



Mayor and City Council Work Session

Tuesday, January 21, 2025 at 6:30 PM

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

Agenda

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

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

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

Post 6: Council Member Teresa Crowe

Staff: Shawn Edmondson - City Manager | Maggie Dimov - Assistant City Manager |Shavala Ames - City Clerk | Danny Mai - Assistant City Clerk | Jeff Strickland - City Attorney | Richard Edwards - City Planner

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

- 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.

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

- [1.](#) Consideration of an action on a request to approve the October 1, 2024 City Council Meeting Minutes, requested by City Clerk Shavala Ames.
- [2.](#) Consideration of an action on a request to approve the October 15, 2024 City Council Meeting Minutes, requested by City Clerk Shavala Ames.
- [3.](#) Consideration of an action on a request to approve the January 7, 2025 City Council Meeting Minutes, requested by City Clerk Shavala Ames.
- [4.](#) Consideration of an action on a request to approve the January 14, 2025 Special Called Meeting Minutes, requested by City Clerk Shavala Ames.

VI. **Reading of Communications**

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

VIII. **Committee Discussion Items**

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

IX. **Staff Reports**

- [1.](#) Public Safety- Police Chief- James Westerfield Jr
- [2.](#) Administration- City Manager- Shawn Edmondson

X. **City Manager's Report**

- [1.](#) City Manager - Shawn Edmondson

XI. **Council Policy Discussion Topics**

XII. **Unfinished Business**

XIII. **New Business**

- [1.](#) Consideration of an action of a request to set and advertise the Qualifying Fees for the 2024 City of Stone Mountain Municipal Election, requested by City Clerk Shavala Ames
- [2.](#) Consideration of an action on a request to authorize the purchase of JustFOIA, an Open Records Management Software in the amount of \$8,464.50, requested by City Clerk Shavala Ames

- 3.** Consideration of an action on a request to set a Special Called Meeting date for the purposes of establishing a third Public Hearing Meeting date for the Homestead Exemption, requested by City Manager Shawn Edmondson.
- 4.** Consideration of an action on a request to authorize the purchase of Verkada, a citywide camera system in the amount of \$149,889.11, requested by City Manager Shawn Edmondson.
- 5.** Consideration of an action on a request to approve the Financial Advisory Committee, requested by Mayor Dr. Beverly Jones.
- 6.** Consideration of establishing regulation guidelines when obtaining an Occupation Tax Certificate (Business License) with the City of Stone Mountain regarding business hours, requested by Councilmember Teresa Crowe.
- 7.** Discussion: Any appointment requiring council approval for removal should be under contract requested by Council Member Mark Marianos.
- 8.** Discussion: Update on the progress of Warnall street name change to John C. Terrell St. requested by Council Member Mark Marianos.
- 9.** Discussion/Vote: Use for the Lawn on Main Discussion requested by Council Member Mark Marianos.
- 10.** Discussion: Progress Update/ presentation of Amendment to address issues with the directing of staff and retaliation against staff requested by Council Member Mark Marianos.
- 11.** City Digital Signage as requested by Council Member Anita Bass.
- 12.** City Wayfinding Signage as requested by Council Member Anita Bass.
- 13.** Rules of Decorum as requested by Councilmember Gil Freeman.
- 14.** Audio system as requested by Councilmember Gil Freeman.
- 15.** Require/create a new Ordinance that requires meeting minutes approved before legal documents are signed to ensure CC votes in open records for Open Records Act compliance as requested by Councilmember Gil Freeman.
- 16.** Request new local auditor to audit all SPLOST 1 & 2 as requested by Councilmember Gil Freeman.
- 17.** Cemetery Fund questions as requested by Councilmember Gil Freeman.
- 18.** Discussion on the DDAAs requested by Council Member Gil Freeman.
- 19.** Whitaker Accounting firm to present the findings of the 2024 financial audit as requested by Mayor Beverly Jones.
- 20.** Attorney Walker blighted properties requested by Mayor Beverly Jones.

21. Discussion to relocate the confederate sign in the middle of the columns at the 5-way intersection, as requested by Councilmember Teresa Crowe.

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)

XVIII. Adjournment



Mayor and City Council Regular Session

Tuesday, October 01, 2024 at 6:30 PM

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

Minutes

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

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

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

Post 6: Council Member Teresa Crowe

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

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Link to join Webinar: [<https://us06web.zoom.us/j/82926013751>]

Call to Order

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

Determination of Quorum

PRESENT

Council Member: Post 1 Anita Bass (Online)

Council Member: Post 2 Mark Marianos

Mayor Pro Tem: Post 3 Ryan Smith

Council Member: Post 4 Gil Freeman

Council Member: Post 5 Shawnette Bryant

Council Member: Post 6 Teresa Crowe

Mayor Beverly Jones

Invocation and Pledge

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

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

Comments from the Public

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.

Citizen Comment #1 – A. Williams:

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

Citizen Comment #2 – Cheryl Dudley:

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

Citizen Comment #3 – Joan Monroe:

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

Citizen Comment #4 – Shante Lewis:

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

Citizen Comment #5 – Kay Nunez:

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

Citizen Comment #6 – Ms. Thomas:

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

Citizen Comment #7 – Clint Monroe:

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

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

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

MOTION TO APPROVE

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

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

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

MINUTES APPROVED

Reading of Communications

Adoption of The Agenda of The Day

MOTION TO APPROVE THE AGENDA FOR TODAY’S MEETING

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

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

City Manager's Report

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

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

Council Policy Discussion Topics

Unfinished Business

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

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

No action was taken.

4. Discussion on DDA (CM Gil Freeman)

The item has been postponed to the next session.

New Business

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

There are no action items.

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

There are no action items.

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

There are no action items.

New Ordinances and Resolutions

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

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

Remarks of Privilege

Announcements by The Mayor

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

MOTION TO MOVE INTO EXECUTIVE SESSION

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

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

MOTION APPROVED

MOTION TO APPOINT MAGGIE DIMOV AS ASSISTANT CITY MANAGER:

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

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

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

MOTION PASSES

Adjournment

The recorded audio does not reflect what time the meeting adjourned.



Mayor and City Council Work Session

Tuesday, October 15, 2024 at 6:30 PM

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

Minutes

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

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

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

Post 6: Council Member Teresa Crowe

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

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Call to Order

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

Determination of Quorum

PRESENT

Council Member: Post 1 Anita Bass

Council Member: Post 2 Mark Marianos

Mayor Pro Tem: Post 3 Ryan Smith

Council Member: Post 4 Gil Freeman

Council Member: Post 5 Shawnette Bryant

Council Member: Post 6 Teresa Crowe

Mayor Beverly Jones

Invocation and Pledge

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

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

Comments from the Public

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.

Citizen Comment #1

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

Citizen Comment #2:

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

Citizen Comment #3:

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

Citizen Comment #4:

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

Citizen Comment #5:

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

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

Citizen Comment #6:

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

Review of the Journal (Assistant City Clerk Mai)

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

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

Reading of Communications

Adoption of The Agenda of The Day

MOTION TO ADOPT THE AGENDA OF THE DAY

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

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

MOTION PASSED

Committee Discussion Items

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

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

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

CM Freeman asked for a status on the beehives.

COMMITTEE REPORT FOUND IN THE AGENDA PACKAGE

3. Planning Commission (Page 13)

N/A

COMMITTEE REPORT FOUND IN THE AGENDA PACKAGE

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

COMMITTEE REPORT FOUND IN THE AGENDA PACKAGE

5. Historic Preservation Commission (Page 16)

N/A

COMMITTEE REPORT FOUND IN THE AGENDA PACKAGE

6. Parks and Recreation Committee

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

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

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

Staff Reports

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

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

STATISTICS FOUND IN AGENDA PACKAGE

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

City Manager Edmondson spoke on Administrative statistics.

REPORT FOUND IN THE AGENDA PACKAGE.

City Manager's Report

9. Interim City Manager - Shawn Edmondson

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

Council Policy Discussion Topics

Unfinished Business

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

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

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

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

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

12. Discussion on DDA (CM Freeman)

CM Freeman postponed this until the next City Council Session.

New Business

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

No Action

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

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

No Action

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

No Action

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

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

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

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

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

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

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

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

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

New Ordinances and Resolutions

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

Remarks of Privilege

Announcements by The Mayor

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

MOTION TO MOVE INTO EXECUTIVE SESSION

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

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

MOTION APPROVED

MOTION TO ADJOURN EXECUTIVE SESSION AND RESUME WORK SESSION

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

MOTION TO APPOINT SEAN EDMONDSON AS CITY MANAGER:

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

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

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

MOTION PASSES

Adjournment

MOTION TO ADJOURN 1:27 AM ET

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

MOTION APPROVED



Mayor and City Council Regular Session

Tuesday, January 07, 2025 at 6:30 PM

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

Minutes

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

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

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

Post 6: Council Member Teresa Crowe

Staff: Shawn Edmondson - City Manager - City Clerk | Maggie Dimov - Assistant City Manager - DDA/Economic Development Director | Shavela Ames - City Clerk | Jeff Strickland - City Attorney| Richard Edwards - City Planner

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Public Hearing

City Attorney Strickland spoke to informed those in attendance the rules of procedure for public hearings.

672 Pepperwood Trail (Parcel ID: 18 074 03 133) Request – Variance from Section 5-1.5(A)(4) to reduce the minimum front yard setback from 50-feet to 17.5-feet. (City Planner Edwards)

City Planner Edwards spoke to those in attendance and provided context to the lot and what the applicant is requesting.

A representative of Habitat for Humanity spoke to Mayor and Council. They noted that this variance request was to rebuild the home.

IN FAVOR:

Joan Monroe: Monroe noted that the community is looking forward to the rebuilding of the lot. But the city should notify the property owners regarding potential problems.

Jelani Linder: Linder noted that they are in support of this.

IN OPPOSITION:

Ms Thomas: Thomas noted that they are neither for or against it. Thomas noted that it is important to be cognizant of the neighbors.

City Planner Edwards noted that this is a variance request, not a rezoning request.

672 Pepperwood Trail (Parcel ID: 18 074 03 133) Request – Variance from Section 5-1.5(A)(6) to reduce the minimum rear yard setback from 40-feet to 34.5-feet. (City Planner Edwards)

Combined with the first item.

968 & 990 Sexton Drive (Parcel ID: 18 090 07 026 & 033) Request – Special Use Permit to allow for two (2) vacation home facility units. (City Planner Edwards)

City Planner Edwards spoke to those in attendance and provided context to the lot and what the applicant is requesting.

IN FAVOR: N/A

IN OPPOSITION: Joan Monroe: Monroe noted that they are in opposition from this due to 1) the Planning Commission's decision. 2) The potential precedent that would be set by allowing this.

Ms. Thomas: Thomas requested that metrics be brought during SUP variances. Additionally, Thomas noted that it is important to keep the city a city, and not a commercial industry.

Grace Kelly: Kelly noted that they are in the Planning Commission. Additionally, Kelly confirmed that the applicant originally requested that all units become AirBNB's.

Clint Monroe: Monroe noted that there are strong economic incentives into converting the apartment units into AirBNB's. Monroe noted that it is important to avoid setting a precedent, and overruling the Planning Commission's prior judgement.

Adjournment

Mayor Jones Adjourned the Public Hearing at 6:57 PM ET

Motion made by Council Member: Post 4 Freeman, Seconded by Council Member: Post 1 Bass.

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

Call to Order

Meeting was Called to Order at 06:57 PM ET

Determination of Quorum

PRESENT

Council Member: Post 1 Anita Bass

Council Member: Post 2 Mark Marianos

Mayor Pro Tem: Post 3 Ryan Smith

Council Member: Post 4 Gil Freeman

Council Member: Post 6 Teresa Crowe

Mayor Beverly Jones

ABSENT

Council Member: Post 5 Shawnette Bryant

Invocation and Pledge

Mayor Jones led the Invocation and Pledge

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

Comments from the Public

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Citizen Comment (Dave Thomas): Thomas thanked the city for putting up lights on the Lawn on Main. Thomas spoke on agendas, specifically the length of them. Thomas noted that it would be important to add a start time, end time, and duration of each item, citing that the business community utilizes agendas that way.

Citizen Comment (Kay Nunez): Nunez spoke on the duration of the meeting, citing that it is important to engage the community in meetings that are not as long.

Citizen Comment (Hildi Freese): Freese thanked the volunteers that assist with the City/City Events. Freese thanked Carmon and Tony for hosting spectacular events.

Citizen Comment (Sarah Abrams): Abrams read a non-denominational Invocation.

Citizen Comment (Cheryl Dudley): Dudley spoke on Resolution 2024-14, citing that it violates GMA Principles.

Citizen Comment (Michael Nunley): Nunley spoke on the Final use of the lawn on the Main. Additionally, they noted that other cities are utilizing their greenspaces as a means to relieve property owners of their taxes.

Citizen Comment (Grace Kelly): Kelly spoke on the Final use of the lawn on Main. Additionally, Kelly noted that it is important to keep it as a greenspace.

Citizen Comment (Carl Wright): Wright spoke on the DDA Item, noting that there are other options that are more pressing than the DDA. Wright spoke on the vacant buildings and the importance of them being open businesses.

Citizen Comment (Joan Monroe): Monroe spoke regarding Roberts Rules of Order, noting that the rules were designed to intimidate individuals. Additionally, Monroe provided their opinion relating to keeping city employees protected.

Citizen Comment (Ms Thomas): Thomas requested the status to the 2023 and 2024 audit.

Citizen Comment (Jelani Linder): Linder noted that the Green Space is the most underutilized space in the city, citing the importance of using that space to provide relief from property taxes

Citizen Comment (Susan Taylor): Taylor thanked the city for the successful winter events. Taylor also spoke on the green space, and the importance of utilizing it.

Citizen Comment (Clint Monroe): Monroe noted that city administration should look at other cities on how they utilize their greenspace. Monroe additionally spoke on Resolution 2024-14.

Citizen Comment (George Callon): Callon noted that other municipalities have ordinances enforcing open hours that businesses must follow. Callon requests that City Council look into something similar.

Reading of Communications

Adoption of The Agenda of The Day

MOTION TO ADOPT

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

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

MOTION PASSED

City Manager's Report

1. City Manager - Shawn Edmondson

City Manager introduced new staff: Events Manager & City Clerk

City Manager Package can be found on the City Website.

Council Policy Discussion Topics

Unfinished Business

2. Discussion of the Approval of 672 Pepperwood Trail (Parcel ID: 18 074 03 133) Request – Variance from Section 5-1.5(A)(4) to reduce the minimum front yard setback from 50-feet to 17.5-feet. (City Planner Edwards)

MOTION TO APPROVE THE REQUEST

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

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

MOTION PASSES

3. Discussion on the Approval of 672 Pepperwood Trail (Parcel ID: 18 074 03 133) Request – Variance from Section 5-1.5(A)(6) to reduce the minimum rear yard setback from 40-feet to 34.5-feet. (City Planner Edwards)

MOTION TO APPROVE THE REQUEST

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

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

MOTION PASSES

4. Discussion on the Approval of 968 & 990 Sexton Drive (Parcel ID: 18 090 07 026 & 033) Request – Special Use Permit to allow for two (2) vacation home facility units. (City Planner Edwards)

MOTION TO APPROVE

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

MOTION FAILS

- 5. 3rd read of Discussion and review of the proposal for Film Permit App called Apply4 (Assistant City Manager: Maggie Dimov)

MOTION TO APPROVE

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

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

MOTION PASSES

- 6. Discussion and approval of a proposed IGA between the City of Stone Mountain and the Downtown Development Authority of Stone Mountain (Assistant City Manager & Downtown Development Director Dimov)

MOTION TO TABLE IGA

Motion made by Council Member: Post 4 Freeman, No Seconded

MOTION DIED FOR A LACK OF SECOND

MOTION TO APPROVE IGA

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

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

Voting Nay: Council Member: Post 4 Freeman

MOTION PASSES

- 7. Discussion and Approval of one of the three Forensic Audit Firms presented to Council: (1) Forensic Brothers Investigative Services investigators (2) Moore Colson (3) IAG Forensics & Valuation (Mayor Jones)

Mayor and Council had consensus to approve a Forensic Audit Firm on City Council Work Session January 21st, 2025.

NO OTHER ACTION

- 8. Discussion on the DDA (CM Freeman)

MOTION TO TABLE

Motion made by Council Member: Post 4 Freeman, Seconded by Council Member: Post 2 Marianos.

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

MOTION PASSED

New Business

9. Re-appointment of Matthew McConnell to the Planning Commission for a three (3) year term (City Planner Edwards)

MOTION TO APPROVE

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

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

MOTION PASSED

10. Appointment of Chountelle Hudson to the Planning Commission for a one (1) year term as a stakeholder member filling Felicia Evans vacated seat.(City Planner Edwards)

MOTION TO APPROVE

Motion made by Council Member: Post 2 Marianos, Seconded by Council Member: Post 4 Freeman.

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

MOTION PASSED

11. Discussion on a proposal to allow property owners affected by the city initiated rezonings to re-apply for the proposed rezonings. (CM Marianos & City Planner Edwards))

NO ACTION

12. Discussion on the final use for the Lawn on Main (CM Marianos)

MOTION TO DESIGNATE LAWN ON MAIN AS MIXED USE (1)

SUBSTITUTE MOTION to postpone the discussion regarding the final use of the Lawn on Main (2)

MOTION BY CM Freeman, No Second

MOTION DIES (2)

MOTION TO DESIGNATE LAWN ON MAIN AS MIXED USE (1)

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

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

Voting Nay: Mayor Pro Tem: Post 3 Smith, Council Member: Post 4 Freeman,

13. Discussion on Updating the Code of Ordinances for the City of Stone Mountain to Protect Staff in the Workplace (CM Marianos)

Mayor and City Council provided consensus for the city Attorney to draft a policy/ordinance for the City of Stone Mountain to protect staff in the workplace.

14. Discussion on Implementing Roberts Rules of Order for City Council Meetings (MPT Smith)

NO ACTION TAKEN

15. Discussion on confirming the Downtown Development Authority's appointment of Robert Witherspoon as a Board Member (Assistant City Manager & DDA/Economic Director Dimov)

MOTION TO APPOINT (COMBINED WITH APPOINTING SARAH RASMUSSEN)

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

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

MOTION PASSED

16. Discussion on confirming the Downtown Development Authority's appointment of Sarah Rasmussen as a Board Member (Assistant City Manager & DDA/Economic Director Dimov)

17. 2nd Reading: Approval of the Landscaping agreement with Crabapple (Assistant City Manager & DDA/Economic Director Dimov)

Meeting Adjourned at 10:03 PM ET; item moved to next session

18. Discussion on the creation of a Financial Advisory Committee (CM Freeman)

Meeting Adjourned at 10:03 PM ET; item moved to next session

19. Discussion on leaving Council Chamber Partitions up (CM Bryant)

Meeting Adjourned at 10:03 PM ET; item moved to next session

20. Discussion and Modification of Resolution 2024-14; A Resolution to Enforce Adherence to Rules of Decorum and Ensure Equitable and Effective Meeting Management (Mayor Jones)
Meeting Adjourned at 10:03 PM ET; item moved to next session

New Ordinances and Resolutions

21. 3rd read of the Discussion on Ordinance 2025-01; an ordinance to amend chapter 12 (Licenses and Business Regulations) of the code of the City of Stone Mountain, Georgia, to regulate film production(Assistant City Manager & DDA/Economic Development Director Dimov)

Meeting Adjourned at 10:03 PM ET; item moved to next session

22. 3rd read of the Discussion and approval of Resolution 2024-15, a resolution establishing permit fee schedules for film production activities. (Assistant City Manager & DDA/Economic Development Director Dimov)

Meeting Adjourned at 10:03 PM ET; item moved to next session

23. Discussion and Approval of Resolution 2025-02 - A RESOLUTION TO ESTABLISH THE PENSION SECRETARY (City Clerk)

Meeting Adjourned at 10:03 PM ET; item moved to next session

24. Discussion and Approval of Resolution 2025-03 - A RESOLUTION TO ESTABLISH THE ELECTION SUPERINTENDENT (City Clerk)

Meeting Adjourned at 10:03 PM ET; item moved to next session

Remarks of Privilege

Announcements by The Mayor

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

Adjournment

MOTION TO ADJOURN AT 10:03 PM ET

Motion made by Council Member: Post 4 Freeman, Seconded by Council Member: Post 1 Bass.

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



Mayor and City Council Special Called Meeting

Tuesday, January 14 2024 at 6:30 PM

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

Minutes

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

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

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

Post 6: Council Member Teresa Crowe

Staff: Shawn Edmondson - City Manager | Shavala Ames City Clerk | Jeff Strickland - City Attorney

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

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

Call to Order

Mayor Jones called the meeting to order at 06:33 PM ET.

Determination of Quorum

PRESENT

Council Member: Post 1 Anita Bass

Council Member: Post 2 Mark Marianos

Mayor Pro Tem: Post 3 Ryan Smith

Council Member: Post 4 Gil Freeman

Council Member: Post 5 Shawnette Bryant

Council Member: Post 6 Teresa Crowe

Mayor Beverly Jones

Adoption of The Agenda of The Day

MOTION TO ADOPT THE AGENDA OF THE DAY

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

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

MOTION APPROVED

1. **2nd READING:** Approval of the Landscaping Agreement with Crabapple (Assistant City Manager & DDA/Economic Development Director Dimov)

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

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

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

MOTION APPROVED

2. **2ND READING:** Discussion and Approval of Ordinance 2025-01; an Ordinance to amend Chapter 12 (Licenses and Business Regulations) of the code of the City of Stone Mountain, Georgia, to regulate film production to include a sunset clause for 12-months (Assistant City Manager & DDA/Economic Director Dimov)

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

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

MOTION APPROVED

3. **3rd READING:** Discussion and Approval of Resolution 2025-01; a resolution establishing permit fee schedules for film production activities. (Assistant City Manager & DDA/Economic Director Dimov)

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

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

MOTION APPROVED

4. Discussion and Approval of Resolution 2025-02 - A RESOLUTION TO ESTABLISH THE PENSION SECRETARY (City Clerk Ames)

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

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

MOTION APPROVED

5. Discussion and Approval of Resolution 2025-03 - A RESOLUTION TO ESTABLISH THE ELECTION SUPERINTENDENT (City Clerk Ames)

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

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

MOTION APPROVED

6. Discussion and Modification of Resolution 2024-14; A Resolution to Enforce Adherence to Rules of Decorum and Ensure Equitable and Effective Meeting Management (Mayor Jones)

City Attorney Strickland was advised to move forward with revisions as presented.

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

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

Voting No: Council Member: Post 5 Bryant

MOTION APPROVED

7. Discussion on the creation of a Financial Advisory Committee (CM Freeman)

It was the consensus of Mayor and Council that City Attorney Strickland will review the parameters to establish a Financial Advisory Committee. **No other action taken.**

8. Discussion on leaving Council chamber Partitions up (CM Bryant)

The governing body held a robust discussion regarding the partitions for the council chambers. It was determined that certain members wanted to elect to keep the partitions and certain members did not. It was also suggested to consult with Stone Mountain Municipal Court regarding the partitions. **No other action taken.**

Executive Session to Discuss Personnel, Legal, Cyber Security and/or Real Estate - NONE

Adjournment

MOTION TO ADJOURN 7:39 PM ET

Motion made by Post 4 Freeman, Seconded by Council Member: Post 2 Marianos.

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

MOTION APPROVED

JANUARY 21, 2025, COMMITTEE REPORT TO CITY COUNCIL

STONE MOUNTAIN COMMUNITY GARDEN AT VFW PARK



Committee Members:

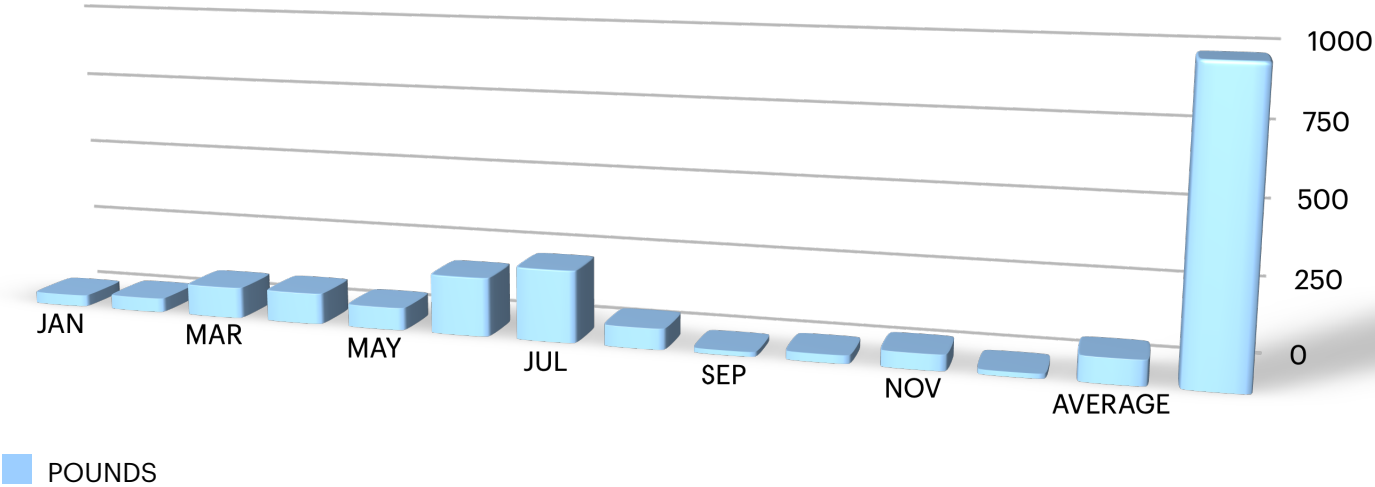
COLUMBUS BROWN, CHAIR
CHAKIRA JOHNSON, VICE CHAIR
JULIANA PIERRE, SECRETARY
LAURETTE JACKSON, MEMBER
TOM ZIMMERMAN, MEMBER

OVERVIEW

The Stone Mountain Community Garden at VFW Park (SMCG) was established in March 2011 as a partnership between the City of Stone Mountain and the Dekalb County/ University of Georgia Extension Service (Extension Service). Since that time, the SMCG has provided over 15,830 pounds of fresh produce to the Stone Mountain Ecumenical Food Pantry (Food Pantry) for distribution to local families with food insufficiencies. The SMCG is an all volunteer effort that has provided essential food for 3,958 families to date. In 2024, the SMCG contributed 984 pounds of fresh vegetables, fruits and herbs to the Food Pantry, averaging 82 pounds per month (see below) – benefiting 291 families with food insufficiencies.

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

SMCG 2024 Monthly Harvests for Food Pantry



Gardeners) donated over 600 hours of their time in 2024. Volunteer time for Master Gardeners will be included in the 2024 Annual Report.

RECENT SMCG EVENTS

- December 16, 2024 Members of EMBARQ Community Garden and County Extension Agent Caston Visited Site to See Vermicomposting System Operation
- January 9, 2024 Presentation at Women’s Club — “SMCG A Place to Learn, Grow and Share Your Talents”

UPCOMING EVENTS AT SMCG

- January 21, 2025 Assembly and Installation of Greenhouse by EcoParadigm
- January 25, 2025 Food Well Alliance Pop Up Volunteer Workday
- February 8, 2025 Workday and Mini Talk (TBD)

RECENT ACCOMPLISHMENTS

1. Received Grant from Food Well Alliance for assistance with assembling and installing new Green House
2. Received Grant from Food Well Alliance and Super Sod for two Containers of Veggie Mix Soil for the Food Pantry Garden

IMMEDIATE NEEDS FROM CITY

1. Remove Dead Peach Tree and Clear Branches and Overgrowth Along Both Fences
2. Remedy Drainage/Safety Issue Near Entrance of SMCG
3. Replenish Supply of Compost for Community Gardeners
4. Remove Weed Pile from Stall and Haul Away

MEDIA EVENTS

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

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](#)

2025 Proposed Operating Budget for SMCG Committee*

Kiosk/Entryway	
Soil Conditioners and Plants for Kiosk Area	\$225.00
Subtotal	\$225.00
Watering System Improvements, Repairs and Maintenance	
Watering Cans (Galvanized Metal)	\$90.00
Miscellaneous (After Freeze Repairs)	\$50.00
Replace Eight (8) Faucets for Water Tanks and Hose Bibbs	\$80.00
Drip Irrigation System for Vertical Gardens	\$60.00
SubTotal	\$280.00
Bee Colony	
Bee Keeping Supplies	\$185.00
SubTotal	\$185.00
Children's Garden	
Seeds and Plants	\$85.00
Soil Amendments	\$45.00
SubTotal	\$130.00
Meadow & Herb Garden	
Soil & Amendments	\$60.00
Signage	\$40.00
Herbs & Native Plants	\$175.00
SubTotal	\$275.00
Food Pantry Garden	
Plants & Seeds	\$370.00
Fertilizers & Soil Conditioners	\$240.00
Tools& Gloves	\$175.00
Signage	\$40.00
Green Plastic Mesh (100 Feet)	\$35.00
Materials for Constructing Hoops over 6 Raised Beds	\$320.00
Miscellaneous Supplies/Materials for Harvesting & Food Safety	\$80.00
Row Cover & Stakes to Protect Plants during Frigid Weather	\$130.00
8 - 6 Foot Metal Stakes	\$80.00
SubTotal	\$1,470.00
Community Garden and General Areas	
Mower and Weed Eater Supplies and Maintenance	\$50.00
Diatomaceous Earth for Ant Control	\$25.00
Materials for Repairs and Replacement of Four Raised Beds	\$360.00
SubTotal	\$435.00
TOTAL	\$3,000.00

* Does not Include Green House, Storage Unit or Other Needs on-Site

Items not Included in Operational Budget:****Green House**

Platforms & Tables for Growing Seedlings	\$1,200.00
1 - Cubic Meter Bags of Soil-3 Veggie Mix	\$230.00
Materials for Installing Green House	\$1,150.00
Supplies for Green House	\$500.00
PVC Pipe for Waterline to Green House	\$220.00
SubTotal	\$3,300.00

Large Storage Unit

Storage Unit	\$2,300.00
Shelving and Supplies for storage Unit	\$400.00
SubTotal	\$2,700.00

2 - Replacement Benches for General Areas **\$500.00**

Total Not Included in Operational Budget **\$6,500.00**

**** Does not include fencing, additional table under pavilion, improvements for handicap accessibilities and safety issues at park.**



Mayor and City Council Regular Session

Tuesday, October 01, 2024 at 6:30 PM

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

Minutes

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

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

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

Post 6: Council Member Teresa Crowe

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

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

Link to join Webinar: [<https://us06web.zoom.us/j/82926013751>]

Call to Order

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

Determination of Quorum

PRESENT

Council Member: Post 1 Anita Bass (Online)

Council Member: Post 2 Mark Marianos

Mayor Pro Tem: Post 3 Ryan Smith

Council Member: Post 4 Gil Freeman

Council Member: Post 5 Shawnette Bryant

Council Member: Post 6 Teresa Crowe

Mayor Beverly Jones

Invocation and Pledge

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

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

Comments from the Public

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.

Citizen Comment #1 – A. Williams:

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

Citizen Comment #2 – Cheryl Dudley:

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

Citizen Comment #3 – Joan Monroe:

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

Citizen Comment #4 – Shante Lewis:

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

Citizen Comment #5 – Kay Nunez:

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

Citizen Comment #6 – Ms. Thomas:

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

Citizen Comment #7 – Clint Monroe:

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

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

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

MOTION TO APPROVE

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

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

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

MINUTES APPROVED

Reading of Communications**Adoption of The Agenda of The Day****MOTION TO APPROVE THE AGENDA FOR TODAY'S MEETING**

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

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

City Manager's Report

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

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

Council Policy Discussion Topics

Unfinished Business

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

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

No action was taken.

4. Discussion on DDA (CM Gil Freeman)

The item has been postponed to the next session.

New Business

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

There are no action items.

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

There are no action items.

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

There are no action items.

New Ordinances and Resolutions

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

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

Remarks of Privilege

Announcements by The Mayor

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

MOTION TO MOVE INTO EXECUTIVE SESSION

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

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

MOTION APPROVED

MOTION TO APPOINT MAGGIE DIMOV AS ASSISTANT CITY MANAGER:

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

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

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

MOTION PASSES

Adjournment

The recorded audio does not reflect what time the meeting adjourned.



**City of Stone Mountain
Historic Preservation Commission
Mayor & Council Update 01/21/25**

Item # 4.

December 18th, 2024 meeting items.

1. 839 Main Street – Medhina Gibiremdin
Request to add an addition to the rear of the structure. **(APPROVED)**
2. 5325 Mimosa Drive – Patty Keller
Request to replace siding on the rear of the home and to replace the back deck. **(APPROVED)**
3. Review of updates to the Historic Design Guidelines to include solar panel regulations. **(Updates requested)**
4. 1st review of updated bylaws.

January 15th, 2025 meeting items.

1. Election of Officers (Chair & Vice-Chair)
2. 5201 Skyline Drive – Daniel McAfee
Request to remove a tree in the backyard.
3. 2nd Review of updates to the Historic Design Guidelines to include solar panel regulations.
4. 1st review of updated bylaws.

The February meeting is scheduled for Wednesday, February 19th, 2025.

CITY OF STONE MOUNTAIN
POLICE ACTIVITY STATISTICS

Item # 1.

Dec. 1-2024 - Dec. 31-2024

ACTIVITY	DAY A-SHIFT	DAY B-SHIFT	MORNING C-SHIFT	MORNING D-SHIFT	TOTALS
Calls	34	46	27	31	138
Arrests	3	4	2	4	12
Citations	2	21	71	24	118
Warning Citations	2	13	4	14	33
DUI	0	0	0	0	0
VGCSA	0	0	0	0	0
Parking Citations	0	0	17	0	17
TOTALS	41	84	121	73	319
Incident Reports	138			Domestic 13 Accident 8	

ADMINISTRATIVE TASKS	
Item	Count
Business License (New & Renewals)	20
Open Records Request	60
Approx Time per Request	1.25 Days
Total Items	80

CODE ENFORCEMENT	
Violation	Quantity
City Ord. SEC 13-62- Parking Surface required.	2
Immobile/Unattended Vehicle/ no tag/ VIN covered.	1
O.C.G.A 40-6-203 Parking on sidewalk/crosswalk/intersection	1
Pending Investigation/Broken fence	
SEC. 12-36 (A) No Business License Obtained From the City. Zoning Approval	1
SEC. 5-267. - Exterior property requirements.Keep exterior premises in clean, safe and sanitary condition. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.	11
SEC. 5-269. - Exterior structure requirements. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare. (1)All exterior surfaces including, but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition.	1
SEC. 5-344. - Mechanical equipment: All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.	1
SEC: 5-161 Permit/Application. Re-roof/Completing work W/O Permit	2

SEC: 5-272 (A) Rubbish & Garbage Etc. It shall be unlawful for owner, operator or occupant of a dwelling , building or structure to use the premises of such property for open storage or of any household appliances, glass, building materials, building trash or similar items.	2
SEC: 5-272 (A) Rubbish & Garbage Req. SEC. 5-267 (J) Junk, Etc. It shall be unlawful for owner, operator or occupant of a dwelling , building or structure to use the premises of such property for open storage or of any household appliances, glass, building materials, building trash or similar items.	1
Total For Month	23

Item	Count
Administration	40
Building Permit Fee (Commercial)	1
Building Permit Fee (Residential)	5
Co/O or C/C New or Renovated Commercial	1
C/O or C/C Fee Renovated Single Family Detached, Condo	5
Work Done Without a Permit	15
Residential Plan Review	1
Residential Roof	2
Trade Permits	9
Total For Month	79

ZONING	
Zoning Verifications	7
Banner Permit	1
Total For Month	8

**CITY OF STONE MOUNTAIN
NOTICE FOR SETTING QUALIFYING FEES FOR
NOVEMBER 4, 2025 MUNICIPAL ELECTION**

The City of Stone Mountain will hold a general municipal election for the position of Mayor and for three (3) Council Member seats on November 4, 2025 for four-year terms. All persons desiring to run for any of these offices shall qualify at City Hall located at 875 Main Street, Stone Mountain, GA, 30083. Pursuant to O.C.G.A. § 21-2-131 (a) (1) (A) notice is hereby given that the following qualifying fees were set by the City of Stone Mountain Mayor and Council at the January 21, 2025 City Council meeting:

Mayor	\$360.00
Council Member	\$108.00

Qualifying dates for the offices listed above will be held August 19 - 22, 2025, from 8:30 a.m. until 4:30 p.m. (O.C.G.A. § 21-2-132 (c) (3) & SB 199).

Shavala Ames
Qualifying Officer
City of Stone Mountain



Proposal

City of Stone Mountain

Issued: January 10, 2025



EXECUTIVE SUMMARY

Records request challenges continue to increase, and the call for transparency is at an all-time high. Organizations are selecting JustFOIA to bridge the transparency gap with their community to create an environment of trust and accountability. JustFOIA licenses a software-as-a-service solution (the “Solution”), which is the **easiest-to-use records requests software** that manages every step of the process from intake to delivery. Our Solution can help you save valuable time by automating repetitive tasks, such as redactions, assignments, reminders, and communication with requesters and responders. It is now essential to leverage technology to streamline your records requests process.

OUR COMPANY

Built by users, for users

JustFOIA, Inc. (“JustFOIA”) began as a product built for MCCi’s public sector clients from a deep understanding gained through 20+ years of servicing municipal clerks, records managers, and the public sector. From its founding roots as a Municode company, MCCi has accelerated more than 1,600 clients’ digital transformation journeys by adding intelligence to their processes.



Because many of these clients were searching for a way to better manage the rise in complexity and volume of their organizations’ records requests, MCCi’s development team and leadership worked hand-in-hand with these clients to simplify the process and provide a better user experience for records managers and the constituents they serve. **In 2014, the JustFOIA Solution was launched.** Fast forward to 2020, JustFOIA’s success sparked the need for its own brand and evolution into becoming a sister-company to MCCi. In 2022, we celebrated the milestone of over 1 MILLION records requests processed in JustFOIA, serving more than 500 clients in 44 states.

WHAT MAKES US DIFFERENT

Development fueled by client ideas



Our clients continue to be a vital component of our product feedback loop with client success, implementation, and support teams all regularly contributing ideas to product management. With the launch of our [Ideas Portal](#), **we ensure clients have a voice**, providing a direct line to submit ideas for development consideration, see the status of their development request, and actively vote for the most important features and improvements.

We believe ideas get better when you create an environment of sharing. We regularly organize specialized group discussions, where users with similar challenges engage with our team to make the system work better for them. In addition to testing done by our seasoned, in-house development and quality assurance testing teams, when large features are ready to be tested, we gather beta clients for focus groups and trial usage before releases make it to prime time.

Personalized, consultative services approach

When choosing a records request management solution partner, there are many things to consider. Features and functionality are certainly part of any software partner buying decision, but what will truly dictate your overall experience will be the support you receive during the initial implementation and beyond. We know records requests are only a part of your overall responsibilities, so we start by taking a personalized, consultative approach to the implementation. You’re not expected to figure this out on your own – we take the time to fully understand your unique needs and conduct multiple live trainings with your Administrators and Power Users, making sure the end result is the desired one.



Best-in-class technical support

Once your project is complete, you will have access to our stellar Technical Support Team, maintaining a documented **100% client satisfaction rate**, for troubleshooting and supporting the Solution. We offer optional supplementary support packages as well, giving you more access to our staff based on your needs.

Proactive client success



JustFOIA



We are fanatical about client success. Don't just take our word for it—check out our [G2 Reviews](#). Success starts with our eagerness to understand our clients' needs and where they are headed on their journey to streamlining their records requests processes. We believe in a proactive support methodology, which begins with client education, excellent service, and communication. Your organization will have a **dedicated Client Success Specialist** that can:

- Identify any needs that could easily be addressed by the Solution
- Serve as a resource for questions and answers, best practices, how other clients are using the system with the use of documented case studies, support center, etc.
- Provide continued education for existing and new users through webinars, workshops, user groups, and more
- Coordinate with our sales operations team for pricing/renewals inquiries and budgetary information

Easiest-to-use or we'll retrain you free

We understand that software – no matter how many features it has – can't be great unless it's easy to use. **We guarantee that JustFOIA is the easiest-to-use records request software, or we will train you again at no extra cost.**



To back this up and to supplement our **live trainings**, we offer our industry-exclusive [Learning Management Software platform](#) – The Training Center for JustFOIA – to our clients for free. With unlimited, on-demand access to hundreds of help videos and product documentation, live monthly learning sessions, and peer-based user groups, training new departments and employees is a breeze. We leverage the platform as we roll out JustFOIA to new clients every day, using it to store custom training videos and designing courses for users that simplify training on new features and functionality. If you are as passionate about learning as we are about training, get JustFOIA certified. We offer certifications for Administrators, Power Users and General Users.

WHAT'S INCLUDED WITH JustFOIA PRO?

FEATURES & SERVICES	Pro
Security & Compliance	
SOC 2 Certified Organization Partner	✓
Annual Employee Certified CJIS & HIPAA Training	✓
ADA/Section 508 Compliant	✓
CJIS ACE Seal of Compliance	✓
Secure Hosting on Microsoft Azure Government Cloud (FedRAMP Authorized at Level High)	✓
Texas Risk and Authorization Management Program (TX-RAMP) Certified Cloud Product	✓
System Updates	✓
Single Sign-On (SSO)	+
Data Storage & Users	
Standard Data Storage	3 TB
Unlimited Administrators, Power Users, General Users, & Viewers	✓
Requester Experience	
One (1) Configurable Public Portal for Requesters to Submit & Track Requests	✓
Search Archive to Allow Requesters to Search Previous Requests	✓
Dynamic Form Fields (e.g., conditional fields or messages)	✓
User Experience	
Retention Schedules	✓
Configurable Workflow for User(s)/Department(s) to Work Concurrently	✓
DirectRoute Workflow	+
Notifications, Reminders & Alerts	✓
In-App Internal & External (Requester) Communication Tools	✓
In-App Redaction with Auto-Redaction (Unlimited Users)	✓
Unlimited File Size in Release to Requester	✓
Any & All Document Management with .PST File Extraction, Response Doc Folder Organization, In-App Document Viewer & Batch Auto-Redaction	+
Time & Materials Tracking	✓
Invoicing Module	✓
Payment Portal for Credit Card Processing	+
Laserfiche Integration for Importing/Exporting Files	+
Reporting Dashboard	✓
Standard & Custom Reports through Advanced Reporting	✓
Training/Onboarding	
Dedicated Project Lead	✓
Live, Remote Administrator & Power User Training	✓
Live, Onsite Administrator & Power User Training	+
Two-Week Hypercare Period after Go-Live	✓
24/7/365 Training Center LMS with Client-Specific & General Trainings & Videos	✓
Client Service & Support	
Live Technical Support from 8 a.m. to 8 p.m. Eastern	✓
Dedicated Client Success Specialist	✓
Monthly Webinars	✓
JustFOIA Administration Assistance Hours	+

✓ Included +Optional

PRICING

Item # 2.



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Client Name: City of Stone Mountain
Client Address: 922 Main Street, Stone Mountain, GA 30083
Quote Number: 34432
Quote Type: New JustFOIA System

Quote Date: 1/10/2025

Product Description:	Qty.	Unit Cost	OMNIA - NCPA 01-162	Total
<u>JustFOIA ANNUAL RECURRING SERVICES</u>				
<input checked="" type="checkbox"/> JustFOIA Pro Tier 1: Up to 10,000 Population	1	\$4,950.00	\$4,455.00	\$4,455.00
<input checked="" type="checkbox"/> Any & All Document Management for JustFOIA Pro	1	\$1,237.50	\$1,113.75	\$1,113.75
<input checked="" type="checkbox"/> Payment Portal for JustFOIA Pro	1	\$742.50	\$668.25	\$668.25
<input checked="" type="checkbox"/> Unlimited Admins, Power Users & General Users	1	Included	Included	Included
<input checked="" type="checkbox"/> 3 TB of Storage	1	Included	Included	Included
<u>JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION</u>				
<input checked="" type="checkbox"/> JustFOIA Managed Support Services	1	\$1,540.00	\$1,386.00	\$1,386.00
<i>Up to 10 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</i>				

SUBTOTAL - RECURRING ANNUAL SERVICES	\$7,623.00
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Service Description:	Qty.	Unit Cost	OMNIA - NCPA 01-162	Total
<u>JustFOIA SERVICE PACKAGES</u>				
<input checked="" type="checkbox"/> Pro Implementation	1	Included	Included	Included
<input checked="" type="checkbox"/> Configuration of 1 Request Form	1	Included	Included	Included
<i>1. Open Records Requests</i>				
<input checked="" type="checkbox"/> Payment Portal Configuration	1	\$750.00	\$675.00	\$675.00
<input checked="" type="checkbox"/> Any & All Document Management Configuration	1	\$750.00	\$675.00	\$675.00
<input checked="" type="checkbox"/> Dynamic Fields Configuration (up to 10/package)	1	\$370.00	\$333.00	\$333.00

SUBTOTAL - ONE-TIME SERVICES	\$1,683.00
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<input checked="" type="checkbox"/> Initial Discount - JustFOIA One-time Services	(\$841.50)
<i>Discount is based on this quote and if the quote changes the discount amount is subject to change. Expires 02/28/2025</i>	

YEAR 1 ORDER COST	\$8,464.50
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All Quotes Expire 30 Days from Quote Date



TECHNICAL & SUPPLEMENTAL SUPPORT

To support your journey, it's important to have a plan in case issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@justfoia.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the JustFOIA Training Center.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	Technical	JMSS	JPASS
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

****New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

JustFOIA Supplemental Support Services

Want an enhanced level of post-implementation support? JustFOIA offers two supplemental support packages, Managed Support Services (JMSS) or Process Administration Support Services (JPASS), to cover ongoing consultation, training, and configuration services. A supplemental support package is strongly encouraged to be included with every renewal and is an annual subscription. Pricing is based on the package purchased and is an advanced discounted block of hours, which expires on the same date as Client's annual renewal. JMSS pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. JPASS pricing for the advanced block of hours is based on JustFOIA's Senior Support Technician hourly rate discounted by 10%.

HOW DOES IT WORK?



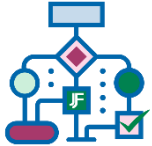
Receive Records Requests through Your Configurable Public Portal

Direct requesters to an online experience to submit and track the status of their requests, search previous requests, pay invoices, and more. Requesters are automatically notified of receipt.



Create Custom Request Forms

Modernize paper forms and emailed PDF requests with as many configurable, web-based forms as you want. Digital forms allow you to quickly collect all the information you need from the start!



Reduce Response Times through Workflow

Streamline your process by automating repetitive tasks and communications through process mapping. Departments and users can be assigned and automatically notified of tasks and due dates. Reminders, escalations, reassignments, and approvals are configurable within each task.



Centralize All Communications - With the Requester and Internal

Create transparency and simplify your communications both internally and externally. Design and automate common communications with templated messages and workflows.



Redact Sensitive Information

Automatically redact documents with one click or manually remove sensitive data. Features include text search, proximity search, redact selected text and/or full page(s). There is no per-user fee, so any user can redact a document if they are permitted by your organization. An exemption log can be automatically generated to accompany each request to explain any redactions.



Estimate & Log Time & Materials

Keep track of the labor, time, and materials costs of fulfilling requests. Configure individual user hourly rates and standard material fees, so invoicing is made simple.



Generate Invoices and Receive Payments

Issue invoices and receive payments inside the Public Portal. Accept all forms of payments including credit cards via our optional, PCI-Compliant Payment Portal, using third-party payment processors.



Import & Organize Response Documents

Easily upload documents from your computer, network or via our optional Laserfiche integration for the requestor to retrieve through your secure JustFOIA Public Portal. Using our optional Any & All Document Management module, extract .PST files and simplify managing hundreds of files.



Analyze Comprehensive Reports

Custom reports are available, in addition to standard reports, such as:

- Processed Requests
- Bottlenecks
- User Activity
- Paused Requests
- Fees Totals
- Time and Materials
- Deleted Requests
- User Task Activity
- Correspondence
- Open Requests
- Request Retention
- Payment Details

WORLD-CLASS, STANDARD SECURITY & COMPLIANCE

JustFOIA is committed to providing a secure platform for our clients that meets or exceeds industry standards. JustFOIA's SOC 2 Type 2 certification, as defined by the American Institute of Certified Public Accountants (AICPA) demonstrates that an external auditing firm has verified the implementation of strict information security and risk management policies and procedures. JustFOIA's CIO is CISSP certified. **All JustFOIA client sites are deployed exclusively on the Azure Government Cloud**, which was built upon the foundational principles of security, privacy and control, compliance, and transparency. JustFOIA is also the only TX-RAMP Certified records request management cloud product.



SOC 2 COMPLIANCE

The official SOC 2 audit report provides a thorough review of processes relating to risk management, including:

- Internal Controls
- IT Infrastructure
- Logical Security
- Environmental Security
- Disaster Recovery Plans
- Access Management Policies
- Software Development Lifecycle
- Network Security
- Computer Operations
- Acceptable Use Policies
- Subservice Due Diligence
- Change Management Procedures
- Physical Security
- Business Continuity
- Corporate Ethics

MICROSOFT AZURE GOVERNMENT CLOUD

Microsoft Azure Government Cloud is FedRAMP Authorized at Level High and designed to handle data subject to certain government regulations and requirements, such as NIST800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. Azure Government uses physically isolated datacenters and networks (located in U.S. only).

ENCRYPTED DATA

The Solution is a web-based application, and all HTTP communications are secured in transit by TLS 1.2 (aka HTTPS). Your data is encrypted at rest transparently using 256-bit AES encryption, one of the strongest block ciphers available, and is FIPS 140-2 compliant.

WEB APPLICATION FIREWALL

Azure Web Application Firewall (WAF) provides protection of your web applications from common exploits and vulnerabilities. SQL injection and cross-site scripting are among the most common attacks. WAF on Application Gateway is based on Core Rule Set (CRS) 3.1, 3.0, or 2.2.9 from the Open Web Application Security Project (OWASP). With no additional configuration required, the WAF automatically updates to protect against new vulnerabilities.

LAYER 7 LOAD BALANCING & NETWORK SECURITY GROUPS

Load Balancing distributes traffic across multiple servers to improve availability and performance. Azure Application Gateway serves as a web traffic load balancer that directs traffic to web applications. While traditional load balancers operate at the transport layer (OSI layer 4), Azure Application Gateway makes routing decisions based on additional attributes of an HTTP request, such as URI path or host headers. Application layer (OSI layer 7) load balancing gives the JustFOIA team greater control in managing the Solution's infrastructure. As a second layer of protection, Network Security Groups applied will only allow traffic that is explicitly defined as allowed.

MONITORING & PERFORMANCE ANALYSIS

Our monitoring and alerting systems notify our Network Operations Center (NOC) of any issues with availability or performance. Our engineers are available 24/7 to address any cloud infrastructure issues.

P2S = POINT TO SITE VPN

Support & administrative personnel access the Solution's backend infrastructure via secure VPN connections only.

UPDATE MANAGEMENT

Updates for Windows Server OS and SQL Server are managed through Azure Automation Update Management, deploying critical and security updates monthly and classification updates quarterly.

AZURE BACKUP & SITE RECOVERY SERVICES

Azure's backup service provides independent and isolated backups to guard against accidental destruction of original data. Backups are encrypted and stored in a Recovery Services Vault with built-in management of recovery points.

The Solution's Disaster Recovery is built upon Azure Site Recovery (ASR), a native disaster recovery as a service that replicates all Virtual Machine disks (OS and Data for all web, application, and database servers) from the Azure Region hosting your production environment to a geographically disparate Azure Region. Replicas are kept up to date within five (5) minutes.

ONGOING SECURITY INNOVATION

As you can see, we take numerous measures to secure your data. While we're confident in our technology, we recognize that no system can guarantee data security with 100% certainty. For that reason, we will continue to innovate, maintain state of the art security measures, and thoroughly investigate any reported security issues concerning JustFOIA's services or software.

508/ADA COMPLIANCE

As part of our ongoing commitment to providing the easiest-to-use records requests software, we are dedicated to providing a web application that is accessible to the widest possible audience, regardless of technology or ability. As such, we strive to remove barriers that might prevent a person with disabilities from using our products by adhering to the Revised Section 508 Standards published by the United States Access Board.

ADA
Americans with
Disabilities Act

The WCAG level of compliance is approved by the ADA for websites and provides recommendations for making content accessible. JustFOIA's citizen-facing pages perform at a Level AA (or level two) conformance to these guidelines, including:

- **Text Equivalents:** Alternative text for appropriate images and other non-text elements
- **Full Keyboard Access:** Built so that it can be accessed using a keyboard
- **Site Consistency:** Feature and functions perform the same way every time
- **Site Structure:** Appropriate headings, lists, paragraphs, style sheets, and other format features to enable easy use with assistive technology
- **Links:** Descriptive link titles, unless the link text already fully describes the target

JustFOIA routinely completes a Voluntary Product Accessibility Template (VPAT) and engages with external consultants certified by the International Association of Accessibility Professionals to ensure our Solution conforms with required standards. Our [VPAT Report](#) allows us to provide the data needed for your procurement team to verify that the JustFOIA Solution complies with Section 508 technical requirements.

CLIENT JOURNEY TO EMPOWERMENT

We're going to walk with you hand-in-hand throughout your JustFOIA Client Journey, actively supporting and guiding your team as they interact and engage with the Solution – thus, empowering your team to manage the system post-implementation. This journey is not viewed as a one-time transaction but as an ongoing partnership, where we remain committed to client success and satisfaction at every stage.

DELIVERY TEAM

Once you have selected your “destination” of JustFOIA, our Delivery Team will guide you through four phases of implementation, ensuring a smooth path to Go-Live:

Phase 1: Pre-Implementation

We think it's important that we get to know each other first – building upon the knowledge gained during the decision-making process to configure the Solution to your specific needs. Your Project Coordinator will gather configuration data and outline expectations for the upcoming implementation phases. During our “Implementation Launch Session,” your assigned Project Coordinator will discuss training, confirm the timeline and key milestone dates, and introduce you to the public-facing side of your JustFOIA site and request form(s).

Phase 2: System Training & Configuration

This phase will consist of two remote/live “*System Training Sessions*” for Administrators and Power Users, focusing on the practical application of the Solution through a hands-on experience submitting and working with mock requests to create a deep practical understanding of requests and administration settings. Clients are introduced to form configurations, retention options, redaction capabilities, communication tools, and more.

Phase 3: Request Training, Processing & Testing

Administrators and Power Users will be guided through the designed request form workflow, creating a collaborative, problem solving experience that results in a more intimate understanding of the process.

As Administrators and Power Users become experts in the Solution, the JustFOIA Delivery Team will collaborate with you to assist in onboarding general users. With numerous resources to onboard and introduce your staff to the Solution including custom training outlines, workflow maps, and guides for long-term reference, JustFOIA empowers you to create an internal training program while reinforcing your own knowledgebase.

Following training, a designated testing window reinforces training principles while preparing to launch the JustFOIA Solution to the public. Your assigned Project Coordinator will be on stand-by to make necessary system modifications.

Phase 4: Launching JustFOIA

Now, the moment we've been waiting for – it's time to Go-Live with JustFOIA! The Delivery Team is invested in your success and will be with you every step of the way. We will remove test data from your JustFOIA site and provide a press kit to spread the word about your efforts to promote transparency. High-level priority is given to inquiries and adjustments during our *Hypercare Check-in Service* period until you are transitioned to your long-term Client Success and Technical Support Teams.

CLIENT SUCCESS

Once you have launched JustFOIA to the public, your journey is only just beginning. Every JustFOIA client is assigned a dedicated Client Success Specialist to ensure they are getting the most out of their investment. Your Client Success Specialist can consult with you to recommend best practices and solutions to common records request issues. We invite clients to participate in periodic user webinars, training opportunities, user communities, and focus groups. Regardless of user type, there is something for everyone.

In addition to ensuring your satisfaction with JustFOIA, your Client Success Specialist will recommend resources found in the Training Center for JustFOIA, our complimentary learning management system with unlimited, on-demand access to hundreds of help videos and product documentation.

This Master Services Agreement No. 23737 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees);

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. **Non-Solicitation**

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. **Confidential Information**

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. **Intellectual Property**

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder (**"Pre-existing Work"**), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to “**Personal Information**” (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual’s name and social security number, driver’s license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, “**State Data Protection Laws**”), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys’ fees) in connection with third party claims, demands, suits, or proceedings (“**Claims**”) for bodily injury or tangible property damage arising out of Company’s performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party’s intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party’s option, and Company’s sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client’s rights, including, without limitation, those in its intellectual property); and (iii) at Company’s cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party’s end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY’S PAYMENT OBLIGATIONS; (ii) EACH PARTY’S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER

LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<p><u>If to Company</u> MCCI, LLC 3717 Apalachee Parkway Suite 201 Tallahassee, FL 32311 Attn: Legal Department Email: legal@mccinnovations.com</p>	<p><u>If to Client:</u> City of Stone Mountain 875 Main Street Stone Mountain, GA 30038 Attn: Jeff Strickland, City Attorney Email: jstrickland@jarrard-davis.com</p>
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15. Miscellaneous

(a) Third-Party EULA (End User License Agreement) Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"), whether supplied by Company as a convenience or not, for any products procured on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by Company

(b) Use of Open-Source Code.

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify

Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(p) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(r) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(u) Survival.

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(w) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(x) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCI, LLC

CITY OF STONE MOUNTAIN ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

875 MAIN STREET
STONE MOUNTAIN, GA 30038

INITIAL JUSTFOIA ORDER

Pursuant to Master Services Agreement No. 23737 ("**Agreement**"):

This Initial JustFOIA Order, designated as Addendum No. 1 (this "Addendum" or "Order"), is entered into as of _____, ("**Addendum Effective Date**"), by and between JustFOIA, Inc. ("Company" or "JustFOIA") and Client. This Addendum is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client. Company is an affiliate of MCCi and will provide the Solution as set forth hereunder. Company will invoice Client directly for the same. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Addendum supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Addendum, are void and of no effect.

JustFOIA, Inc

CITY OF STONE MOUNTAIN ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING

Item # 2.



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Client Name: City of Stone Mountain
Client Address: 875 Main Street, Stone Mountain, GA 30038
Quote Number: 34485
Quote Type: New JustFOIA System

Bill to: Pat Smith
psmith@stonemountaincity.org
Ship to: Shavala Ames
sames@stonemountaincity.org
cc AP Contact: psmith@stonemountaincity.org

Quote Date: 1/16/2025

Subscription Period Start Date:
 Date of Contract Execution
Subscription Period End Date:
 12 Months from Date of Contract Execution

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01-162</i>	<i>Total</i>
<u>JustFOIA ANNUAL RECURRING SERVICES</u>				
<input checked="" type="checkbox"/> JustFOIA Pro Tier 1: Up to 10,000 Population	1	\$4,950.00	\$4,455.00	\$4,455.00
<input checked="" type="checkbox"/> Any & All Document Management for JustFOIA Pro	1	\$1,237.50	\$1,113.75	\$1,113.75
<input checked="" type="checkbox"/> Payment Portal for JustFOIA Pro	1	\$742.50	\$668.25	\$668.25
<input checked="" type="checkbox"/> Unlimited Admins, Power Users & General Users	1	Included	Included	Included
<input checked="" type="checkbox"/> 3 TB of Storage	1	Included	Included	Included
<u>JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION</u>				
<input checked="" type="checkbox"/> JustFOIA Managed Support Services	1	\$1,540.00	\$1,386.00	\$1,386.00
<i>Up to 10 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</i>				
SUBTOTAL - RECURRING ANNUAL SERVICES				\$7,623.00

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01-162</i>	<i>Total</i>
<u>JustFOIA SERVICE PACKAGES</u>				
<input checked="" type="checkbox"/> Pro Implementation	1	Included	Included	Included
<input checked="" type="checkbox"/> Configuration of 1 Request Form	1	Included	Included	Included
<i>1. Open Records Requests</i>				
<input checked="" type="checkbox"/> Payment Portal Configuration	1	\$750.00	\$675.00	\$675.00
<input checked="" type="checkbox"/> Any & All Document Management Configuration	1	\$750.00	\$675.00	\$675.00
<input checked="" type="checkbox"/> Dynamic Fields Configuration (up to 10/package)	1	\$370.00	\$333.00	\$333.00
SUBTOTAL - ONE-TIME SERVICES				\$1,683.00

- Initial Discount - JustFOIA One-time Services**
Discount is based on this quote and if the quote changes the discount amount is subject to change. *Expires 02/28/2025*

(\$) Item # 2.

YEAR 1 ORDER COST

\$8,464.50

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the "Solution").

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

- (a) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- (b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "Bankruptcy Event"), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or
- (e) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "Event of Non-appropriation"). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

[remainder of page intentionally left blank]

BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	<ul style="list-style-type: none"> ▪ Initial Sale: Upon receipt of Order. ▪ Annual Renewal: 75 days in advance of expiration date.
One-Time Services	50% upon project kickoff, remaining 50% upon project completion and project acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

TECHNICAL & SUPPLEMENTAL SUPPORT

To support your journey, it's important to have a plan in case issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@justfoia.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the JustFOIA Training Center.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	Technical	JMSS	JPASS
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

****New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

JustFOIA Supplemental Support Services

Want an enhanced level of post-implementation support? JustFOIA offers two supplemental support packages, Managed Support Services (JMSS) or Process Administration Support Services (JPASS), to cover ongoing consultation, training, and configuration services. A supplemental support package is strongly encouraged to be included with every renewal and is an annual subscription. Pricing is based on the package purchased and is an advanced discounted block of hours, which expires on the same date as Client's annual renewal. JMSS pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. JPASS pricing for the advanced block of hours is based on JustFOIA's Senior Support Technician hourly rate discounted by 10%.

Supplemental Support Package Definitions

ENHANCED KNOWLEDGE

You'll have access to our team of more knowledgeable support technicians.

REMOTE TRAINING

Additional remote training is conducted to train new users or as refresher training for existing users.

SYSTEM CONSULTATION

JustFOIA offers best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc.

CONFIGURATION/MODIFICATION SERVICES

Configuration/modification services for request forms, standard workflows, email templates, dynamic form fields, and more.

CHANGES TO ROUTING OF CURRENT DIRECTROUTE WORKFLOWS

For clients with a DirectRoute Workflow, we will make minor adjustments such as changing the routing individual to maintain your DirectRoute Workflow.

DEDICATED SUPPORT PROFESSIONAL & INSTITUTIONAL KNOWLEDGE

You will be assigned a dedicated support professional who will gain institutional knowledge of your agency's unique setup and configuration of the JustFOIA solution.

PROACTIVE, RECURRING CALLS UPON REQUEST

Clients can request to have a recurring call with their dedicated support professional (monthly or quarterly) to discuss recommended changes, questions, or concerns.

ADJUSTMENT OF CURRENT SINGLE-SIGN ON OR PAYMENT PORTAL CONNECTIONS

JustFOIA can assist with adjusting the current SSO or Payment Portal connection.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
 - Create General User and Viewer accounts and respective departments
 - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

JustFOIA TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding

- Configure number of request forms defined in Order and necessary request statuses and workflow tasks
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

PAYMENT PORTAL CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review [Payment Portal Guide](#)
- Set up an account with a valid Payment Processor (JetPay/NCR, NIC, PayPal or Authorize.net)*
**Recommended that merchant account application be completed at the time of JustFOIA contract execution to avoid project delays.*
- Supply necessary credentials from Payment Processor. Examples include:
 - Client Key
 - Web Key
 - API Identifier
 - Payment Type Name
 - Allowed Payment Method
- Participate in testing process

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure and implement Payment Portal

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

DYNAMIC FIELDS CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide a list of desired dynamic form field(s), keywords and/or external links

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering (not to exceed 1 hour)
- Configure and implement up to 10 dynamic form fields (not to exceed 1 hour)
- Complete testing

JUSTFOIA ASSUMPTIONS

THESE ASSUMPTIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.

THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Client Warranties

Client warrants that JustFOIA's use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

TECHNICAL SUPPORT

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any Intellectual Property right or Acceptable Use Policy, liability is limited to the amount of dollars received by JustFOIA directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

JustFOIA also does not warrant any third-party products procured on behalf of Client. If there are any warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and JustFOIA has no liability associated therewith.

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without JustFOIA's help. JustFOIA is not responsible for any damage caused by the user's customization of the system not performed by JustFOIA. JustFOIA will not be held responsible for correcting any problems that may occur from these customizations.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Assumptions do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in the Information & Privacy section above.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except for the license grant herein, all rights to the Solution and all services surrounding the same are—and remain—with JustFOIA. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

ACCOUNT SECURITY

Client is responsible for any activity using its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify JustFOIA of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Client's information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client's information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that JustFOIA delete Client's information. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server's files that Client has in common with other users, provided that JustFOIA's confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services

JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition

by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.



Agenda Item Request

FROM: Shavala Ames, City Clerk

TO: Shawn Edmondson, City Manager

DATE: January 16, 2025

TITLE: Consideration of an action on a request to set Public Hearing date regarding House Bill 581

RECOMMENDATION

Mayor and Council to set a Special Called Meeting to designate a third Public Hearing date.

BACKGROUND

House Bill 581 was passed by the Georgia General Assembly during the 2024 legislative session and an enabling constitutional amendment (HR 1022) was subsequently approved through a statewide ballot question during the November 2024 election. Within HB 581, O.C.G.A. § 48-5-44.2 provides for a statewide floating homestead exemption which applies to counties, consolidated governments, municipalities, and local school districts.

While the homestead exemption automatically applies to all local governments and school districts, these jurisdictions may stop the homestead exemption from becoming effective within their jurisdiction by following certain procedures by March 1, 2025.

O.C.G.A. § 48-5-44.2(i) provides the necessary procedures for local governments to opt out of the HB 581 homestead exemption. To opt out, the local government or school district must adopt a resolution opting out of the exemption (see model resolution provided) after completing the following steps, which must be completed between January 1, 2025, and March 1, 2025:

The local government must advertise the intent to opt out and conduct at least three public hearings on the issue, with at least one of the public meetings occurring between 6:00 P.M. and 7:00 P.M. on a business weekday.

The City of Stone Mountain is anticipating to set Public Hearings at the February 4, 2025 and February 18, 2025 City Council Meeting, however a third Public Hearing must be set prior to March 1st, 2025. Staff is requesting Mayor and Council to hold a Special Called Meeting for this purpose.

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA & GEORGIA MUNICIPAL ASSOCIATION

House Bill 581: Homestead Exemption

House Bill 581 was passed by the Georgia General Assembly during the 2024 legislative session and an enabling constitutional amendment (HR 1022) was subsequently approved through a statewide ballot question during the November 2024 election. Within HB 581, O.C.G.A. § 48-5-44.2 provides for a statewide floating homestead exemption which applies to counties, consolidated governments, municipalities, and local school districts (For more information on the statewide floating homestead exemption, please refer to [GMA](#) or [ACCG](#) HB 581 Resources).

While the homestead exemption automatically applies to all local governments and school districts, these jurisdictions may stop the homestead exemption from becoming effective within their jurisdiction by following certain procedures by March 1, 2025.

O.C.G.A. § 48-5-44.2(i) provides the necessary procedures for local governments to opt out of the HB 581 homestead exemption. To opt out, the local government or school district must adopt a resolution opting out of the exemption (see model resolution provided) after completing the following steps, which must be completed between January 1, 2025, and March 1, 2025:

- The local government must advertise the intent to opt out and conduct at least three public hearings on the issue, with at least one of the public meetings occurring between 6:00 P.M. and 7:00 P.M. on a business weekday.
- The local government must place an advertisement in a newspaper of general circulation serving the residents of the political subdivision and post the advertisement on its website of the local government.
- The advertisement must appear at least one week prior to each hearing, be prominently displayed, be not less than 30 square inches, and not be placed in that section of the newspaper where legal notices appear.
- The advertisement must also be posted on the local government's website at least one week prior to each hearing. In addition to the advertisement, the local government may include in the notice reasons or explanations for its intention to opt out of the homestead exemption. Simultaneously with the notice the local government must provide a press release to the local media.
- The advertisement must read:

“INTENT TO OPT OUT OF HOMESTEAD EXEMPTION

The (name of governing authority) intends to opt out of the statewide adjusted base year ad valorem homestead exemption for (name of the political subdivision).

All concerned citizens are invited to the public hearing on this matter to be held at (place of meeting) on (date and time).

Times and places of additional public hearings on this matter are at (place of meeting) on (date and time).”

- After completing these steps, the local government or school district may then adopt a resolution opting out of the homestead exemption, which must be filed with the Secretary of State by March 1, 2025. It is recommended to provide a copy of the resolution to the office of the County Tax Assessors and Tax Commissioner.



The Office of Secretary of State

[House Bill 581](#) (2024): Any locality electing to opt out from the Statewide Homestead Exemption as outlined in O.C.G.A. § 48-5-44.2 must file a complete copy of all requisite documents to the Secretary of State's office by **March 1, 2025**.

Required Documents:

1. Evidence of three public hearings (including one occurring between the hours of 6:00 PM and 7:00 pm on a business day)
2. Proof of an advertisement in a newspaper of general circulation to residents which meets the following criteria:
 1. Must appear one week prior to each hearing
 2. Must be prominently displayed
 3. Must be no less than 30 square inches
 4. Must not be in the section of newspaper where legal ads appear
 5. Must be posted on the website one week prior to each hearing
3. An advertisement on their website which includes the following language:
 1. 'INTENT TO OPT OUT OF HOMESTEAD EXEMPTION: The (name of governing authority) intends to opt out of the statewide adjusted base year ad valorem homestead exemption for (name of the political subdivision). All concerned citizens are invited to the public hearing on this matter to be held at (place of meeting) on (date and time). Times and places of additional public hearings on this matter are at (place of meeting) on (date and time).'
4. Evidence of a press release to the local media

A cover letter, a copy of the homestead exemption resolution, and evidence of completing the above-listed requirements must be filed with the Secretary of State's Office by March 1, 2025. Please submit resolutions to the Secretary of State's Office by mail or email to the following address:

VIA MAIL:

Secretary of State
 Elections Division
 Attn: Joy Nichols
 Suite 802, West Tower
 2 Martin Luther King, Jr. Drive S.E.
 Atlanta, GA 30334-1505

VIA EMAIL:

jnichols@sos.ga.gov



Our Business is Minding Yours™

Item # 4.

11/21/2024

****Proposal****

Project Number: ALSC-8258

Alscan, Inc.

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

Sales Person: Blake Johnson
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State of Georgia Statewide Contract - Integrated Security: 99999-SPD0000172

City Surveillance - Verkada Deployment

City of Stone Mountain Police Department

875 Main St
Stone Mountain, GA 30083-3620 US
770-879-4980
4702753030

City of Stone Mountain Police Department

875 Main St
Stone Mountain, GA 30083-3620 US
770-879-4980

Item Details

Police HQ

QTY	Description	Unit Price	Price
1	Peerless-AV ST680, Security Smartmount Universal Tilt Mount for 60" to 95" TV's - Black	\$201.54	\$201.54
1	Samsung QN75QN85DBFXZA, 75" Class Samsung Neo QLED 4K QN85D	\$1,396.09	\$1,396.09
1	Verkada LIC-VX-3Y, Verkada 3-Year Viewing Station License	\$974.25	\$974.25
1	Verkada VX52-HW, Verkada VX52 Viewing Station	\$434.13	\$434.13

Police HQ Total

\$3,006.01

Police HQ: Medlock Park

QTY	Description	Unit Price	Price
1	D-Link DGS-1210-10P, 8-Port Gigabit Smart Managed PoE Switch with 2 Gigabit SFP ports, 65W PoE Budget	\$225.98	\$225.98
1	Misc. Hardware Hardware, Required Hardware for Video Surveillance	\$318.18	\$318.18
1	Superior Essex 77-240-2B, Copper cable,4 pair, 23 AWG Category 6 CMP Blue 1,000 feet Pop Box	\$410.45	\$410.45

2	Verkada ACC-MNT-CORNER-1, Verkada Corner Mount	\$149.25	\$29	Item # 4.
2	Verkada ACC-MNT-XLARM-1, Verkada Large Arm Mount (PTZ)	\$119.25	\$238.50	
1	Verkada BC82-HW, Verkada BC82 Alarm Console	\$1,304.13	\$1,304.13	
1	Verkada BH61-HW, Verkada BH61 Wireless Hub - North America	\$521.13	\$521.13	
1	Verkada BK11-HW, Verkada BK11 Alarm Keypad only	\$347.13	\$347.13	
4	Verkada BR31-HW, Verkada BR31 Wireless Door Sensor	\$86.13	\$344.52	
1	Verkada BR32-HW, Verkada BR32 Wireless Motion Sensor	\$86.13	\$86.13	
1	Verkada CB62-512E-HW, Verkada CB62-E Outdoor Bullet Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	\$1,565.13	\$1,565.13	
1	Verkada CF81-30E-HW, Verkada CF81-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB of Storage, Maximum 30 Days of Retention	\$1,739.13	\$1,739.13	
2	Verkada CH52-1TBE-HW, Verkada CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage, Maximum 30 Days of Retention	\$3,131.13	\$6,262.26	
1	Verkada LIC-BB-3Y, Verkada 1-Year Basic Alarm License	\$3,915.00	\$3,915.00	
4	Verkada LIC-CAM-3Y, Verkada 3-Year Camera License	\$477.63	\$1,910.52	
2	Verkada LIC-CH52-3Y, Verkada 3-Year CH52 Multisensor Camera License	\$1,434.63	\$2,869.26	

Police HQ: Medlock Park Total

\$22,355.95

Police HQ: VFW Park

QTY	Description	Unit Price	Price
1	KBC Networks PWB-S2-G1, 2 IEEE802.3af/at PoE/PoE+ devices plus 1 non-PoE port	\$591.59	\$591.59
1	Verkada ACC-MNT-POLE-1, Verkada Pole Mount	\$227.29	\$227.29
1	Verkada ACC-MNT-XLARM-1, Verkada Large Arm Mount (PTZ)	\$172.91	\$172.91
1	Verkada CH52-1TBE-HW, Verkada CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage, Maximum 30 Days of Retention	\$3,131.13	\$3,131.13
1	Verkada LIC-CAM-3Y, Verkada 3-Year Camera License	\$477.63	\$477.63

Police HQ: VFW Park Total

\$4,600.55

Police HQ: McCurdy Park

QTY	Description	Unit Price	Price
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1	D-Link DGS-1210-10P, 8-Port Gigabit Smart Managed PoE Switch with 2 Gigabit SFP ports, 65W PoE Budget	\$225.98	\$225.98	Item # 4.
1	KBC Networks PWB-S2-G1, 2 IEEE802.3af/at PoE/PoE+ devices plus 1 non-PoE port	\$591.59	\$591.59	
1	Misc. Hardware Hardware, Required Hardware for Video Surveillance	\$318.18	\$318.18	
2	Superior Essex 77-240-2B, Copper cable,4 pair, 23 AWG Category 6 CMP Blue 1,000 feet Pop Box	\$410.45	\$820.90	
1	Verkada ACC-MNT-CORNER-1, Verkada Corner Mount	\$149.25	\$149.25	
1	Verkada ACC-MNT-XLARM-1, Verkada Large Arm Mount (PTZ)	\$119.25	\$119.25	
2	Verkada CB62-512E-HW, Verkada CB62-E Outdoor Bullet Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	\$1,565.13	\$3,130.26	
2	Verkada CD32-512E-HW, Verkada CD32 Outdoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention	\$1,217.13	\$2,434.26	
1	Verkada CH52-1TBE-HW, Verkada CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage, Maximum 30 Days of Retention	\$3,131.13	\$3,131.13	
5	Verkada LIC-CAM-3Y, Verkada 3-Year Camera License	\$477.63	\$2,388.15	
1	Verkada LIC-CH52-3Y, Verkada 3-Year CH52 Multisensor Camera License	\$1,434.63	\$1,434.63	

Police HQ: McCurdy Park Total

\$14,743.58

Police HQ: Lawn on Main

QTY	Description	Unit Price	Price
1	D-Link DGS-1210-10P, 8-Port Gigabit Smart Managed PoE Switch with 2 Gigabit SFP ports, 65W PoE Budget	\$225.98	\$225.98
1	Misc. Hardware Hardware, Required Hardware for Video Surveillance	\$318.18	\$318.18
1	Superior Essex 77-240-2B, Copper cable,4 pair, 23 AWG Category 6 CMP Blue 1,000 feet Pop Box	\$410.45	\$410.45
2	Verkada ACC-MNT-CORNER-1, Verkada Corner Mount	\$149.25	\$298.50
2	Verkada ACC-MNT-XLARM-1, Verkada Large Arm Mount (PTZ)	\$119.25	\$238.50
1	Verkada CB62-512E-HW, Verkada CB62-E Outdoor Bullet Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	\$1,565.13	\$1,565.13
1	Verkada CF81-30E-HW, Verkada CF81-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB of Storage, Maximum 30 Days of Retention	\$1,739.13	\$1,739.13
1	Verkada CH52-1TBE-HW, Verkada CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage, Maximum 30 Days of Retention	\$3,131.13	\$3,131.13

1	Verkada CP63-1TBE-HW, Verkada CP63 Outdoor PTZ Camera, 5MP, 1TB of Storage, Maximum 30 Days of Retention	\$3,524.25	\$3,524.25	Item # 4.
4	Verkada LIC-CAM-3Y, Verkada 3-Year Camera License	\$477.63	\$1,910.52	
1	Verkada LIC-CH52-3Y, Verkada 3-Year CH52 Multisensor Camera License	\$1,434.63	\$1,434.63	

Police HQ: Lawn on Main Total

\$14,796.40

Police HQ: Lelia Mason Park

QTY	Description	Unit Price	Price
1	KBC Networks PWB-S2-G1, 2 IEEE802.3af/at PoE/PoE+ devices plus 1 non-PoE port	\$591.59	\$591.59
1	Pedestal PRO 66TOW-PRO-003-CRS, 14' Steel Camera Pole with 6" Tube, Carbon Steel Material	\$3,000.47	\$3,000.47
2	Verkada ACC-MNT-POLE-1, Verkada Pole Mount	\$227.29	\$454.58
1	Verkada ACC-MNT-XLARM-1, Verkada Large Arm Mount (PTZ)	\$119.25	\$119.25
1	Verkada CB62-512E-HW, Verkada CB62-E Outdoor Bullet Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	\$1,565.13	\$1,565.13
1	Verkada CH52-1TBE-HW, Verkada CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage, Maximum 30 Days of Retention	\$3,131.13	\$3,131.13
2	Verkada LIC-CAM-3Y, Verkada 3-Year Camera License	\$477.63	\$955.26
1	Verkada LIC-CH52-3Y, Verkada 3-Year CH52 Multisensor Camera License	\$1,434.63	\$1,434.63

Police HQ: Lelia Mason Park Total

\$11,252.04

Police HQ: Cemetery

QTY	Description	Unit Price	Price
2	KBC Networks KBC-AL2-100W, Lithium-Compatible Remote Power Kit	\$2,244.59	\$4,489.18
2	Pedestal PRO 66TOW-PRO-003-CRS, 14' Steel Camera Pole with 6" Tube, Carbon Steel Material	\$3,000.47	\$6,000.94
2	Verkada ACC-MNT-POLE-1, Verkada Pole Mount	\$227.29	\$454.58
1	Verkada ACC-MNT-XLARM-1, Verkada Large Arm Mount (PTZ)	\$119.25	\$119.25

1	Verkada CH52-1TBE-HW, Verkada CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage, Maximum 30 Days of Retention	\$3,131.13	\$3,131.13	Item # 4.
2	Verkada LIC-CAM-3Y, Verkada 3-Year Camera License	\$477.63	\$955.26	
1	Verkada LIC-CH52-3Y, Verkada 3-Year CH52 Multisensor Camera License	\$1,434.63	\$1,434.63	

Police HQ: Cemetery Total

\$16,584.97

Police HQ: Public Works

QTY	Description	Unit Price	Price
1	D-Link DGS-1210-10P, 8-Port Gigabit Smart Managed PoE Switch with 2 Gigabit SFP ports, 65W PoE Budget	\$225.98	\$225.98
3	Leviton 6D460-01L, Cat 6 SlimLine Boot Patch Cord, 1 ft, Blue	\$5.93	\$17.79
1	Misc. Hardware Hardware, Required Hardware for Video Surveillance	\$318.18	\$318.18
1	Superior Essex 77-240-2B, Copper cable,4 pair, 23 AWG Category 6 CMP Blue 1,000 feet Pop Box	\$410.45	\$410.45
2	Verkada ACC-MNT-8, Verkada Pendant Cap Mount	\$51.75	\$103.50
2	Verkada ACC-MNT-CORNER-1, Verkada Corner Mount	\$149.25	\$298.50
2	Verkada ACC-POE-60W, Verkada PoE++ (802.3bt-2018) Injector, GigE	\$111.75	\$223.50
2	Verkada CH52-1TBE-HW, Verkada CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage, Maximum 30 Days of Retention	\$3,131.13	\$6,262.26
2	Verkada LIC-CAM-3Y, Verkada 3-Year Camera License	\$477.63	\$955.26
2	Verkada LIC-CH52-3Y, Verkada 3-Year CH52 Multisensor Camera License	\$1,434.63	\$2,869.26

Police HQ: Public Works Total

\$11,684.68

Police HQ: Train Depot

QTY	Description	Unit Price	Price
1	D-Link DGS-1210-10P, 8-Port Gigabit Smart Managed PoE Switch with 2 Gigabit SFP ports, 65W PoE Budget	\$225.98	\$225.98
3	Leviton 6D460-01L, Cat 6 SlimLine Boot Patch Cord, 1 ft, Blue	\$5.93	\$17.79
1	Misc. Hardware Hardware, Required Hardware for Video Surveillance	\$318.18	\$318.18

1	Superior Essex 77-240-2B, Copper cable,4 pair, 23 AWG Category 6 CMP Blue 1,000 feet Pop Box	\$410.45	\$410.45	Item # 4.
1	Verkada ACC-MNT-8, Verkada Pendant Cap Mount	\$51.75	\$51.75	
1	Verkada ACC-POE-60W, Verkada PoE++ (802.3bt-2018) Injector, GigE	\$111.75	\$111.75	
1	Verkada CF81-30E-HW, Verkada CF81-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB of Storage, Maximum 30 Days of Retention	\$1,739.13	\$1,739.13	
1	Verkada CH52-1TBE-HW, Verkada CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage, Maximum 30 Days of Retention	\$3,131.13	\$3,131.13	
1	Verkada LIC-CAM-3Y, Verkada 3-Year Camera License	\$477.63	\$477.63	
1	Verkada LIC-CH52-3Y, Verkada 3-Year CH52 Multisensor Camera License	\$1,434.63	\$1,434.63	

Police HQ: Train Depot Total

\$7,918.42

Police HQ: Caboose Bathrooms

QTY	Description	Unit Price	Price
2	Leviton 6D460-01L, Cat 6 SlimLine Boot Patch Cord, 1 ft, Blue	\$0.00	\$0.00
1	Misc. Hardware Hardware, Required Hardware for Video Surveillance	\$318.18	\$318.18
1	TRENDnet TI-G50, 5-Port Hardened Industrial Gigabit Switch	\$111.64	\$111.64
1	Verkada CF81-30E-HW, Verkada CF81-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB of Storage, Maximum 30 Days of Retention	\$1,739.13	\$1,739.13
1	Verkada LIC-CAM-3Y, Verkada 3-Year Camera License	\$477.63	\$477.63

Police HQ: Caboose Bathrooms Total

\$2,646.58

Police HQ: Main Street

QTY	Description	Unit Price	Price
1	D-Link DGS-1210-10P, 8-Port Gigabit Smart Managed PoE Switch with 2 Gigabit SFP ports, 65W PoE Budget	\$225.98	\$225.98
2	Leviton 6D460-01L, Cat 6 SlimLine Boot Patch Cord, 1 ft, Blue	\$0.00	\$0.00
1	Misc. Hardware Hardware, Required Hardware for Video Surveillance	\$318.18	\$318.18
1	TRENDnet TI-G50, 5-Port Hardened Industrial Gigabit Switch	\$111.64	\$111.64
1	Verkada ACC-MNT-8, Verkada Pendant Cap Mount	\$51.75	\$51.75

1	Verkada ACC-POE-60W, Verkada PoE++ (802.3bt-2018) Injector, GigE	\$111.75	\$111.75	Item # 4.
1	Verkada CH52-1TBE-HW, Verkada CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage, Maximum 30 Days of Retention	\$3,131.13	\$3,131.13	
1	Verkada LIC-CAM-3Y, Verkada 3-Year Camera License	\$477.63	\$477.63	
1	Verkada LIC-CH52-3Y, Verkada 3-Year CH52 Multisensor Camera License	\$1,434.63	\$1,434.63	

Police HQ: Main Street Total **\$5,862.69**

Project Subtotal: **\$115,451.87**

Pricing Summary

Equipment:	\$115,451.87
Labor:	\$34,437.24

Grand Total: **\$149,889.11**

This ** Proposal ** is Valid for 60 Days.

City of Stone Mountain Police Department

Alscan, Inc.

Accepted by

Date

Alscan, Inc.

Date

Terms and Conditions:

- High Speed External Internet Connection provided by customer for Alscan remote support
- Any devices requiring remote connection on phones, tablets or clients will be setup by the customer unless specified. Alscan is not responsible for ISP Router configurations or ports forwarded through the customer's Firewall
- Static IP addresses provided by customer
- Alscan, Inc. does NOT provide conduit, electrical service, or trenching unless specified
- Payment Terms = Due upon completion
- A finance charge of 1.5% per month (18% per year) will be charged on all past due accounts over 30 days
- Customer agrees to pay all costs of collection including reasonable attorneys fees
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.
- All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Alscan, Inc. workers are fully covered by Workman's Compensation Insurance. Verkada Camera Deployment