



Mayor and City Council Regular Session
Tuesday, March 17, 2026 at 6:30 PM
City Hall, 875 Main Street, Stone Mountain, Georgia 30083

Agenda

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

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

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

Link to join Webinar: <https://us06web.zoom.us/j/82303400686>

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

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

Comments from the Public

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

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

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

1. Consideration of an action on a request to approve the February 28, 2026 meeting minutes, requested by City Clerk Shavala Ames. Goal: Governance
2. Consideration of an action on a request to approve the March 3, 2026 meeting minutes, requested by City Clerk Shavala Ames

VI. **Reading of Communications**

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

VIII. **Committee Reports - Reports Submitted as Written (No Verbal Updates)**

1. Stone Mountain Community Garden
2. Planning Commission
3. Historic Preservation Commission

IX. **Staff Reports - Reports Submitted as Written**

1. Public Safety - Police Chief James Westerfield

X. **City Manager's Report**

1. Operations Report - City Manager Maggie Dimov

XI. **Council Policy Discussion Topics**

XII. **Unfinished Business**

XIII. **New Business**

1. Consideration of an action on a request to Approve Crabapple Service Agreement Extension and Resolution 2026-02 budget amendment, requested City Manager Maggie Dimov. Goal - Public Works & Infrastructure
2. Consideration of a request to approve the Amended Grant Agreement - Energy Efficiency and Conservation Block Grant (EECBG) HVAC Project, requested by City Manager Maggie Dimov. Goal – Public Works & Infrastructure

XIV. **New Ordinances and Resolutions**

XV. **Remarks of Privilege**

XVI. **Announcements by The Mayor**

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

1. Litigation

XVIII. **Adjournment**



VII - REVIEW OF JOURNAL ITEM 1

Date:	February 28, 2026	City Council Meeting Date:	March 17, 2026
From:	Shavala Ames	Department:	City Clerk
Goal:	Governance	Presenter:	Shavala Ames
Agenda Title:	Consideration of an action on a request to approve February 28, 2026 meeting minutes.		
Audio/Visual Presentation:	Yes/No/NA		

Workplan Goal Details:
Governance - Focus on streamlining legislative processes to ensure timely, accurate, and transparent dissemination of information to the City Council, staff, and the public, reinforcing the foundation of local governance.
Agenda Item Description (Background/History/Details):
(O.C.G.A. § 50-14-1) requires public agencies to maintain written meeting minutes and make them available for public inspection after approval.

Staff Recommendations (Motion):
Staff recommends the following: “Approve Meeting Minutes as required”

Department Head Approval:	Shavala Ames
City Manager Approval:	Miglana Dimov

Mayor’s Signature Required:	YES	NO
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List Attachments:
1. February 28, 2026 Meeting Minutes DRAFT

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

Budgeted Yes/No	Fund Name & Code	Current Balance	Requested Allocation	City Manager’s Initials
No	N/A	N/A	N/A	MD



Mayor and Council Retreat Part – III
February 28, 2026 at 9:00 A.M.
City Hall, 215 N. Broad Street, Monroe, GA 30655

Minutes

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

Staff: Maggie Dimov – City Manager | Shavala Ames – City Clerk | Angela Couch - City Attorney

I. Call to Order

Mayor Linder called the meeting to order at 9:00 A.M.

II. Determination of Quorum

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

III. City Staff 2026 Workplan Presentation

1. Retreat Discussion

The retreat was facilitated by Michael McPherson, Georgia Municipal Association District 3 Member Services Consultant, who led the session in coordination with City Manager Miglena (“Maggie”) Dimov.

Ms. Dimov opened the retreat by providing a brief overview of the 2026 Employee Workplan. Each staff member introduced themselves and their respective department. Department directors then presented a detailed review aligning their departmental goals and initiatives with the City of Stone Mountain’s mission statement as established by the City Council during prior retreats. The session focused on developing clear, practical initiatives led by staff that reflect the Council’s shared vision and strategic priorities to effectively move the City forward.

IV. Pond Presentation

Representatives from Pond & Company presented three design concepts for the Lawn on Main property. They explained what each concept would include and provided estimated timelines and cost projections for how the project could move forward under each option.

The concepts were developed using community feedback and the proposed project budget as guiding factors. Based on these considerations, the project was divided into two phases. Phase I is estimated at approximately \$3 million and is structured to incorporate as many of the desired amenities and features as possible within the established budget.

The presentation also included visual renderings to help illustrate the proposed designs and concluded with an overview of the anticipated next steps to move the project forward.

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V. Davenport Presentation

Vice President Ricardo Cornejo delivered a presentation providing an overview of Davenport’s role as a financial advisor and the services the firm offers. These services include capital improvement planning, managing financial transactions, coordinating with financing teams, and overseeing scheduling related to funding efforts. He explained Davenport’s primary role as a financial services provider in assisting municipalities with planning and implementing funding strategies.

Mr. Cornejo also shared examples of projects the firm has supported in other cities that utilize Davenport’s services.

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

ACTION: MOTION TO GO INTO EXECUTIVE SESSION AT 2:53 P.M. TO DISCUSS REAL ESTATE

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

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

MOTION PASSED (UNANIMOUSLY)

ACTION: MOTION TO ADJOURN EXECUTIVE SESSION AND RECONVENE THE RETREAT DISCUSSION AT 4:00 P.M.

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

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

MOTION PASSED (UNANIMOUSLY)

VII. ACTION: MOTION TO ADJOURN THE MEETING AT 4:01 P.M.

Motion made by Council Member: Post 2 Mark Marianos, seconded by Council Member: Post 4 Kay Nunez

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

MOTION PASSED (UNANIMOUSLY)

Jelani Linder, Mayor

City Clerk, Shavala Ames



VII - REVIEW OF JOURNAL ITEM 1

Date:	March 3, 2026	City Council Meeting Date:	March 17, 2026
From:	Shavala Ames	Department:	City Clerk
Goal:	Governance	Presenter:	Shavala Ames
Agenda Title:	Consideration of an action on a request to approve March 3, 2026 meeting minutes.		
Audio/Visual Presentation:	Yes/No/NA		

Workplan Goal Details:
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Staff Recommendations (Motion):
Staff recommends the following: “Approve Meeting Minutes as required”

Department Head Approval:	Shavala Ames
City Manager Approval:	Miglana Dimov

Mayor’s Signature Required:	YES	NO
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List Attachments:
1. March 3, 2026 Meeting Minutes DRAFT

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

Budgeted Yes/No	Fund Name & Code	Current Balance	Requested Allocation	City Manager’s Initials
No	N/A	N/A	N/A	MD



Mayor and City Council Work Session

Tuesday, March 3, 2026 at 6:30 PM

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

Minutes

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

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

I. Call to Order

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

II. Determination of Quorum

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

ABSENT: Council Member: Post 1 Anita Bass

III. Invocation and Pledge

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

IV. Citizen Comments/Including comments from public/stakeholders

Citizen Comment 1: Eileen Smith – Thanked Public Works Director Mike Helton for addressing the backlog of SeeClickFix requests. She also shared information about assistance programs available through DeKalb County and Georgia Power for senior citizens and low-income residents, including water and electric bill discounts, a plumbing repair assistance program through DeKalb County, and energy-efficiency services through Georgia Power such as thermostat repairs or replacements, added insulation, and ductwork repairs. She also advised that the DeKalb County Fire Department offers free smoke alarms and will install them at no cost for residents.

Citizen Comment 2: Ms. Thomas – Commended the Mayor and Council retreat held on Saturday February 28, 2026. She stated that the citizen comment disclaimer on the agenda violates her First Amendment rights. Regarding the audit, she requested that the full document be made available online for public access. She noted repeated Anti-Deficiency Act findings in the 2022, 2023, and 2024 audits and cautioned that Council is spending funds not actually available, even if listed in the budget. She referenced Rockborough’s statement of work in the A&S Pavement contract, alleging that both the City and A&S Pavement are in breach. She further expressed concern about inappropriate SPLOST expenditures and requested the 2023 audit, which she believes flagged over \$8,000 in improper spending, and asked that funds be restored to address Rockborough Terrace.

Citizen Comment 3: Joan Monroe – Petitioned Council to cease violating federal and state laws, citing her First Amendment rights. She reminded Council that upon being sworn in, members pledged to uphold

46 the Constitution of the United States, not that of Russia. She stated that documented violations exist and
47 asserted that arbitrarily preventing individuals from participating in the public process, as well as
48 withholding records based on personal dislike, is unlawful. She accused Council of mismanaging funds
49 and later voting to cover such issues. She emphasized that Council is responsible for compliance and
50 proper financial management.

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52 **Citizen Comment 4: Cheryl Dudley** – Suggested that the City distance itself from Stone Mountain Park
53 due to ongoing controversy, including litigation involving the Sons of Confederate Veterans. She
54 encouraged Council to promote the identity of the City of Stone Mountain itself rather than the park,
55 emphasizing this as a path toward the future. She referenced another city that relied heavily on tourism
56 revenue and urged Council not to follow that same model. She also reminded residents that primary
57 elections are coming up in May and encouraged everyone to ensure they are registered to vote.

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59 **Citizen Comment 5: Candice Spicer** – Thanked the City for supporting her business, My Vintage Home,
60 located downtown. She shared a concern about Main Street traffic, noting that some customers had
61 difficulty crossing the street, and requested increased police patrols in that area.

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63 **Citizen Comment 6: Deronda Goar** – Noted that she had previously inquired about city taxes, explaining
64 that she is a senior. She was told last year by DeKalb County that paperwork needed to be submitted by
65 April 1, which she missed, so she submitted it on time this year but was informed that no discount would
66 be applied until next year. She also asked whether Code Enforcement addresses residents placing junk
67 in their front yards.

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

- 70
71 1. Consideration of an action on a request to approve February 17, 2026 Meeting Minutes

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73 **ACTION: MOTION TO APPROVE FEBRUARY 17, 2026 MEETING MINUTES**

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

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

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81 **MOTION PASSED (UNANIMOUSLY)**

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83 **VI. Reading of Communications – None**

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

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88 **ACTION: MOTION TO ADOPT THE AGENDA OF THE DAY AS AMENDED TO INCLUDE AN**
89 **EXECUTIVE SESSION TO DISCUSS LITIGATION**

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

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93 **Voting Yea:** Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council
94 Member: Post 4 Kay Nunez, Council Member: Post 5 Hub Jordan, Council Member: Post 6 Elaine
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97 **MOTION PASSED (UNANIMOUSLY)**

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99 **VIII. City Manager’s Report**

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101 1. 2024 Audit Update – CKH Group
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105 CKH representative Eon Van Wyk reviewed the 2024 audit as outlined in the presentation to Council.
106 City Manager Maggie Dimov thanked Sumter Consulting for assisting City of Stone Mountain in
107 completing the audit quickly and expressed appreciation to CKH Group for their guidance in identifying
108 areas for future improvement. She noted that personnel-related issues affected audit report production,
109 but with new staff, including a senior accountant, she is confident the 2025 audit will show significant
110 improvement.

111
112 Council asked about journal entries and whether a secondary review was needed. It was clarified that
113 while manual entries can be error-prone, many entries are not manual, so less rigorous review is
114 required. Council also asked about readiness for the 2025 audit. Stephen Mayers stated that May 24,
115 2026 is a realistic start date to allow the City to provide necessary financial documents. Council
116 acknowledged suggestions to upgrade software and procedures to streamline the audit process.
117 Questions were raised regarding the completion of the 2024 and 2025 audits and the DCA annual
118 finals. Stephen clarified that the 2024 finals still need to be completed and that the Finance Director,
119 with support from Sumter Consulting, will lead updates to policies and procedures. Regarding budget
120 amendments, one will be needed for 2025 but not 2024.

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122 The Mayor commended CKH Group, noting that the 2024 audit was clear, well-organized, and easy to
123 understand.

124 125 2. Comprehensive Plan Public Outreach Update – Planning Manager Tamaya Huff

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127 Ms. Huff provided an overview of the proposed Public Outreach Plan included in the meeting packet,
128 explaining its purpose and the factors that led to its development for the City. She emphasized that
129 effective public engagement is critical to managing the comprehensive plan and ensuring timely
130 approval, while improper engagement could delay the process. She encouraged community members
131 to review the plan, provide comments, and participate collaboratively within the parameters established
132 by the plan.

133 134 IX. Council Policy Discussion Topics – None

135 136 X. Unfinished Business

137 138 1. Operations Report – City Manager Maggie Dimov

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140 City Manager Maggie Dimov provided details and updates as outlined in the written report.

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142 Council raised questions regarding the lights on Main Street, and it was confirmed that the Public
143 Works Director is working on the programming to get them operational as promised. Council also
144 inquired about issues with the security cameras, and Mike Helton clarified that the Public Works
145 Department is working closely with DeKalb County to get additional security cameras on Main Street
146 and West Mountain Drive.

147 148 IX. Council Policy Discussion Topics – None

149 150 X. Unfinished Business

151 152 1. Consideration of an action on a request to modify VFW request, requested by Public Works Director 153 Mike

154
155 City Manager Maggie Dimov came forward to present this item on behalf of Public Works Director
156 Mike Helton in which she explained that after putting out the RFP and receiving the projected cost
157 from bidders she noted that if the city decides to proceed with this project will likely be the only
158 project to be completed for the year 2026, she recommends pausing the project due to limited
159 funding for 2026.
160

161 Mayor and Council agreed to pause the current project and consider developing a comprehensive
162 plan for all City parks before approving major projects. They also noted the need to address
163 flooding and lack of ADA access in the gardens, which currently pose a hazard to the community.
164

165 Council asked whether deferring or denying the county grant for the project would affect future
166 opportunities, and Ms. Dimov confirmed that the county provides the grant annually. Council also
167 inquired about applying the grant to the Lawn on Main project instead or using the funds for
168 McCurdy Park, highlighting potential revenue from youth and adult league activities.
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170 **ACTION: MOTION TO APPROVE THE REQUEST TO PAUSE THE VFW PARK**
171 **IMPROVEMENT PROJECT**

172 Motion made by Mayor Pro Tem: Post 3 Ryan Smith, Seconded by Council Member: Post 2 Mark
173 Marianos
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175 **Voting Yea:** Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council
176 Member: Post 4 Kay Nunez, Council Member: Post 5 Hub Jordan and Council Member: Post 6
177 Elaine Vaughn
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179 **MOTION PASSED UNANIMOUSLY**
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181 **XI. New Business**

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183 1. Consideration of an action on a request to approve the proposal for use of the baseball field at Leila
184 Mason Park
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186 Council expressed overall support for the use of the baseball field but raised concerns about
187 constructing a dugout due to limited City funds. Attorney Couch addressed the legal implications of
188 the applicant building and paying for the dugout. It was agreed that including padding does not
189 require an RFP and would be permissible.
190

191 **ACTION: MOTION TO APPROVE A REQUEST TO APPROVE THE USE OF THE BASEBALL**
192 **FIELD AT LEILA MASON PARK, EXCLUDING THE CITY'S INVOLVEMENT WITH THE**
193 **CONSTRUCTION OF A DUGOUT**

194 Motion made by Mayor Pro Tem: Post 3 Ryan Smith, Seconded by Council Member: Post 2 Mark
195 Marianos
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197 **Voting Yea:** Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council
198 Member: Post 4 Kay Nunez, Council Member: Post 5 Hub Jordan, and Council Member: Post 6
199 Elaine Vaughn
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201 **MOTION PASSED UNANIMOUSLY**
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- 203 2. Consideration of an action on a request to enter into an agreement with Target Solutions Learning
204 LLC (Vector Solutions), requested by Police Chief James Westerfield, Jr.
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206 **ACTION: MOTION TO APPROVE THE REQUEST TO ENTER INTO AN AGREEMENT WITH**
207 **TARGET SOLUTIONS LEARNING LLC (VECTOR SOLUTIONS)**

208 Motion made by Mayor Pro Tem: Post 3 Ryan Smith, Seconded by Council Member: Post 2 Mark
209 Marianos
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211 **Voting Yea:** Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council
212 Member: Post 4 Kay Nunez, Council Member: Post 5 Hub Jordan, and Council Member: Post 6
213 Elaine Vaughn
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215 **MOTION PASSED UNANIMOUSLY**
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- 217 3. Consideration of an action on a request to approve the purchase and licensing of an upgraded
218 network firewall, requested by Police Chief James Westerfield, Jr.

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It was advised that the current firewall has reached end-of-life status. At this stage, the manufacturer no longer provides licensing updates, security protections, or technical support, leaving the City network vulnerable to cybersecurity threats and without important security features.

ACTION: MOTION TO APPROVE THE PURCHASE AND LICENSING OF AN UPGRADED NETWORK FIREWALL

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

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

MOTION PASSED UNANIMOUSLY

4. Consideration of an action on a request for outdoor gym repairs, requested by Public Works Director Mike Helton

Public Works Director Mike Helton provided an overview of the quote for repairs to the outdoor gym, noting that the highest price was quoted, but a discount may be possible if contractors will be working nearby in Ellenwood. Council asked about surveying the area for problematic trees and whether the proposed fencing would be permanent. Mr. Helton clarified that the fencing would be temporary to protect the equipment from theft or damage during construction.

ACTION: MOTION TO APPROVE THE REQUEST FOR OUTDOOR GYM REPAIRS

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

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

MOTION PASSED UNANIMOUSLY

XII. New Ordinances and Resolutions

1. Second Read Ordinance 1008B Main Street, requested by Planning Manager Tamaya Huff

XIII. Remarks of Privilege – None

XIV. Announcements by the Mayor

1. Mayor Linder mentioned that the Senior Meet and Greet was held on Monday, March 2, at The View Senior Living and was a great opportunity to connect with the seniors in the community. Council agreed to have a City Council representative, along with members of staff attend once per quarter to interact with residents.

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

ACTION: MOTION TO GO INTO EXECUTIVE SESSION AT 8:11 P.M. TO DISCUSS LITIGATION

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

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

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MOTION PASSED (UNANIMOUSLY)

ACTION: MOTION TO ADJOURN EXECUTIVE SESSION AND RECONVENE THE CITY COUNCIL MEETING AT 8:50 PM

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

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

MOTION PASSED (UNANIMOUSLY)

XVI. Adjournment

ACTION: MOTION TO ADJOURN THE MEETING 8:51 P.M.

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

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

MOTION PASSED (UNANIMOUSLY)

Jelani Linder, Mayor

Shavala Ames, City Clerk

MARCH 17, 2026, COMMITTEE REPORT TO CITY COUNCIL

STONE MOUNTAIN COMMUNITY GARDEN AT VFW PARK



Recent Harvest - Photo by Bruce Lewis

Committee Members:

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

OVERVIEW

Stone Mountain Community Garden at VFW Park (SMCG) is an all volunteer effort and has been operating continuously since March 2011, as a partnership between the City of Stone Mountain and the Dekalb County/University of Georgia Extension Service (Extension Service). **“We Grow Community.”** So far, the SMCG has donated over 17,040 pounds of fresh produce to the Stone Mountain Ecumenical Food Pantry (Food Pantry) for distribution to local families with food insufficiencies — providing healthy and nutritious food for over 4,260 families to date. Thus far this year, we have delivered 228 pounds of fresh produce to the Food Pantry. Current crops include: arugula, bok choy, broccoli, cabbage, carrots, collard greens, garlic, green onions, kale, leeks, mustard greens, parsley, rosemary, sage, thyme, turnip greens and Swiss chard. We are currently transitioning to spring and summer crops (e.g., potatoes, peas, onions).

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

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

RECENT SMCG EVENTS

- February 19, 2026 Quarterly Community Garden Committee Meeting at 6:30pm (ZOOM)
- March 6, 2026 Food Well Alliance Pop Up Group Volunteers at SMCG
- March 14, 2026 Kickoff for New Gardening Year at SMCG

UPCOMING EVENTS AT SMCG

- March 24, 2026 All Dekalb County Master Gardeners Workday at SMCG
- April 11, 2026 Workday and Mini Talk (TBD)
- May 9, 2026 Workday and Mini Talk (TBD)
- June 27, 2026 Plant Eat and Repeat Workshop at SMCG by Food Well Alliance and Atlanta Botanical Gardens

RECENT ACCOMPLISHMENTS

1. Started Growing Plants from Seed in Greenhouse
2. Met with New Public Works Director to Discuss Priority Actions Needed at SMCG

IMMEDIATE NEEDS FROM CITY

1. Handicap Accessibility to Garden and Bathrooms—Problems Persist
2. Remedy Drainage Problem Along Gordon Street and Entrance to Community Garden
3. Relocate Storage Shed from Georgia Military College Site to Community Garden
4. Resolve Electrical Problems in Storage Building and Bathrooms
5. Replace Third Picnic Bench Under Kiosk
6. Replenish Compost in Stall and Remove Weed Pile from Stall
7. Remove Two Deteriorated Wooden Benches from Community Garden (Safety Hazzard)

MEDIA EVENTS

Atlantic Bee Company, January 19, 2026 - <https://atlanticbeecompany.substack.com/p/healing-land>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Planning Commission Status Report



Agenda Item	Summary	Date	Topic	Notes
COMMISSION ANNOUNCEMENTS				
City of Stone Mountain Council Retreat	Update	3/18/2026		
City of Stone Mountain 2026 Staff Work Plan	Workplan items	3/18/2026		
Comprehensive Plan Survey	Stats	3/18/2026	905 Responses	
Town Hall, March 19th	Access via Planning	3/18/2026		
OLD BUSINESS				
Elect Chair/Vice Chair	Deferred 2/18	3/18/2026		
Public Comment Procedures	Internal Document	3/18/2026	Per council - will use as internal document	
COUNCIL AGENDA ITEMS March 2026				
Complete Streets Policy	2026 Staff Work Plan	3/17/2026	Staff Work Plan	
COUNCIL AGENDA ITEMS APRIL 2026				
Street Name Change	Mackin	4/7/2026	Resolution	
Street Name Change Resolution	Therrell	4/7/2026	Resolution	
APPLICATIONS PENDING				
5406 E Mountain Street	Sign Variance	4/20/2026	Scheduled - Moving Forward	
6122 E Ponce De Leon	LDP/ Plat	4/20/2026	In Progress	

Historic Preservation Commission Status Report



Topic	Date	Status	Notes
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COMMISSION ANNOUNCEMENTS -

Historic Preservation Grant Update	3/18/2026	In progress - Contract Negotiation	
Stone Mountain Council Retreat	3/18/2026	To brief HPC on Retreat Outcomes	
City Council 2026 Staff Work Plan	3/18/2026	To brief HPC on Work Plan related items	
Comprehensive Plan Survey Update	3/18/2026	comprehensive plan survey	950 Responses
Town Hall March 19, 2026	3/18/2026	Comprehensive Plan Town Hall Scheduled 3/19	

NO REVIEW MAINTENANCE

- COAT2026-180745008 767 4th Street (Tree Removal)
- COA2026-1808902013 1000 Main Street (Exterior Maintenance)

CASES

- Case# HPC2026-1808926006 5406 E Mountain Street
- Case# HPC2026-1808915001 5407 E Mountain Street – Thomas Wiley
- Case# HPC2026-1808919010 5442 E Mountain– Leslie Vioso, Casa Sueno LC

CITY OF STONE MOUNTAIN POLICE ACTIVITY STATISTICS

FEBRUARY 1, 2026 – FEBRUARY 29, 2026

ACTIVITY	SHIFT-A (DAY)	SHIFT-B (DAY)	SHIFT-C (NIGHT)	SHIFT-D (NIGHT)	TOTALS
CALLS	43	45	28	23	139
ARREST	4	4	4	9	21
CITATIONS	29	19	64	73	185
WARNING CITATIONS	26	27	4	73	130
DUI	0	0	0	1	1
VSCSA	0	0	0	0	0
PARKING CITATIONS	17	0	16	16	49
TOTALS	119	95	116	195	525
INCIDENT REPORTS 139	DOMESTIC 17	ACCIDENTS 8			

POLICE RECORDS STATS

FEBRUARY 2026

Open Records Requests answered	
23	
Law Enforcement/Military/Security Clearance Pre-Employment Records Checks	30
Records and Media provided to prosecutors for criminal court cases	39



Item # 1.

OPERATIONS REPORT

City Manager, Maggie Dimov
February 18, 2026 - March 17, 2026

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

Women's History Month

March is National Women's History Month

The City of Stone Mountain proudly recognizes and celebrates the outstanding women who help lead and shape our community. During this important month of recognition, we honor not only the women serving in leadership roles throughout the City of Stone Mountain, but also the many women whose dedication, hard work, and support help move our city forward every day.

From public service and community engagement to mentorship and advocacy, their contributions strengthen our city and inspire future generations of leaders. Their commitment, resilience, and vision continue to play a vital role in the growth and success of our community.

Please join us in giving a well-deserved round of applause to the remarkable women who help make the City of Stone Mountain a better place to live, work, thrive.

City Clerk

Item # 1.

Department Head: Shavala Ames, City Clerk

Business Licenses

- New licenses issued - 1
- Renewed licenses issued - 28

JustFOIA (Open Records Requests)

- 43 various requests completed for the City of Stone Mountain (February 17, 2026 - March 11, 2026)

Governing Body Updates

- Ambassadors Meeting - February 26, 2026
- Final Mayor and City Council Retreat - February 28, 2026
- Senior Residents Meet and Greet - March 2, 2026
- Stone Mountain High School NJROTC event - March 9, 2026
- City Council Newly Elected Training - March 18-20



Human Resources Update

The City of Stone Mountain's Office of the City Clerk and Human Resources proudly hosted an Employee Open Enrollment and Benefits Fair on Item # 1. During the event, employees had the opportunity to review their current benefit plans, make updates, and designate new benefit options for the upcoming coverage period.

In addition to receiving valuable information about their benefits, employees enjoyed fresh fruit and healthy snacks while taking part in wellness activities designed to support workplace well-being. The event also featured relaxing chair massages, offering employees a chance to unwind and participate in stress-relief therapy during the workday.

The City of Stone Mountain remains committed to supporting the health, wellness, and professional well-being of its employees, and events like the Benefits Fair help ensure staff members have the resources and information they need to make the best decisions for themselves and their families.



Public Works

Item # 1.

Department Head: Mike Helton, Public Works Director

Public Works Accomplishments / February

- Public Works identified and repaired the tree lights on Main Street and will continue monitoring to ensure proper operation.
- Staff began consulting with private firms that provide computerized street condition assessments to support future infrastructure planning.
- Street sign replacements were completed at the intersections of VFW and Mimosa, VFW and Skyline, and Manor and VFW.
- Street cleaning and clearing were conducted along Cloud Street and VFW Street.
- Repairs were completed at the playground in Leila Mason Park.
- A water leak at VFW Park was identified and repaired.
- Four pothole repairs were completed in the area of Second Street and Mackin Street.
- Two Public Works staff members responded to an after-hours weather-related call in the Sheppard Road and Sheppard Way areas.
- Staff attended the bid opening for the VFW Park project.
- The solar-powered crosswalk sign on Main Street was repaired.
- Graffiti on a Main Street garbage can was covered.
- Public Works participated in a Transportation Committee stakeholder meeting.
- Additional safety markings were installed at the Fitness Court.
- Staff prepared for and presented information during the City Council Planning Retreat.

Public Works assisted with City Hall office upgrades, including painting, furniture assembly, and furniture removal.

- The department received and responded to six SeeClickFix reports, including:
- A concern regarding the slope behind the restrooms following the stormwater project at McCurdy Park.
- Two sidewalk repair notifications in the 5200 block of Cloud Street.
- A citizen concern about slope stability at the Fourth Street stormwater pond.
- A sidewalk repair request on East Mountain where a street sign had previously been installed over a water utility.
- A request to follow up on repairs needed for two pavilions at McCurdy Park.

Capital Projects:

Item # 1.

- **New City Hall Parking Lot / Fence and Gate around the PD parking lot**

The remaining step to finalize the project is the installation of the fence and the police parking lot gate. The contractor anticipates beginning this work in late March. Fence materials were ordered earlier this week and are expected to arrive within approximately 3-4 weeks. Gate materials are anticipated to arrive within 5-6 weeks.

These timeframes reflect current supplier availability and may be subject to change. Staff will continue to monitor material delivery and construction progress and will provide updates as they become available.

- **Street Paving**

The contractor will proceed with paving Ridgemere Court as part of the SPLOST 2025 paving project. The previously submitted Change Order No. 3 was reviewed but was not considered for approval at this time.

The vendor will complete the paving of Ridgemere Court and, upon completion, will evaluate the remaining project funds to determine whether sufficient funding is available to proceed with paving Zachary Street. This approach will allow the City to prioritize completion of Ridgemere Court while assessing the feasibility of completing additional paving within the existing project budget.

- **Fitness Equipment Maintenance / Outdoor Gym Repair**

Due to the rainy Spring weather conditions, the start of the project is postponed till May 2026.

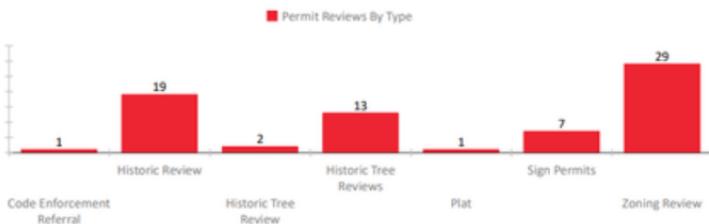
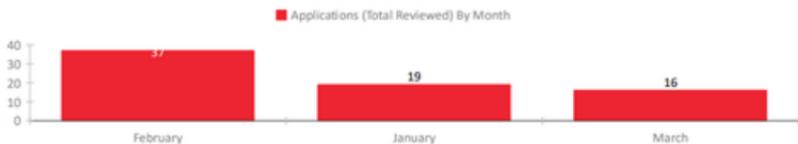
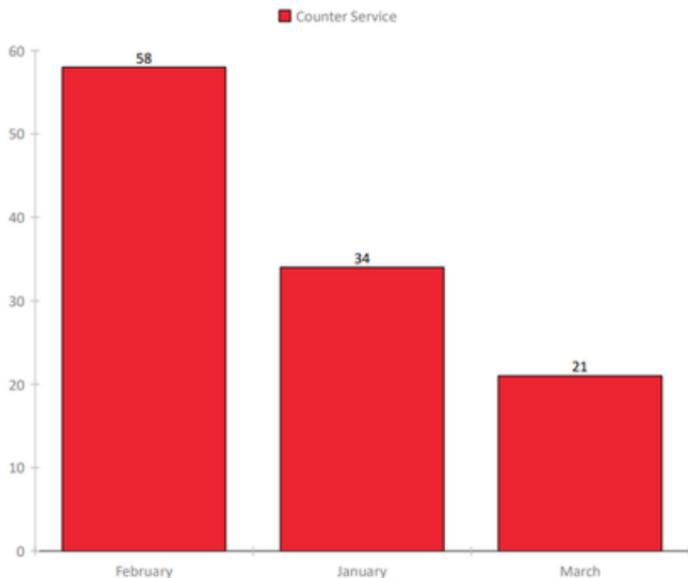
- **JBR/Memorial at Forest Avenue**

Quotes are now being received for several upcoming stormwater projects planned for 2026. One of the priority projects involves the collapsed stormwater pipe located beneath JBR/Memorial Drive at Forest Avenue.

Initial quotes have been received, and the remaining two proposals are expected within the next few days. Once all quotes are in, staff and the City Engineer will evaluate and provide Council with recommendation for approval.

Planning Manager

Department Head: Tamaya Huff, Planning Manager
Report for the Month of February 2026



Court Services Monthly Report

Department Head: Kristie Tucker
Court Report for the Month of February 2026

Code Calendar was held on February 12, 2026, at 9 am

- Judge L. Wiggins presided
- 23 defendants were scheduled with 27 total citations
- 4 defendants failed to appear and notice was sent

Arraignment calendar- February 19, 2026, at 9 am

- Judge T. Moran presided
- 58 defendants were scheduled with 74 total citations
- 13 defendants failed to appear and notice was sent, 2 of those had failed to appear prior so a warrant was issued

Trial/Compliance calendar- February 19, 2026, at 1 pm

- Judge W. Hoffman presided
- 15 defendants were scheduled with 26 citations
- All cases reached resolution with 0 trials held
- 3 defendants failed to appear and notice was sent, 1 of those had failed to appear prior so a warrant was issued

AMNESTY PROGRAM
MARCH 2-31, 2026
STONE MOUNTAIN MUNICIPAL COURT

LIMITED TIME!

- ✓ Reduced Penalties
- ✓ No Questions Asked
- ✓ Clear Your Record

📍 875 Main Street
 Stone Mountain, GA 30083

🕒 M-F 8:30 am - 4:30 pm

🕒 **OPEN SATURDAY**
 March 21, 2026 - 10am - 4 pm

📞 Call Us: 770-879-4981

Special Events / Council Retreat, February 2026

Item # 1.

The City of Stone Mountain concluded its final 2026 council retreat, graciously hosted by the City of Monroe, Georgia. Elected officials and guests attended presentations on the 2026 work plans from city staff, showcasing ambitious goals, strategic planning, and a clear vision for the year ahead. The energy in the room reflected confidence and commitment.

The visit included a tour of Monroe's vibrant downtown, highlighting beautifully designed greenspaces and a museum offering a rich perspective on local history and culture. The experience provided valuable insights and inspiration.

Facilitator Michael McPherson with GMA guided the retreat with professionalism and focus. Special thanks to the City of Monroe team for their hospitality, attention to detail, and warm welcome throughout the visit.

Gratitude is extended to the City of Stone Mountain staff, elected officials, board members, and residents who dedicated their Saturday to participate. Their time, energy, and teamwork transform plans into progress and help set the stage for a successful year.





Date:	March 17, 2026	City Council Meeting Date:	March 17, 2026
From:	Maggie Dimov	Department:	Public Works
Agenda Title:	Consideration of an action on a request to Approve Crabapple Service Agreement Extension		

Agenda Item Description (Background/History/Details):	
<p>The original term of this Agreement expired on December 31, 2025. The parties acknowledge that the Contractor has continued to provide landscaping maintenance services since that date. Through this amendment, the City ratifies and approves the continuation of those services from January 1, 2026, forward. To ensure continuity of service, staff recommend extending the agreement while maintaining the same scope of services.</p> <p>Discussion:</p> <ul style="list-style-type: none"> • The scope of services remains unchanged. • The agreement will continue as an ongoing contract with no set term or deadline. <p>Fiscal Impact:</p> <ul style="list-style-type: none"> • Costs remain consistent with prior agreement terms. • A budget amendment will be needed to allocate an additional \$40,000 to the current budget to cover the ongoing contract costs. 	
Workplan Goal Details: Public Works / Street Landscaping: maintenance, beautification	

Staff Recommendations (Motion):
Staff recommends the following: Approval of the Crabapple Service Agreement extension as an ongoing contract under the same terms and conditions.

Mayor's Signature Required:	YES	No
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List Attachments:
Original agreement with Crabapple and Notice for 2026 Contract Extension, Resolution 2026-02 Budget Amendment

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

Budgeted Yes/No	Fund Name & Code	Current Balance	Requested Amendment	City Manager's Initials
Yes	01.5050.52.3850 Contract Labor	\$80K	Yes, request to allocate additional \$40K	MD

STATE OF GEORGIA
COUNTY OF DEKALB

RESOLUTION 2026-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STONE MOUNTAIN,
GEORGIA, REGARDING AMENDMENT REALLOCATION FOR CRABAPPLE
LANDSCAPING AGREEMENT

WHEREAS, the local fiscal year 2026 budget for the City of Stone Mountain, Georgia was adopted in December 2025; and

WHEREAS, it is necessary to amend such budget now;

THEREFORE, be it resolved by the Mayor and Council of the City of Stone Mountain, Georgia, that the following amendment to the General Fund budget for Fiscal Year 2026 be budget for Fiscal Year 2026 be made this _____ day of, _____ 2026.

FUND 01	GENERAL FUND				
REVENUE	<u>LINE ITEM DESCRIPTION</u>	2026 Budget	INCREASE	DECREASE	BALANCE
	TOTAL:				
EXPENSE	<u>LINE ITEM DESCRIPTION</u>		INCREASE	DECREASE	BALANCE
Public Works					
01.5050.51.1100	Regular Employees	\$426,164		\$40,000	
Public Works					
01.5050.52.3853	Contractual Labor	\$80,000	\$40,000		
	TOTAL:		\$40,000	\$40,000	\$0

Description: Staff requests approval of the renewal of the Crabapple Landscaping Agreement in the amount of \$120,000 annually and approval of the corresponding budget amendment. The amendment reallocates funds from Personal Services – Regular Employees (01.5050.51.1100) to Purchased and Contracted Services – Contractual Labor (01.5050.52.3853). The contractual services account currently has \$80,000 budgeted. Following the approval of the budget amendment, the total appropriation for this account will be \$120,000, which will fully fund the annual contract amount. This amendment does not increase the overall departmental budget but reallocates existing appropriations resulting from a currently vacant position.

Jelani Linder, Mayor

Shavala Ames, City Clerk

Approved as to form:

Angela C. Couch, City Attorney

EXTENSION OF MAINTENANCE SERVICES AGREEMENT

LANDSCAPING

This Extension of Maintenance Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2026, by and between the **CITY OF STONE MOUNTAIN**, a municipal corporation of the State of Georgia (the “City”) and **CRABAPPLE TURF MANAGEMENT, INC. D/B/A/ CRABAPPLE LANDSCAPEEXPERTS**, a Georgia corporation (“Contractor”), collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, on January 1, 2025, the Parties entered into a Maintenance Services Agreement (the “Original Agreement”), attached hereto as Exhibit A; and

WHEREAS, pursuant to the Original Agreement, the Original Agreement could “be extended by the City for additional periods predicated on satisfactory performance and appropriation for lawn maintenance services”; and

WHEREAS, the City has budgeted for lawn maintenance services in the 2026 budget; and

WHEREAS, Contractor satisfactorily performed lawn maintenance services for the City under the Original Agreement.

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

All terms and conditions in the Original Agreement shall remain in full force and effect, except as follows:

1. Updated Alien Employment affidavits are attached hereto as “**Exhibits B.1 and B.2.**” Updated Alien Employment affidavits shall be submitted by Contractor no later than January 15 of each year of each extension.
2. Contract Term. The Original Agreement expired on December 31, 2025. The Parties acknowledge that the Contractor has continued to provide satisfactory lawn maintenance services to the City since that date. Through this Agreement, the City ratifies and approves the continuation of those services from January 1, 2026 to December 31, 2026. Thereafter, this Agreement shall automatically be extended from January 1 of each subsequent year to December 31 of each subsequent year, unless either party provides at least 30 days’ written notice to terminate the Agreement. Otherwise, this Agreement shall begin and end on these dates, unless terminated earlier in accordance with the applicable terms and conditions set forth in the Original Agreement. Pursuant to O.C.G.A. Section 36-60-13, this

Agreement shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of an extension, beyond the fiscal year of such extension.

3. Contractor warrants and represents that it will perform its Work in a prompt and timely manner and in a manner that does not impose delays on the progress of the Work. Continuation of services under this Agreement remains subject to satisfactory performance by the Contractor and the availability and appropriation of funds by the City.

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

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

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

ATTEST:

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

CITY OF STONE MOUNTAIN

By: _____
Name: Jelani Linder
Title: Mayor, City of Stone Mountain

ATTEST:

By: _____
Name: Miglena Dimov
Title: City Manager

Approved as to form:

Angela C. Couch, City Attorney

MAINTENANCE SERVICES AGREEMENT

LANDSCAPING

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

WITNESSETH:

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

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

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

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

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

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

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

Section 1. Contract Documents

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

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

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

Section 2. Project Description

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

Section 3. The Work

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

Section 4. Contract Term; Expedited Completion

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

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

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

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

Section 5. Change Orders

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

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

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

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

Section 7. Covenants of Contractor

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

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

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

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

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

E. Familiarity with the Work.

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

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

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

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

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

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

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

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

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

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

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

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

N. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. Records, Reports and Audits.

(1) Records:

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

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

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

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

Section 8. Covenants of the City

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

Section 9. Termination

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

days in advance of the termination date.

- B. For Cause. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of City's failure to pay the Contractor within thirty (30) calendar days of Contractor providing the City with notice of a delinquent payment and an opportunity to cure. The City may terminate this Agreement for cause as provided in Section 10 of this Agreement. The City shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The City shall then make alternative arrangements for completion of the Project.
- C. Statutory Termination. This Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the City.
- D. Payment. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, and except as otherwise provided herein, the City shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 6 herein. The City shall have no further liability to Contractor for such termination. At its sole discretion, the City may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.

If this Agreement is terminated for cause, the City will make no further payment to the Contractor until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, the City shall provide payment to the Contractor for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the City.

- E. Assumption of Contracts. The City reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The City will promptly notify the Contractor of the contracts the City elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.
- F. Conversion to Termination for Convenience. If the City terminates this Agreement for cause and it is later determined that the City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section 9(A) above.

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

Section 10. City's Rights; Contractor Default

A. City Rights Related to the Work.

(i) *City's Right to Stop the Work.* If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the City may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. Such a stoppage of Work shall not extend the Expected Date of Final Completion of the Work.

(ii) *City's Right to Carry Out the Work.* If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the City to commence and/or continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

- B. Contractor Default. For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement: (a) a failure to fulfill in a timely and proper manner Contractor's obligations under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or covenants of this Agreement or any applicable city, state, or federal laws, which do not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds \$100,000 and is no longer subject to appeal or, in the opinion of the City, would be fruitless to appeal and where (i) such

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

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

Section 12. Miscellaneous

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

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

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

(1) *Communications Relating to the Work.*

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

(2) *Official Notices.*

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

NOTICE TO CITY shall be sent to:

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

NOTICE TO CONTRACTOR shall be sent to:

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

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

By: Signature on following page _____
Name (printed): _____
Title (printed): _____

ATTEST:

[AFFIX CORPORATE SEAL]

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

CITY OF STONE MOUNTAIN

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



ATTEST:

By: *Shavala Ames*
Name: Shavala Ames
Title: City Clerk

Approved as to form:
Jeffrey Strickland
Jeffrey Strickland, City Attorney

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

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

By: *Penelope Hilliard*

Name (printed): Penelope Hilliard
Title (printed): Director of Business Development

ATTEST:
By: *[Signature]*
Name (printed): *Lisa Wilhoit*
Title (printed): *Admin*

[AFFIX CORPORATE SEAL]



CITY OF STONE MOUNTAIN

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

ATTEST: [AFFIX SEAL]

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

Approved as to form:

Jeffrey Strickland, City Attorney

“EXHIBIT A”
SCOPE OF SERVICES

“EXHIBIT B.1”

CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF Georgia
COUNTY OF Fulton

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

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

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

603495
Federal Work Authorization User Identification Number

09/26/2012
Date of Authorization

Crabapple Turf Management, Inc. dba Crabapple Landscap
Name of Contractor

N/A [insert bid number and project name]
Landscape Maintenance Services
Name of Project

City of Stone Mountain
Name of Public Employer

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

Executed on January 29, 2025 in Alpharetta (city), Georgia (state).

Penelope Hilliard
Signature of Authorized Officer or Agent

Penelope Hilliard / Director of Business Development
Printed Name and Title of Authorized Officer or Agent

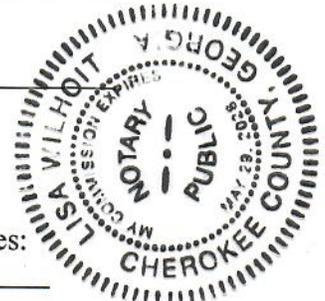
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29 DAY OF

January, 2025.

Lisa Wilhoit
Notary Public

[NOTARY SEAL]

My Commission Expires: 05/29/2028



Not Applicable.
Crabapple Intends to use their workforce to complete.

“EXHIBIT B.2”

SUBCONTRACTOR AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

[insert bid and project name]

Name of Project

City of Stone Mountain, Georgia

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:



Date:	March 17, 2026	City Council Meeting Date:	March 17, 2026
From:	Maggie Dimov	Department:	Public Works
Agenda Title:	HVAC Project / GEFA Amended Contract Ready for Signature		

Agenda Item Description (Background/History/Details):	
<p>The City of Stone Mountain was awarded funding through the Energy Efficiency and Conservation Block Grant (EECBG) program administered by the Georgia Environmental Finance Authority (GEFA) for the replacement of an HVAC unit.</p> <p>In 2025, the City Council approved the original grant agreement in the amount of \$75,000. The final project cost totaled \$85,396.00.</p> <p>GEFA has since awarded the City additional funding, increasing the total grant award to \$112,000. The City has received an amended grant agreement reflecting the updated award amount, which requires Council approval.</p> <p>The HVAC project has now been completed, and staff will proceed with submitting the reimbursement request to GEFA. Approval of the amended agreement will allow the City to receive the full grant reimbursement, ensuring that the project is completed at no cost to the City.</p>	
Workplan Goal Details: Public Works / Building and Maintenance	

Staff Recommendations (Motion):
Staff recommend approval of the amended grant agreement in the amount of \$112,000.

Mayor's Signature Required:	YES	No
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List Attachments:
Amended EECBG grant agreement with the Georgia Environmental Finance Authority

**STATE OF GEORGIA GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY CONTRACT FORM**

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

Scope of Consent:

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

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

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

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

Electronic Signature:

**STATE OF GEORGIA GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY CONTRACT FORM**

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

Local Government's Name: City of Stone Mountain (hereinafter the Local Government)	Local Government's Address: 875 Main Street, Stone Mountain, GA 30083
Local Government's FEI #: Contractor - FEI	Local Government's Entity Type: City

GEFA Administrative Information

GEFA Contract #: SEP_StoneMountain	Subrecipient <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
E-verify: Contractor - E-Verify	ALN: 81.041
Division: Energy Resources	UEI Number: GG3QDXJ9LM25
Initial Contract <input type="checkbox"/> Amendment <input checked="" type="checkbox"/>	Source: SEP 2024-2025
Federal Award Identification Number: DE-EE0009477	Federal Award Date: Contract - Federal Award Date Text
Summary of Contracted Services: This amendment includes an increase to the project budget and an extension of the contract term.	

Budget: \$ **112,000**

Commencement Date: As written