,900.00
01 -5040.52.2211	Radio Maintenance	2,500.00
01 -5040.52.2220	Vehicle Repair & Maintenance	34,000.00
01 -5040.52.2230	Building Repair & Maintenance	0.00
01 -5040.52.3102	Law Enforcement & Liability	57,831.00
01 -5040.52.3103	Vehicle Insurance	72,000.00
01 -5040.52.3110	General Liability Deductible	4,900.00
PAGE TOTAL:		1,880,087.54

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
01 -5040.52.3200	Communications	12,020.00
01 -5040.52.3210	Website	0.00
01 -5040.52.3360	Special Events	3,000.00
01 -5040.52.3400	Printing & Binding	2,915.00
01 -5040.52.3500	Travel	6,500.00
01 -5040.52.3550	Meeting & Conventions	7,175.00
01 -5040.52.3600	Dues & Fees	4,060.00
01 -5040.52.3700	Education & Training	12,200.00
01 -5040.52.3900	Other Purchased Services	0.00
01 -5040.52.3910	Pre-employment Expense	2,000.00
01 -5040.53.1005	Special Program Supplies	750.00
01 -5040.53.1103	Postage	600.00
01 -5040.53.1106	Ammunition	0.00
01 -5040.53.1110	Office Supplies	3,500.00
01 -5040.53.1120	Computer Software	0.00
01 -5040.53.1210	Water	0.00
01 -5040.53.1220	Natural Gas	0.00
01 -5040.53.1230	Electricity/Bldg	0.00
01 -5040.53.1240	Bottled Water	0.00
01 -5040.53.1270	Gasoline	62,500.00
01 -5040.53.1600	Small Equipment	0.00
01 -5040.53.1700	Other Supplies	3,500.00
01 -5040.53.1800	Uniforms	17,600.00
01 -5040.54.2200	Vehicles	0.00
01 -5040.54.2400	Computer	0.00
01 -5040.54.2500	Others	0.00
01 -5040.57.9000	Contingencies	0.00
01 -5050.51.1100	Regular Employees	270,189.60
01 -5050.51.1101	Part Time Employees	45,000.00
01 -5050.51.1102	Deferred Compensation 457(b)	0.00
01 -5050.51.1300	Overtime	3,000.00
01 -5050.51.2100	Group health Ins.	22,050.00
01 -5050.51.2120	Disability (STD)	520.00
01 -5050.51.2130	Dental Insurance	1,300.95
01 -5050.51.2140	Life Insurance	520.00
01 -5050.51.2150	ACCIDENT / VISION INS	0.00
01 -5050.51.2200	F.I.C.A.	19,541.76
01 -5050.51.2300	Medicare	4,570.25
01 -5050.51.2400	Retirement	0.00
01 -5050.51.2700	Worker's Comp.	0.00
01 -5050.51.2710	Workers Comp. Deductible	0.00
01 -5050.52.1200	Professional Services	15,000.00
01 -5050.52.1300	Technical Services	1,000.00
01 -5050.52.2110	Disposal	750.00
01 -5050.52.2141	Tree Removal	10,000.00
01 -5050.52.2210	Equipment Maintenance	7,500.00
01 -5050.52.2211	Radio Maintenance	0.00
01 -5050.52.2220	Vehicle Repair & Maintenance	7,500.00
01 -5050.52.2230	Building Repair & Maintenance	1,000.00
01 -5050.52.2250	Street Repair & Maintenance	25,000.00
PAGE TOTAL:		572,762.56

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
01 -5050.52.2251	LMIG Street Repairs	70,000.00
01 -5050.52.2252	Traffic Calming Program	12,000.00
01 -5050.52.2300	Rental	6,500.00
01 -5050.52.2310	Land & Building Rental	0.00
01 -5050.52.3101	Property Insurance	0.00
01 -5050.52.3103	Vehicle Insuranc e	0.00
01 -5050.52.3200	Communication	5,000.00
01 -5050.52.3500	Travel	1,500.00
01 -5050.52.3600	Dues & Fees	500.00
01 -5050.52.3700	Education & Training	5,000.00
01 -5050.52.3850	Contract Labor	0.00
01 -5050.52.3853	Landfill Fees	1,500.00
01 -5050.53.1100	General Supplies Other	5,000.00
01 -5050.53.1110	Office Supplies	0.00
01 -5050.53.1120	Computer Software	4,200.00
01 -5050.53.1150	Sign	0.00
01 -5050.53.1210	Water	500.00
01 -5050.53.1220	Natural Gas	0.00
01 -5050.53.1230	Electricity/Bldg	2,500.00
01 -5050.53.1231	Electricity for Streetlights	100,000.00
01 -5050.53.1270	Gasoline	10,000.00
01 -5050.53.1600	Small Equipment	5,000.00
01 -5050.53.1601	Radios	0.00
01 -5050.53.1700	Other Supplies	3,500.00
01 -5050.53.1800	Uniforms	14,000.00
01 -5050.54.1300	Building	0.00
01 -5050.54.2200	Vehicles	0.00
01 -5050.54.2400	Computers	0.00
01 -5050.54.2500	Equipment	0.00
01 -5050.57.9000	Contingencies	0.00
01 -5060.51.1100	Regular Employees	0.00
01 -5060.51.1101	Part Time Employees	0.00
01 -5060.51.2100	Group Health Ins.	0.00
01 -5060.51.2120	Disability (STD)	0.00
01 -5060.51.2130	Dental Insurance	0.00
01 -5060.51.2200	F.I.C.A.	0.00
01 -5060.51.2300	Medicare	0.00
01 -5060.51.2400	Retirement	0.00
01 -5060.51.2700	Workers Comp	0.00
01 -5060.51.2710	Workers Comp. Deductible	0.00
01 -5060.52.1240	Youth Services	5,000.00
01 -5060.52.2110	Disposal	0.00
01 -5060.52.2120	Sanitation Services	0.00
01 -5060.52.2141	Tree Removal	0.00
01 -5060.52.2210	Equipment Repair	1,500.00
01 -5060.52.2230	Building Repair	5,000.00
01 -5060.52.2240	Park Repairs & Maintenance	26,000.00
01 -5060.52.3101	Building Insurance	0.00
01 -5060.53.1210	Water	1,000.00
01 -5060.53.1220	Natural Gas	0.00
PAGE TOTAL:		285,200.00

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
01 -5060.53.1231	Electricity for Parks	6,500.00
01 -5060.53.1600	Small Equipment	0.00
01 -5060.53.1700	Other Supplies	0.00
01 -5060.54.1200	Site Improvement	0.00
01 -5060.54.2300	Furniture & Fixtures	0.00
01 -5060.54.2310	McCurdy Park - Rebuild	0.00
01 -5060.57.3400	Stormwater Utility	2,200.00
01 -5060.57.9000	Contingencies	0.00
01 -5060.61.9001		0.00
01 -5060.61.9002	Community Garden Costs	3,000.00
01 -5061.51.1000	Personal Service Wages	12,000.00
01 -5061.51.2200	FICA Contributions	744.00
01 -5061.51.2300	Medicare	174.00
01 -5061.52.3500	Travel	3,500.00
01 -5061.52.3550	Meetings & Conventions	2,000.00
01 -5061.52.3700	Education & Training	1,430.00
01 -5062.51.1000	Personal Service Wages	12,000.00
01 -5062.51.2200	FICA Contributions	744.00
01 -5062.51.2300	Medicare	174.00
01 -5062.52.3500	Travel	3,500.00
01 -5062.52.3550	Meetings & Conventions	2,000.00
01 -5062.52.3700	Education & Training	1,430.00
01 -5063.51.1000	Personal Service Wages	12,000.00
01 -5063.51.2200	FICA Contributions	744.00
01 -5063.51.2300	Medicare	174.00
01 -5063.52.3500	Travel	3,500.00
01 -5063.52.3550	Meetings & Conventions	2,000.00
01 -5063.52.3700	Education & Training	1,430.00
01 -5080.58.1225	Capital Lease PD 4	0.00
01 -5080.58.1226	Capital Lease PD 5	0.00
01 -5080.58.1227	Capital Lease PD 6	0.00
01 -5080.58.1229	Capital Lease PD 8	0.00
01 -5080.58.1230	Capital Lease PD 9	0.00
01 -5080.58.1233	Capital Lease Hwy / Street	0.00
01 -5080.58.1234	Capital Lease Hwy / Street 4	0.00
01 -5080.58.1235	Capital Lease Hwy / Street 5	0.00
01 -5080.58.1237	Capital Lease Telephone	0.00
01 -5080.58.1238	Capital Lease PD (2010)	0.00
01 -5080.58.1239	Capital Lease 2010 PD Equip	0.00
01 -5080.58.1240	Capital Lease 2011 Cars	0.00
01 -5080.58.1241	Capital Lease City Hall	88,484.00
01 -5080.58.1242	Capital Lease 2012 Comp Equip	0.00
01 -5080.58.1243	Cap Lease 2012 Sound/AV Equip	0.00
01 -5080.58.1244	Capital Lease - 2013 Cars	0.00
01 -5080.58.1245	Lease Principal - 2014 PD Cars	0.00
01 -5080.58.1246	Cap Lease - 2015 Code Ofc Trck	0.00
01 -5080.58.1247	Cap Lease-PD Lic Tag Reader	0.00
01 -5080.58.1248	Cap Lease-Unmarked PD Car	0.00
01 -5080.58.1249	Cap Lease-2015 PD Patrol Cars	0.00
01 -5080.58.1250	Cap Lease - PW Trucks	0.00
	PAGE TOTAL:	159,728.00

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
01 -5080.58.1251	Cap Lease-PD Digital Copier	0.00
01 -5080.58.1252	Cap Lease - 2015 Vehicles	0.00
01 -5080.58.1253	Cap Lease - 2017 Vehicles	0.00
01 -5080.58.1254	Principle - 2017 Copier Lease	0.00
01 -5080.58.1255	Cap Lease - 2018 Vehicle	0.00
01 -5080.58.1256	Cap Lease - 2019 Chipper	0.00
01 -5080.58.1257	FORD INT SUV POLICE CARS-PRIN	0.00
01 -5080.58.1258	Principal - 2020 Vehicles	0.00
01 -5080.58.1259	Capital Lease - 2021 Vehicles	5,861.00
01 -5080.58.1260	Cap Lease - 2021 #2 Vehicles	0.00
01 -5080.58.1261	CAP LEASE - 22 VEHICLES/GENERA	28,355.00
01 -5080.58.1999	Lease Payments - PRINCIPAL	0.00
01 -5080.58.2225	Interest PD 4	0.00
01 -5080.58.2226	Interest PD 5	0.00
01 -5080.58.2227	Interest PD 6	0.00
01 -5080.58.2229	Interest PD 8	0.00
01 -5080.58.2230	Interest PD 9 Equip	0.00
01 -5080.58.2233	Interst Hwy & Street 3	0.00
01 -5080.58.2234	Interest Hwy & Street 4	0.00
01 -5080.58.2235	Interest Hwy & Street 5	0.00
01 -5080.58.2237	Interest Telephone	0.00
01 -5080.58.2238	Interst PD 2010	0.00
01 -5080.58.2239	Interest 2010 PD Equip	0.00
01 -5080.58.2240	Interest 2011 Cars	0.00
01 -5080.58.2241	Interest City Hall	17,128.00
01 -5080.58.2242	Interest 2012 Comp Equip	0.00
01 -5080.58.2243	Interest 2012 Sound/AV Equip	0.00
01 -5080.58.2244	Interest - 2013 Cars	0.00
01 -5080.58.2245	Lease Interest - 2014 PD Cars	0.00
01 -5080.58.2246	Interest - 2015 Code Ofc Truck	0.00
01 -5080.58.2247	Interest - PD Lic Tag Reader	0.00
01 -5080.58.2248	interest - Unmarked PD Car	0.00
01 -5080.58.2249	Interest - 2015 PD Patrol Cars	0.00
01 -5080.58.2250	Interest - PW Trucks	0.00
01 -5080.58.2251	interest - PD Digital copier	0.00
01 -5080.58.2252	Lease Int - 2015 Vehicles	0.00
01 -5080.58.2253	Interest - 2017 Vehicles	0.00
01 -5080.58.2254	Interest - 2017 Copier Lease	0.00
01 -5080.58.2255	Interest - 2018 Vehicle	0.00
01 -5080.58.2256	Interest - 2019 Chipper	0.00
01 -5080.58.2257	FORD INT SUV POLICE CARS-INTER	0.00
01 -5080.58.2258	Interest - 2020 Vehicles	0.00
01 -5080.58.2259	Lease Interest - 2021 Vehicles	28.00
01 -5080.58.2260	Lease Int - 2021 #2 Vehicles	0.00
01 -5080.58.2261	INTEREST - 22 VEHICLES/GENERAT	1,130.00
01 -5080.58.2999	Lease Payments - INTEREST	0.00
01 -5130.51.2710	Workers Comp. Deductible	0.00
01 -5130.52.3850	Contract Labor	0.00
PAGE TOTAL:		52,502.00
TOTAL EXPENDITURES:		5,939,052.72
NET REVENUES/EXPENDITURES:		0.00

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
02 -3000.31.4100	Hotel/Motel Tax	25,000.00CR
02 -3000.31.4101	Hotel Tax - Online Bookings	2,500.00CR
02 -3000.32.2260	Film Permits	15,000.00CR
02 -3000.33.4115	DCVB Grant	0.00
02 -3000.33.4116	SMMA	0.00
02 -3000.37.1002	Contributions-Private Sources	2,500.00CR
02 -3000.37.1003	Event Revenue	0.00
02 -3000.37.1004	Contributions - MSSM	0.00
02 -3000.38.9300	MISCELLANEOUS REVENUE	1,000.00CR
02 -3000.38.9301	Komen 3 Day Walk	0.00
02 -3000.38.9304	Farmer's Market Fees	0.00
02 -3000.38.9306	Car Show Fees	0.00
02 -3000.38.9309	Snack Sales	0.00
02 -3000.39.1100	Interfund Transfer General Fun	55,575.00CR
	PAGE TOTAL:	101,575.00CR
	TOTAL REVENUES:	101,575.00CR

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
02 -5075.51.1100	Full-time Employees	50,000.00
02 -5075.51.1101	Part Time Employees	0.00
02 -5075.51.2200	F.I.C.A.	3,100.00
02 -5075.51.2300	Medicare	725.00
02 -5075.51.2600	Unemployment - Visitors Center	0.00
02 -5075.51.2700	Worker's Comp	0.00
02 -5075.52.1200	Professional Services	250.00
02 -5075.52.2220	Promotions Visitor Center	0.00
02 -5075.52.2230	Building Repairs	500.00
02 -5075.52.3200	Communications	1,000.00
02 -5075.52.3300	Advertising	1,000.00
02 -5075.52.3340	Payment to Visitor Center	0.00
02 -5075.52.3360	Special Events	26,000.00
02 -5075.52.3400	Printing & Binding	2,000.00
02 -5075.52.3500	Travel	1,000.00
02 -5075.52.3550	Meetings & Conventions	1,500.00
02 -5075.52.3600	Dues & Fees	4,000.00
02 -5075.52.3700	Education & Training	2,000.00
02 -5075.52.3900	Other	0.00
02 -5075.53.1103	Postage & Delivery	50.00
02 -5075.53.1110	Office Supplies	250.00
02 -5075.53.1230	Electricity/Bldg	1,000.00
02 -5075.53.1600	Small Equipment	500.00
02 -5075.53.1700	Other Supplies	1,200.00
02 -5075.54.2400	Computers	0.00
02 -5075.54.2500	Capital Outlay - Computers	0.00
02 -5075.57.3400	Stormwater Utility	0.00
02 -5075.57.9000	Contingencies-	0.00
02 -5075.61.9001	Komen 3 Day Walk	0.00
02 -5075.61.9002	Discover DeKalb BikeTourism	0.00
02 -5075.61.9003	Tourism Development Visit	0.00
02 -5075.61.9004	Farmer's Market Costs	0.00
02 -5075.61.9005	Christmas Parade	7,500.00
02 -5075.61.9006	Car Show Costs	0.00
02 -5075.61.9007	Trunk or Treat Costs	4,000.00
02 -5075.61.9008	Snack Sales	0.00
02 -5075.61.9009	BACK TO SCHOOL	10,000.00
02 -5075.61.9010	Farmers Market Lead Program	2,000.00
02 -5075.61.9011	Juneteenth Event	7,500.00
02 -5075.61.9012	MLK Events	6,000.00
02 -5075.61.9013	Veterans Day Program	5,000.00
02 -5075.61.9014	Stone Mountain Day	1,500.00
02 -5075.61.9015	185th Birthday Celebration	0.00
02 -5075.61.9016	Rockborough Back to School	0.00
02 -5075.61.9017	July 4th Celebration	10,000.00
02 -5075.61.9018	Senior Citizens Gift Bags	2,000.00
	PAGE TOTAL:	151,575.00
	TOTAL EXPENDITURES:	151,575.00
	NET REVENUES/EXPENDITURES:	50,000.00

BUDGET : 25-2025 Budget
FUND : 06 CONFISCATED ASSETS
ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
06 -3000.35.1320	Asset Forfeitures	500.00CR
06 -3000.39.1100	Interfund Transfer General Fun	0.00
06 -3000.39.1101	CONFISCATED ASSETS RESERVE	0.00
	PAGE TOTAL:	500.00CR
	TOTAL REVENUES:	500.00CR

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
06 -5100.52.1100	Administrative Services	0.00
06 -5100.52.2220	VEHICLE MAINT & REPAIR	0.00
06 -5100.53.1700	Other Supplies	0.00
06 -5100.53.1800	Uniforms	0.00
06 -5100.54.2500	Other Equipment	0.00
06 -5100.57.2200	Court Costs	0.00
06 -5100.57.2201	District Attorney Fees	0.00
06 -5100.57.2202	Firearms Training	0.00
06 -5100.57.9000	Contingencies	500.00
	PAGE TOTAL:	500.00
	TOTAL EXPENDITURES:	500.00
	NET REVENUES/EXPENDITURES:	0.00

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
08 -3000.33.1100	FEDERAL GRANTS	0.00
08 -3000.33.1317	STDDT05 MTN VILLAGE	0.00
08 -3000.33.1321	STDMR04 ZACHARY TO RIDGE	0.00
08 -3000.34.4260	Stormwater Utility	115,000.00CR
08 -3000.34.4261	Stormwater Utility Prior Years	0.00
08 -3000.39.1100	Interfund Transfer General Fun	0.00
08 -3000.39.1101	STORMWATER FUND RESERVE	0.00
	PAGE TOTAL:	115,000.00CR
	TOTAL REVENUES:	115,000.00CR

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
08 -5056.51.1100	Regular Employees	79,568.74
08 -5056.51.1101	Part-time Employees	0.00
08 -5056.51.2100	Group Health Insurance	16,000.00
08 -5056.51.2120	Disability (STD)	80.00
08 -5056.51.2130	Dental Insurance - STWTR	1,200.00
08 -5056.51.2140	Life Insurance	120.00
08 -5056.51.2150	Accident / Vision Ins.	450.00
08 -5056.51.2200	F.I.C.A.	4,933.26
08 -5056.51.2300	Medicare	1,153.75
08 -5056.51.2700	Workers' Compensation	0.00
08 -5056.51.2710	Workers Comp Deductible	0.00
08 -5056.52.1100	Administrative Services	0.00
08 -5056.52.1300	Technical	2,000.00
08 -5056.52.2200	Repair & Maintenance	0.00
08 -5056.52.3300	Advertising	0.00
08 -5056.52.3500	Travel	2,000.00
08 -5056.52.3700	Education & Training	1,000.00
08 -5056.53.1100	General Supplies	2,800.00
08 -5056.53.1110	Office Supplies	0.00
08 -5056.53.1700	Other Supplies	0.00
08 -5056.54.3000	Intangible Assets	0.00
08 -5056.56.1000	Depreciation Expense	0.00
08 -5056.57.9000	Contingencies	3,694.25
08 -5080.58.1258	PRINCIPAL - 2020 vEHICLES	0.00
08 -5080.58.2258	Interest - 2020 Vehicles	0.00
	PAGE TOTAL:	115,000.00
	TOTAL EXPENDITURES:	115,000.00
	NET REVENUES/EXPENDITURES:	0.00

BUDGET : 25-2025 Budget
FUND : 09 SPLOST I

ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

PAGE: 19

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
09 -3000.36.1000	FUND 09 INTEREST REVENUE	0.00
09 -3000.39.1301	Restricted - OTHER	0.00
09 -3209.33.1100	Interfund Transfer (SPLOST)	0.00
09 -3209.33.7100	SPLOST FUNDS- Revenue	0.00
09 -3209.36.1000	FUND 09 INTEREST REVENUE	0.00
09 -3209.39.1301	Restricted-Other Police Equipm	0.00
	PAGE TOTAL:	0.00
	TOTAL REVENUES:	0.00

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
09 -5209.52.1200	Professional Engineering	0.00
09 -5209.54.1209	Hardscape	0.00
09 -5209.54.1309	Buildings & Bldg. Improvements	0.00
09 -5209.54.1401	Traffic Signals/Signs/Crswalks	0.00
09 -5209.54.1409	Infrastructure	0.00
09 -5209.54.2400	Police Vehicles/Equipment	0.00
09 -5209.54.2500	Other Equipment	0.00
09 -5209.57.1009	Intergov Fire Station - SPLOST	0.00
09 -5209.57.9000	Contingencies	0.00
09 -5209.58.1253	Cap Lease - 2017 Vehicles	0.00
09 -5209.58.2253	Int - 2017 Vehicles	0.00
	PAGE TOTAL:	0.00
	TOTAL EXPENDITURES:	0.00
	NET REVENUES/EXPENDITURES:	0.00

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
12 -3212.33.1150	Federal ARPA Grant	0.00
12 -3212.36.1000	ARPA Interest	0.00
	PAGE TOTAL:	0.00
	TOTAL REVENUES:	0.00

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
12 -5212.57.9000	Contingencies	0.00
	PAGE TOTAL:	0.00
	TOTAL EXPENDITURES:	0.00
	NET REVENUES/EXPENDITURES:	0.00

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
14 -3209.33.1100	Interfund Tranfer- Splost II	0.00
14 -3209.33.7100	Splost II Revenue	1,151,594.00CR
14 -3209.36.1000	Interest Revenue- Splost II	0.00
	PAGE TOTAL:	1,151,594.00CR
	TOTAL REVENUES:	1,151,594.00CR

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
14 -5209.52.1200	Professional Engineering	0.00
14 -5209.54.1209	Hardscape/Landscape	0.00
14 -5209.54.1309	Buildings & Bldg Improvements	0.00
14 -5209.54.1310	Property/Land Acquisition	0.00
14 -5209.54.1401	Traffic Signal/Signs/Crosswalk	0.00
14 -5209.54.1409	Infrastructure	0.00
14 -5209.54.2400	Police Vehicles/Equipment	0.00
14 -5209.54.2500	Other Equipment	0.00
14 -5209.57.9000	Contingencies	1,151,594.00
Current Year	- Police Total \$70,394	
	- Public Works \$181,200	
	- Stormwater \$100,000	
	- General capital projects \$800,000	
	PAGE TOTAL:	1,151,594.00
	TOTAL EXPENDITURES:	1,151,594.00
	NET REVENUES/EXPENDITURES:	0.00

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
20 -3000.32.2260	FILM PERMIT	0.00
20 -3000.33.6001	DEKALB BD OF HEALTH LRAD PRGRM	0.00
20 -3000.34.7200	Activity Fees	0.00
20 -3000.37.1001	GMA Travel Scholarship	0.00
20 -3000.37.1002	BOOST	0.00
20 -3000.37.1003	Sponsorships	0.00
20 -3000.37.1004	Contributions - MSSM	0.00
20 -3000.37.1005	Tunes by the Tracks - MSSM	0.00
20 -3000.38.1001	Rent Income	0.00
20 -3000.38.9300	Miscellaneous DDA Income	0.00
20 -3000.38.9301	Blue Grass Festival Sales	0.00
20 -3000.38.9302	Banners	0.00
20 -3000.38.9303	Farmers' Market Fees	0.00
20 -3000.38.9304	Oktoberfest	0.00
20 -3000.38.9305	Christmas Parade	0.00
20 -3000.38.9306	GRANITE GRASSHOPPER 5K	0.00
20 -3000.38.9307	Tunes by the Tracks	0.00
20 -3000.38.9308	BTSE - FISH FRY	0.00
20 -3000.38.9309	Ornament Revenue	0.00
20 -3000.39.1100	Interfund Transfer In	175,750.00CR
20 -3000.39.1101	Fund 20 - Reserve	0.00
20 -3000.39.1200	Fund 20 Unrestricted Reserves	0.00
20 -3000.39.1201	Fund 20 MARTA Refund (Unrestr)	0.00
20 -3000.39.2100	Proceeds From Sale of Assets	0.00
20 -3000.39.2202	Property Sale	0.00
20 -3000.39.3201	BB&T Note Proceeds	0.00
20 -5130.39.1100	FUND 20 UNRESTRICTED RESERVES	0.00
	PAGE TOTAL:	175,750.00CR
	TOTAL REVENUES:	175,750.00CR

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
20 -5130.51.1100	Regular Employees	0.00
20 -5130.51.1101	Part Time Employees	0.00
20 -5130.51.2100	Group Health Insurance	0.00
20 -5130.51.2120	Disability (STD)	0.00
20 -5130.51.2130	Dental Insurance	0.00
20 -5130.51.2140	Life Insurance	0.00
20 -5130.51.2150	Accident / Vision Ins.	0.00
20 -5130.51.2200	F.I.C.A.	0.00
20 -5130.51.2300	Medicare	0.00
20 -5130.51.2600	Unemployment	0.00
20 -5130.51.2700	Worker's Comp	0.00
20 -5130.52.1200	Professional Serv.	0.00
20 -5130.52.1207	Administrative Services	0.00
20 -5130.52.1210	Legal Expense	20,000.00
20 -5130.52.1300	Technical Services	0.00
20 -5130.52.2230	Building Repairs & Maintenance	0.00
20 -5130.52.2310	Rent	0.00
20 -5130.52.3101	Building Insurance	0.00
20 -5130.52.3200	Communications	0.00
20 -5130.52.3300	Advertising	1,500.00
20 -5130.52.3380	PROMOTIONS DDA	3,000.00
20 -5130.52.3400	Printing & Binding	1,500.00
20 -5130.52.3500	Travel	2,000.00
20 -5130.52.3600	Dues & Fees	750.00
20 -5130.52.3700	Education & Training	2,000.00
20 -5130.52.3850	Contract Labor- DDA	30,000.00
20 -5130.53.1100	OFFICE SUPPLIES	0.00
20 -5130.53.1110	Office Supplies	0.00
20 -5130.53.1120	Computer Software	0.00
20 -5130.53.1130	Postage	0.00
20 -5130.53.1210	WATER DDA BUILDING	0.00
20 -5130.53.1218	Water - 5379 E Mtn St	0.00
20 -5130.53.1220	Natural Gas	0.00
20 -5130.53.1226	GAS 965 FL 1 Main St	0.00
20 -5130.53.1227	Gas 965 FLR 2 Main Street	0.00
20 -5130.53.1228	Gas - 5379 E Mtn St	0.00
20 -5130.53.1230	Electricity DDA Bldg.	0.00
20 -5130.53.1231	Electricity 965 Main St Uppr	0.00
20 -5130.53.1232	Electricity 963 Main St.	0.00
20 -5130.53.1233	Electrical 965 Main St Lower	0.00
20 -5130.53.1234	Electricity 965 Main St. Uppr	0.00
20 -5130.53.1235	Electricity 965 Main St. Lowr	0.00
20 -5130.53.1237	Electricity 5347 E Mtn	0.00
20 -5130.53.1238	Electricity - 5379 E Mtn St.	0.00
20 -5130.53.1300	Food Catering	0.00
20 -5130.53.1600	Small Equipment - DDA	0.00
20 -5130.53.1740	Other Supplies	0.00
20 -5130.54.1102	Site - 1001 4th Street	0.00
20 -5130.54.1300	Buildings	0.00
PAGE TOTAL:		60,750.00

Item # 3.

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
20 -5130.54.1308	Buildings - 5379 E Mtn St	0.00
20 -5130.54.2400	Computer	0.00
20 -5130.54.2500	Other Capital Outlay	0.00
20 -5130.57.3000	Payment To Others	0.00
20 -5130.57.3200	BOOST	0.00
20 -5130.57.3300	Facade Grants	100,000.00
20 -5130.57.3400	Stormwater Utility	0.00
20 -5130.57.3401	Stornwater - 5379 E Mtn St	0.00
20 -5130.57.3500	Revolving Loan Fund	0.00
20 -5130.57.3600	Business Development	0.00
20 -5130.57.3700	HISTORIC TRAIN DEPOT	0.00
20 -5130.57.9000	Contingencies	0.00
20 -5130.58.1221	GMA - DDA BUILDING	0.00
20 -5130.58.2221	GMA - DDA BLDG INTEREST	0.00
20 -5130.61.9000	Special Events	15,000.00
20 -5130.61.9001	Blue Grass Festival	0.00
20 -5130.61.9002	175th ANNIVERSARY	0.00
20 -5130.61.9003	Farmers' Market Costs	0.00
20 -5130.61.9004	Fall Event	0.00
20 -5130.61.9005	Christmas Parade	0.00
20 -5130.61.9006	GRANITE GRASSHOPPER 5K	0.00
20 -5130.61.9007	LIVE NATIVITY	0.00
20 -5130.61.9008	Tunes by the Tracks	0.00
20 -5130.61.9009	BTSB Fish Fry & Movie	0.00
20 -5130.61.9010	FARMERS MARKET LEAD PROGRAM	0.00
20 -5130.61.9019	JUNETEENTH EVENT	0.00
20 -5130.61.9020	Mardi Gras Parade	0.00
	PAGE TOTAL:	115,000.00
	TOTAL EXPENDITURES:	175,750.00
	NET REVENUES/EXPENDITURES:	0.00

SELECTION CRITERIA

Item # 3.

FUND: All
ACCOUNTS: ALL
DIGIT SELECTION:

PRINT OPTIONS

ITEMS TO PRINT: Annual Budget
BUDGET TO PRINT: 25-2025 Budget
INCLUDE LINE ITEM DETAIL: YES
INCLUDE ACCOUNT BUDGET NOTES: YES
PAGE BREAK BY DEPARTMENT: NO

** END OF REPORT **



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

STAFF ANALYSIS AND REPORT

To: City of Stone Mountain Mayor & City Council

From: Richard Edwards, AICP

Subject: Proposed Text Amendments to Chapter 5, Article 6, Division 12 – Community Redevelopment Tax Incentive Program.

Date: November 19, 2024

Purpose:

The purpose of this staff report and analysis is to present the proposed text amendments to Chapter 5, Article 6, Division 12 – Community Redevelopment Tax Incentive Program to provide further guidance on how to best manage blighted properties within the City of Stone Mountain.

Background:

The Community Development Tax Incentive Program was adopted by the Stone Mountain City Council in November of 2021 to provide regulations on how to manage blighted properties. Staff has reviewed several different Community Development Tax Incentive Programs from around the state to provide these updates to this ordinance.

Attachments:

1. Ordinance to amend the Code of Ordinances
2. Redlines of Article III and V of Appendix A – Zoning

**STATE OF GEORGIA
COUNTY OF DEKALB**

ORDINANCE NO. 2024-08

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONE MOUNTAIN, GEORGIA TO AMEND CHAPTER 5, ARTICLE VI, DIVISION 12 – COMMUNITY REDEVELOPMENT TAX INCENTIVE PROGRAM IF THE CITY’S CODE OF ORDINANCES

WHEREAS, pursuant to its Charter and other laws of the State of Georgia, the City of Stone Mountain, Georgia (the “City”), has the power to adopt reasonable ordinances, resolutions and regulations for the protection and preservation of the public health, safety and welfare of its citizens; and

WHEREAS, section 36-35-3 of the Official Code of Georgia Annotated (O.C.G.A.) provides cities the power to adopt clearly reasonable ordinances, resolutions or regulations relating to the cities’ property and affairs; and

WHEREAS, the existence of blighted property increase the burden of the state and local government by increasing the need for government services; and

WHEREAS, the City desires to amend the community redevelopment tax incentive program to rehabilitate blighted property as authorized by O.C.G.A. § 41-2-12, et seq., and Article IX, Section II, of the 1983 Constitution of the State of Georgia to aid in the decrease of government services; and

WHEREAS, the amendments contained herein would benefit the health, safety, morals, and welfare of the citizens of the City of Stone Mountain, Georgia.

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

SECTION 1. The Code of Ordinances of the City of Stone Mountain, Georgia, is hereby amended to include the revisions as set out in Exhibit A, attached hereto and incorporated herein by this reference.

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

SECTION 3. This Ordinance shall become effective upon its adoption.

SECTION 4. This Ordinance was proposed by Council Member _____ with a motion to adopt. Thereafter, the motion was seconded by Council Member _____. ____ Council Members voted in favor of the motion and ____ Council Members voted against the motion.

SO ORDAINED this ____ day of _____, 2024.

Attest:

City Clerk

Beverly Jones, Mayor

Approved as to form: _____
City Attorney

PART II - CODE OF ORDINANCES
Chapter 5 - BUILDING AND PROPERTY REGULATIONS
ARTICLE VI. - PROPERTY MAINTENANCE
DIVISION 12. COMMUNITY REDEVELOPMENT TAX INCENTIVE PROGRAM

DIVISION 12. COMMUNITY REDEVELOPMENT TAX INCENTIVE PROGRAM

Sec. 5-431. Purpose.

- (a) The existence of real property that is maintained in a blighted condition increases the costs to city budgets by increasing the need for government services, including but not limited to social services, public safety services and code enforcement services. Rehabilitation of blighted property decreases this need for such government services.
- (b) In furtherance of its objective to eradicate conditions of slum and blight within the city, this mayor and council in exercise of the powers granted to municipal corporations in O.C.G.A. tit. 36, ch. 61, Urban Redevelopment, has designated and continues to designate those areas of the city where conditions of slum and blight are found or are likely to spread.
- (c) In recognition of the need for enhanced governmental services and in order to encourage private property owners to maintain their real property and the buildings, structures and improvement thereon in good condition and repair, and as an incentive to encourage community redevelopment, a community redevelopment tax incentive program is hereby established as authorized by Article IX, Section II, Paragraph VII(d) of the 1983 Constitution of the State of Georgia.

(Ord. No. 2021-09, § 1(Exh. A), 11-4-21)

Sec. 5-432. Definitions

As used in this article, the following terms shall have the meanings indicated:

Blighted property, blighted, or blight means any urbanized or developed property that:

Presents two or more of the following conditions:

Uninhabitable, unsafe, or abandoned structures including but not limited to boarded-up structures; ~~or~~
Inadequate provisions for ventilation, light, air, or sanitation; ~~or~~

An imminent harm to life or other property caused by fire, flood, hurricane, tornado, earthquake, storm, or other natural catastrophe that the governor has declared a state of emergency under the state law or has certified the need for disaster assistance under federal law; provided, however, this designation shall not apply to property unless the relevant public agency has given notice in writing to the property owner regarding specific harm caused by the property and the owner has failed to take reasonable measures to remedy the harm; ~~or~~

A site identified by the Federal Environmental Protection Agency as a superfund site pursuant to 42 U.S.C. Section 9601, et seq. or environmental contamination to the extent that requires remedial investigation or a feasibility study; ~~or~~

Repeated illegal activity on the individual property of which the property owner knew or should have known; ~~or~~

The maintenance of the property is below state, county, or municipal codes for at least three (3) months one year after written notice of the code violation to its owner; provided, however, that the

submittal of a completed building permit application or other applicable submittal requested by the public officer shall remove this condition from consideration of blight; and

Is conducive to ill health, transmission of disease, infant mortality or crime in the immediate proximity of the property.

Property that is subject to frequent property maintenance or environmental code citations.

Property shall not be deemed blighted solely because of aesthetic conditions.

Property shall not be deemed blighted for the purpose of any increase of ad valorem taxation under this division if the property is a dwelling house which is being used as a primary residence of one (1) or more persons.

Boarded-up structure means a structure that has its doors, windows, or other openings covered with boards or secured in another way.

Building inspector means a certified inspector possessing the requisite qualifications to determine minimal code compliance.

Building official means a person authorized to enforce provisions of the technical construction codes.

Community redevelopment means any activity, project, or service necessary or incidental to achieving the redevelopment or revitalization of a redevelopment area or portion thereof designated for redevelopment through any urban redevelopment plan that may be adopted by the city or through local ordinances relating to the repair, closing, and demolition of buildings and structures unfit for human habitation.

Governing authority means the mayor and council of the City of Stone Mountain, a Georgia Municipal Corporation.

Millage or millage rate means the levy, in mills, that is established by the governing authority for purposes of financing, in whole or in part, the levying jurisdiction's general fund expenses for the fiscal year.

Person means an individual, corporation, partnership, business or nonprofit entity, association, joint-stock company, business trust, joint venture, commercial entity, public corporation, unincorporated association, estate, trust, trustee in bankruptcy, receiver, fiduciary,, or other legal representative or commercial entity.

Public officer means the city manager or such officer or employee of the city as designated by the city manager to perform the duties and responsibilities hereafter set forth in this article.

Structure means anything constructed or erected which has, or the use of which requires, permanent or temporary location on or in the ground, or which is attached to something having a permanent location on the ground, including, but not limited to, the following: buildings, gazebos, signs, billboards, tennis courts, radio and television antennae and satellite dishes (including supporting towers), swimming pools, light fixtures, walls, fences and steps.

(Ord. No. 2021-09, § 1(Exh. A), 11-4-21)

Sec. 5-433. Levy of increase ad valorem tax on blighted real property.

- (a) There is hereby levied on all real property within the city that has been officially identified as maintained in a blighted condition an increased ad valorem tax by applying a factor of ~~ten (10)~~ ~~six (6)~~ to the millage rate applied to the property, so that such property shall be taxed at a higher millage rate generally applied in the municipality, or as may otherwise be provided by general law; provided, however, real property on which there is situated a dwelling house which is being occupied as the primary residence of one (1) or more persons shall not be subject to official identification as maintained in a blighted condition and shall not be subject to increased taxation.-

- (b) Such increased ad valorem tax shall be applied and reflected in the next tax bill rendered following official designation of a real property as blighted; provided, however, if a property owner resolves the blighted condition of such owner's property to the city's satisfaction (in accordance with the provisions of section 5-435) at least sixty (60) days prior to the preparation of the first tax bill following such official designation of such real property as blighted, the property shall be eligible for the decrease of the tax rate as provided in section 5-436 in the first tax bill rendered following official designation of such real property as blighted.
- (c) Revenues generated from the increased ad valorem tax imposed on properties designated as maintained in a blighted condition shall, upon receipt, be segregated by the city manager as designated within the General Fund's department 030 line item for the abatement of nuisances and used only for community redevelopment purposes, including but not limited to defraying the cost of the city's program to close, repair, or demolish unfit buildings and structures, land acquisition and clearing, and costs associated with the eradication of duly-identified slum and blight.

(Ord. No. 2021-09, § 1(Exh. A), 11-4-21)

Sec. 5-434. Official identification of property maintained in blighted condition.

- (a) In order for a parcel of real property to be officially designated as maintained in a blighted condition and subject to increased taxation, the following steps must be completed:
- (1) An inspection must be performed on the parcel of property. In order for an inspection to be performed:
 - a. A request may be made by the public officer or by at least five (5)~~seven (7)~~ residents of the city (each living in a different household from the others) for inspection of a parcel of property, said inspection to be based on the criteria as delineated by further resolution or ordinance of the city council; or
 - b. The public officer may cause a survey of existing conditions to be performed, or may refer to any such survey conducted or finalized within the previous five (5) years, to locate or identify any parcels that may be in a blighted condition and for which a full inspection should be conducted to determine if that parcel of property meets the criteria set out in this article for designation as being maintained in a blighted condition.
 - (2) A written inspection report of the findings for any parcel of property inspected pursuant to subsection (1) above shall be prepared and submitted to the public officer. Where feasible, photographs of the conditions found to exist on the property on the date of inspections shall be made and will supplement the inspection report. Where compliance with minimum construction, housing, occupancy, fire and life safety codes in effect within the city are in question, the inspection shall be conducted by a certified inspector possessing the requisite qualifications to determine minimal code compliance.
 - (3) Following completion of the inspection report, the public official will review the report and supporting documents for findings and recommendations by the building official in determining that the property identified meets the definition of blighted area as defined under this article. The public officer shall make a determination, in writing, that a property is maintained in a blighted condition, as defined by this article, and is subject to increased taxation.
 - (4) The public officer shall cause a written notice of his/her determination that the real property at issue is being maintained in a blighted condition to be served upon the person(s) shown on the most recent tax digest of DeKalb County as responsible for payment of ad valorem taxes assessed thereon and parties in interest; provided, however, where through the existence of reasonable diligence it becomes known to the public officer that real property has been sold or conveyed since publication of the most recent tax digest, written notice shall be given to the person(s) known or reasonably believed to then own the

property or be chargeable with the payment of ad valorem taxes thereon, at the best address available. Service in the manner set forth at O.C.G.A. § 41-2-12 shall constitute sufficient notice to the subject property owner or person chargeable with the payment of ad valorem taxes for purpose of this section, except that posting of the notice on the property will not be required.

- (b) The written notice given to the person(s) chargeable with the payment of ad valorem taxes and parties in interest shall notify such person and parties in interest of the public officer's determination that the real property is being maintained in a blighted condition and shall advise such person and parties in interest of the hours and location at which the person may inspect and copy the public officer's determination and any supporting documentation. Persons and parties in interest notified that the real property of which the person(s) is chargeable with the payment of ad valorem taxes shall have thirty (30) days from the receipt of notice in which to request hearing before the city's municipal court. Written request for hearing shall be filed with the public officer. Upon receipt of a request for hearing, the public officer shall notify the city manager (if the duties of public officer as defined under this article have been delegated by the city manager to some other officer or employee of the city), the municipal court clerk and the city clerk.
- (c) Within thirty (30) days of the receipt of a request for hearing, the municipal court clerk shall set a date, time and location for the hearing and shall give at least ten (10) business days' notice to the person(s) and/or parties in interest requesting the hearing and the public officer. Hearings may be continued one (1) time upon request of any party, for good cause.
- (d) At the hearing, the public officer shall have the burden of demonstrating by a preponderance of the evidence that the subject property is maintained in a blighted condition, as defined by this article. Upon hearing from the public officer and/or their witnesses and the person(s) or parties in interest requesting the hearing and/or their witnesses, the municipal court judge shall make a determination either affirming or reversing the determination of the public officer. The determination shall be in writing and copies thereof shall be served on the parties by certified mail or statutory overnight delivery. The determination by the municipal court judge shall be deemed final. If the municipal court judge affirms the determination of the public officer, a copy of such determination shall be served upon the city clerk. The city clerk will thereafter coordinate with the Tax Commissioner of DeKalb County regarding the imposition of the increased ad valorem tax against the subject property beginning on the next regular tax bill rendered on behalf of the city.
- (e) Persons aggrieved by the determination of the municipal court affirming the determination of the public officer may appeal the decision by petitioning the Superior Court of DeKalb County for a writ of certiorari, within thirty (30) days of issuance of the municipal court's written determination.

(Ord. No. 2021-09, § 1(Exh. A), 11-4-21)

Sec. 5-435. Remediation or redevelopment to remove designation of blighted condition.

- (a) A property owner or person(s) who is chargeable with the payment of ad valorem taxes on real property that has been officially designated pursuant to this article as property maintained in a blighted condition may petition the public officer to lift the designation, upon proof of compliance with the following:
 - (1) Completion of work required under a plan of remedial action or redevelopment approved by the city's building official and public officer that addresses the conditions of blight found to exist on or within the property, including compliance with all applicable minimum codes; or
 - (2) Completion of work required under a court order entered in a proceeding brought pursuant to Chapter 5, Article VI. Property Maintenance, Division 9. Nuisance Abatement Procedures of the Code of Stone Mountain, Georgia; and

- (3) Any outstanding ad valorem taxes (state, school, county and city, including the increased tax pursuant to this article) and governmental liens due and payable on the subject property have been satisfied in full.
- (b) Before action on a petition to lift the designation, the public officer shall cause the property to be thoroughly inspected by a building inspector and fire inspector, who by written inspection report, shall certify that all requisite work has been performed to applicable code in a workmanlike manner, in accordance with the specifications of the plan of remedial action or redevelopment, or applicable court order. Upon finding required work to be satisfactorily performed, the public officer shall issue a written determination that the real property is no longer maintained in a blighted condition. Copies of this determination shall be served upon the person(s) chargeable with the payment of ad valorem taxes, and upon the city clerk who shall communicate such updated status to the Tax Commissioner of DeKalb County. All fees associated with inspections shall be the responsibility of the property owner.
- (c) All plans for remedial action or redevelopment shall be in writing, signed by the person(s) chargeable with the payment of ad valorem taxes on the real property and the building official and the public officer and shall contain the following:
- (1) The plan shall be consistent with the city's comprehensive plan and all laws and ordinances governing the subject property and shall conform to any urban redevelopment plan adopted for that area.
 - (2) The plan shall set forth in reasonable detail the requirements for repair, closure, demolition, or restoration of existing structures, in accordance with minimal statewide codes; where structures are demolished, the plan shall include provisions for debris removal, stabilization and landscaping of the property.
 - (3) On parcels of five (5) acres or greater, the plan shall address the relationship to local objectives respecting land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements.
 - (4) The plan shall contain verifiable funding sources that will be used to complete its requirements and show the feasibility thereof; and
 - (5) The plan shall contain a timetable for completion of required work.
- (6) Any outstanding ad valorem taxes (state, school, county, and city, including the increased tax pursuant to this article) and governmental liens due and payable on the property must be satisfied in full.

(Ord. No. 2021-09, § 1(Exh. A), 11-4-21)

Sec. 5-436. Decreased rate of taxation to be applied after successful remedial action or redevelopment of blighted property.

- (a) Real property which has had its designation as maintained in a blighted condition removed by the public officer, shall be eligible for a decrease in the rate of city ad valorem taxation by applying a factor of 0.5 to the city millage rate applied to the property, so that such property shall be taxed at a lower millage rate than the millage rate generally applied in the municipality or otherwise provided by general law; such decreased rate of taxation shall be applied beginning with the next tax bill rendered following removal of official designation of a real property as blighted. The decreased rate of taxation may be given in successive years, depending on the amount of cost expended by the person(s) chargeable with payment of ad valorem taxes on the property to satisfy its remediation or redevelopment, with every twenty-five thousand dollars (\$25,000.00) or portion thereof equaling one (1) year of tax reduction; provided, however, that no property shall be entitled to reduction in city ad valorem taxes for more than three (3) successive years.

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- (b) In order to claim entitlement for a decreased rate of taxation, the person(s) chargeable with payment of ad valorem taxes on the property shall submit a notarized affidavit to the public officer, supported by receipts or other evidence of payment, of the amount expended.

(Ord. No. 2021-09, § 1(Exh. A), 11-4-21)

Sec. 5-437. Duty of city clerk to provide notice to county tax commissioner.

- (a) It shall be the duty of the public officer to notify the DeKalb County Tax Commissioner in writing as to designation or removal of designation of a specific property as maintained in a blighted condition. Such notice shall identify the specific property by street, address and tax map, land lot and tax parcel number, as assigned by the DeKalb County Tax Assessor's Office. The public officer shall cooperate with the Tax Commissioner to assure accurate tax billing of those properties subject to increase or reduced ad valorem taxation under this article.

(Ord. No. 2021-09, § 1(Exh. A), 11-4-21)

Secs. 5-438—5-440. Reserved.