



# Special Called Downtown Development Authority Meeting

Wednesday, January 15, 2025 at 6:30 PM

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

## Agenda

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### I. Call to Order

1. Attendee Name / Attendee Participation (Present, absent, late for this meeting)

Chair Carl Wright

Vice Chair Thom DeLoach

Treasurer Denise Phillips

Board Member Michelle Dunbar

Board Member Sarah Rasmussen

Board Member Robert Witherspoon

Board Member & Council Member Anita Bass

### II. Approval of the Agenda

### III. Oath of Office Ceremony for DDA Members

1. Oaths of Office administered by the Honorable Mayor Jones / Ryan Smith Mayor Pro Tem, for the following Members:

DDA Member Name	Position	Term Start / End Date
Thom Deloach	DDA Vice Chair	3/11/2024 to 3/11/2028
Michelle Dunbar	DDA Member	3/11/2024 to 3/11/2028
Robert Witherspoon	DDA Member	12/9/2024 to 5/3/2026
Sarah Rasmussen	DDA Member	12/9/2024 to 5/3/2026

### IV. Old Business

1. Approval of the 2025 IGA between the City of Stone Mountain and the Downtown Development Authority of Stone Mountain
2. Discussion/Action Item: Enhancement Grant Program

### V. New Business

[1.](#) BEC/DDA Mardi Gras Agreement for FY2025

[2.](#) Discussion/Action Item: Downtown Revitalization Strategy, mTAP Project Agreement

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

**VII. Adjournment**

## INTERGOVERNMENTAL AGREEMENT

**THIS INTERGOVERNMENTAL AGREEMENT** (this “Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF STONE MOUNTAIN, GEORGIA**, a municipal corporation of the State of Georgia (the “City”) and the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF STONE MOUNTAIN**, a body corporate and politic created under the laws of the State of Georgia (the “DDA”).

### RECITALS

**WHEREAS**, pursuant to the Charter of the City of Stone Mountain, Georgia, the City may make appropriations for the support of the government of the City; to authorize the expenditure of money for any purposes authorized by the Charter and for any purpose for which a municipality is authorized by the laws of the State of Georgia; and, to exercise and enjoy all other powers, functions, rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the City and its residents;

**WHEREAS**, the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph 1 (a) empowers the City as a municipal corporation of the State of Georgia to contract for any period not exceeding fifty (50) years with each other or with any other public agency, public corporation, or public authority such as the DDA for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide;

**WHEREAS**, the DDA is a body corporate and politic of the State of Georgia pursuant to the provisions of Article IX, Section VI, Paragraph III of the 1983 Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1 et seq., as amended (the “Act”), and Resolution 2006-26 adopted by the Mayor and Council of the City on September 18, 2006;

**WHEREAS**, the purpose of the DDA pursuant to Resolution 2006-26 is to develop, pursue, and promote the furtherance of existing and new trade, commerce, industry, and employment opportunities through revitalization and redevelopment within the downtown development area defined by Resolution 2006-26 for the public good and general welfare of the City and its residents;

**WHEREAS**, the DDA is authorized under the Act to make and execute contracts, agreements, and other instruments necessary or convenient to exercise the powers of the DDA or to further the public purpose for which the DDA is created that will revitalize and redevelop the City’s commercial business districts;

**WHEREAS**, the DDA is authorized under the Act to finance (by loan, grant, lease, or otherwise), operate, or manage projects and to pay the cost of any project from the proceeds of the DDA or any other funds of the DDA, or from any contributions or loans by persons, corporations, partnerships, or other entities, all of which the DDA is authorized to receive, accept, and use;

**WHEREAS**, the DDA is authorized under the Act to encourage and promote the improvement and revitalization of the downtown development area and to make, contract for, or otherwise cause to be made long-range plans or proposals for the downtown development area in cooperation with the City;

**WHEREAS**, the DDA is authorized under the Act to contract with the City to carry out supplemental services in the downtown development area;

**WHEREAS**, the DDA in pursuing its works under the Act uses the Main Street Four Point Approach that seeks (1) the promotion of the downtown development area of the City through special events and individualized marketing plans; (2) quality design supporting and enhancing the physical and visual assets of the downtown development area; (3) organization of interests, leadership, partnerships, local businesses and nonprofits, and commitments for sustainable revitalization efforts for the downtown development area; and, (4) economic development and vitality for and within the downtown development area that focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses, catalyze property redevelopment, and create a supportive environment for entrepreneurs and innovators that drive the local economy;

**WHEREAS**, the City has determined that the revitalization and redevelopment of the downtown development area by financing the DDA to fund projects under the Act will develop and promote for the public good and general welfare trade, commerce, and industry and employment opportunities and will promote the general welfare of this City;

**WHEREAS**, the DDA has determined that receipt and acceptance of funding from the City will further trade, commerce, industry, and employment in the downtown development area of the City as required by and consistent with the purposes and provisions of the Act;

**WHEREAS**, the City and the DDA have determined that it is, therefore, in the public interest and is vital to the public welfare of the people of this City that funding should be provided to the DDA in support of its efforts, purposes, and goals to revitalize and redevelop the downtown development area;

**WHEREAS**, the City and DDA desire to work collaboratively together to maintain a mutually beneficial, efficient, and cooperative relationship that will promote economic development and the overall interests of the residents of the City and the trade, commerce, industry, and employment opportunities within the City; and,

**WHEREAS**, the City and DDA desire to enter into this Agreement to set out the parties' responsibilities and to define the relationship of staff, management of programming, and financial obligations with respect to the City and DDA for a limited term in order to accomplish these objectives.

**NOW, THEREFORE**, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the City and the DDA do hereby agree to the above recitals and as follows:

1.

**Term of the Agreement.** The term of this Agreement shall commence on January 1, 2025 and shall continue in full force and effect until December 31, 2025.

2.

**Downtown Development Area.** The service area of the DDA under this Agreement shall be the geographical area of the “downtown development area” as established by Resolution 2006-26 and constituting the “central business district” of the City as contemplated by the Act. A true and correct copy of the map of the service area is attached hereto and incorporated herein as Exhibit A.

3.

**Commitment by the City of Funding, Financial & Accounting Services, and Staffing.**

The City commits and agrees as follows:

- (a) To contribute and pay the monetary sum of One Hundred Seventy-Five Thousand Seven Hundred Fifty and 00/100 Dollars (\$175,750.00) to the DDA consistent with the *DDA Budget Request FY2025* memorandum attached hereto and incorporated herein as Exhibit B and subject to adjustment by an amendment to this Agreement pursuant to Section 6 below, including, but not limited for promotion and advertising, certain administrative expenses (i.e., legal expenses and training), contracted labor for the installation of two (2) murals, enhancement grants for local businesses, and special events, all of which shall be consistent with the purposes and provisions of the Act and this Agreement (the “City Funding”);
- (b) To provide, at no cost to the DDA or reduction in the City Funding, supplemental administrative support to the DDA (i.e., economic and community development, financial services and accounting, administrative) as may be necessary to assist the DDA in the performance and fulfillment of its obligations under this Agreement, including staff support for all meetings of the DDA;
- (c) To maintain separate, designated, and segregated bank accounts for the DDA for the deposits, accounting, and disbursements, including, but not limited to the City Funding, to be held and maintained as set forth in this Agreement (the “DDA Accounts”);
- (d) To observe and implement policies and financial management controls to ensure the full accounting, reporting, and registration of the City Funding, including accounting for all revenues and expenditures, to ensure accountability and transparency consistent with the requirements of the Local Government Authorities Registration Act, O.C.G.A.

§ 36-80-16; submission of financial information, as required, to the Georgia Department of Community Affairs pursuant to O.C.G.A. § 36-81-8; and, as applicable, the rules and regulations of the Georgia Department of Community Affairs and Department of Audits and Accounts;

- (e) To provide to the Treasurer and Executive Director of the DDA detailed general ledgers, balance sheets, bank statements, and annual audit findings for the DDA Accounts and other such accounts holding or designated for DDA funds for the fiscal years of 2022, 2023, and 2024;
- (f) To provide to the Treasurer and Executive Director of the DDA detailed financial reports for the DDA Accounts for the prior month within forty-five (45) days of the end of each month during the term of this Agreement, including, but not limited to detailed general ledgers, balance sheets, bank statements, and annual audit findings;
- (g) To provide, at no cost to the DDA or reduction in the City Funding, meeting space at City Hall located at 875 Main Street, Stone Mountain, Georgia 30083, including as necessary meeting space for public meetings and executive sessions;
- (h) To participate in at least one (1) annual work review and planning session with the DDA during the term of this Agreement; and,
- (i) To support in good faith the work of the DDA consistent with the purposes and provisions of the Act and this Agreement.

#### 4.

**Disbursement of the City Funding.** The City shall disburse the City Funding into the operating account of the DDA Accounts for use by the DDA in its discretion subject to the Act and this Agreement in four (4) equal quarterly installments payable as follows: (a) January 15, 2025; (b) March 1, 2025; (c) July 1, 2025; and, (d) October 1, 2025. The commitment by the City of the City Funding and its disbursement to the DDA is not intended as reimbursement of costs or liabilities previously incurred by or satisfied by the DDA, but instead as an advancement of funding to the DDA for just consideration for this Agreement and for the DDA to perform and fulfill its obligations consistent with the Act and this Agreement. Portions of the City Funding remaining unspent and/or uncommitted by the DDA as of the expiration of the term of this Agreement shall continue to remain funding to and assets of the DDA subject to the purposes and goals set forth in this Agreement subject to use by the DDA consistent with the Act and this Agreement.

#### 5.

**Commitment by the DDA.** The DDA commits and agrees as follows:

- (a) To conduct a minimum of one (1) monthly meeting open to the public and providing opportunity for public comment in compliance with the Act and the applicable

provisions of the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and to otherwise conduct its business and work in accordance with the Act;

- (b) To diligently pursue, with time being of the essence, performance and fulfillment of its obligations owed under this Agreement for promotion and advertising, installation of two (2) murals, enhancement grants for local businesses, and special events as determined by the DDA consistent with the purposes and provisions of the Act and this Agreement;
- (c) To establish minimum qualifying criteria and standards as the DDA determines necessary for the exercise of its work under this Agreement, including for promotion and advertising, approval and installation of murals, approval and issuance of grants for local businesses, and special events, to ensure compliance with the Act and this Agreement;
- (d) To adhere to governing ethics, conflict of interest policies, and financial management controls that provide transparency, avoid or mitigate conflicts of interest, and ensure the appropriate expenditure of the City Funding and other funds of the DDA consistent with the Act and this Agreement;
- (e) To not increase or add to the financial commitment of the City to cover or subsidize any expenditures or liabilities incurred by the DDA beyond the limits of the City Funding or terms of this Agreement;
- (f) To observe and implement management and oversight policies and controls to ensure the full training, staffing, reporting, and registration of the DDA and its Directors to ensure accountability and transparency consistent with the requirements of the Local Government Authorities Registration Act, O.C.G.A. § 36-80-16; submission of registrations and reports, as required, to the Georgia Department of Community Affairs pursuant to O.C.G.A. § 36-81-8; Georgia Main Street Program; and, as applicable, the rules and regulations of the Georgia Department of Community Affairs and Department of Audits and Accounts;
- (g) To observe and implement policies and financial management controls to ensure the full accounting, reporting, and registration of the DDA Accounts, including accounting for all revenues and expenditures, to ensure accountability and transparency consistent with the requirements of the Local Government Authorities Registration Act, O.C.G.A. § 36-80-16; submission of financial information, as required, to the Georgia Department of Community Affairs pursuant to O.C.G.A. § 36-81-8; and, as applicable, the rules and regulations of the Georgia Department of Community Affairs and Department of Audits and Accounts subject to and conditioned upon timely satisfaction by the City of its commitments under Section 3 above;
- (h) To maintain all books and records in accordance with the *By-Laws of The Downtown Development Authority of the City of Stone Mountain* and applicable provisions of the

Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. subject to and conditioned upon timely satisfaction by the City of its commitments under Section 3 above;

- (i) To provide to the Mayor and Council regular (not less than quarterly) reports, including a summary of all actions afforded by the City Funding and such other information as reasonably related to the fulfillment of the obligations of the DDA consistent with this Agreement; and,
- (j) To participate in at least one (1) annual work review and planning session with the City during the term of this Agreement.

6.

**Amendments.** This Agreement may be modified, extended, and otherwise amended, including, but not limited to any adjustment of the City Funding and/or project scope, at any time by mutual consent of the parties evidenced in a written amendment or other instrument in writing and approved by official action of the City and DDA.

7.

**Notice.** All notices required or permitted under this Agreement must be in writing and shall be sent by certified mail, return receipt requested, by electronic transmission, in-person, or by nationally recognized overnight delivery service, and shall be addressed as follows:

If to the City:	Shawntez “Shawn” Edmondson, City Manager City Hall 875 Main Street Stone Mountain, Georgia 30083 sedmondson@stonemountaincity.org
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With a copy to:	Jeffrey M. Strickland, Esq. JARRAD & DAVIS, LLP 222 Webb Street Cumming, Georgia 30040 jstrickland@jarrard-davis.com
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If to the DDA:	Miglena “Maggie” Dimov, Assistant City Manager- Director of Economic Development & DDA City Hall 875 Main Street Stone Mountain, Georgia 30083 mdimov@stonemountaincity.org
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Carl Wright, Chair  
6439 James B. Rivers Drive  
Stone Mountain, Georgia 30083

cdubs0324@gmail.com

With a copy to:

R. Kyle Williams, Esq.  
WILLIAMS TEUSINK, LLC  
The Sycamore Building  
312 Sycamore Street  
Decatur, Georgia 30030  
kwilliams@williamsteusink.com

8.

**Miscellaneous.**

- (a) The City and DDA acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement between the parties concerning the subject matter of this Agreement, and supersede all prior oral or written agreements or understandings concerning the subject matter and for the term of this Agreement. No representation, oral or written, not incorporated in this Agreement shall be binding upon any party.
- (b) The City and DDA each warrant and represent that it has full and complete authority to enter into this Agreement, and that each person executing this Agreement on behalf of the respective party has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such person(s). Notwithstanding the foregoing, neither the City nor DDA shall be bound under this Agreement until such time as all parties have fully executed this Agreement and this Agreement has been duly approved and authorized by all necessary and appropriate official action on the part of the City and the DDA.
- (c) This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- (d) If a court of competent jurisdiction renders any provision of this Agreement (or portion thereof) to be invalid or otherwise unenforceable, that provision or portion thereof shall be severed and the remainder of this Agreement shall continue in full force and effect as if the invalid provision or portion thereof was not part of this Agreement. No action taken pursuant to this Agreement shall be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement

and should not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

- (e) This Agreement shall inure to the benefit of, and be binding upon, the City and DDA and their respective successors. This Agreement does not and is not intended to confer any rights or remedies upon any persons other than the City, DDA, and their respective successors.
- (f) This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts, under seals, as of the day and year first above written.

SIGNED FOR BY THE DDA OF STONE MOUNTAIN ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2025:

BY: \_\_\_\_\_ (SEAL)      ATTEST: \_\_\_\_\_  
      Carl Wright, Chairperson                      Thom Deloach, Vice Chairperson

Approved as to form:

\_\_\_\_\_  
 R. Kyle Williams, DDA Attorney

SIGNED FOR BY THE CITY OF STONE MOUNTAIN ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2025:

BY: \_\_\_\_\_ (SEAL)      ATTEST: \_\_\_\_\_  
      Dr. Beverly Jones, Mayor                      Shawn Edmondson, City Manager

Approved as to form:

\_\_\_\_\_  
 Jeff Strickland, City Attorney

# EXHIBIT A

**Legend**

- Inset Map Location
- Stone Mountain City Limits
- Atlanta
- Streets
- Rivers
- Lakes and Ponds

# EXHIBIT B



## ***DDA, Mayor & Council Joint Session***

### ***Agenda Item***

**Meeting Date: November 12, 2024**

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**SUBJECT: DDA BUDGET REQUEST FY2025**

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**Item:** Discussion Item

**Department:** DDA

**Fiscal Impact for 2025: \$175,750.00**

**Presented By:** Maggie Dimov, Economic Development Director/DDA

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**Summary:** The proposed budget is based upon expenditures and revenues anticipated in 2025, DDA ongoing projects, programs and special events that will help support the local businesses, beautify the downtown district and create positive economic and tourism impact in the city.

**DDA Revenue FY2025:** The DDA is seeking the City's support for the amount of \$175,750.00. The City's contribution will be allocated for:

- DDA's Promotion and Advertising
- DDA's Legal expenses
- Contracted Labor for the installation of two murals
- Enhancement Grant for local businesses
- Special Events

**Attachments/Exhibits:** Attached proposed DDA Budget for FY2025



20.3000.39.1100	Interfund Transfer In					
20.3000.39.1101	Fund 20 - Reserve	\$214,318	\$11,523			
20.3000.39.1200	Fund 20 Unrestricted Re	\$0	\$0			
20.3000.39.1201	Fund 20 MARTA Refund (U	\$0	\$0			
20.3000.39.2100	Proceeds From Sale of A	\$0	\$0			
20.3000.39.2202	Property Sale	\$0	\$0			
20.3000.39.3201	BB&T Note Proceeds	0				
TOTAL OTHER FINANCING SOURCES		\$214,318	\$11,523			
TOTAL Non-Departmental		\$214,318	\$11,524			
TOTAL REVENUES		214,318	11,524			
TOTAL PERSONAL SRVC & EMPL BEN		\$107,818	\$68,765			
20.5130.52.1200	Professional Serv.	\$60,000	\$15,062			
20.5130.52.1207	Administrative	\$0	\$0			
20.5130.52.1210	Legal Expense	\$0	\$2,828	\$	20,000.00	
20.5130.52.1300	Technical Services	\$0	\$0			
20.5130.52.2230	Building Repairs &	\$0	\$0			
20.5130.52.2310	Rent	\$0	\$0			
20.5130.52.3101	Building Insurance	\$0	\$0			
20.5130.52.3200	Communications	\$0	\$0			
20.5130.52.3300	Advertising	\$0	\$756	\$	1,500.00	
20.5130.52.3380	PROMOTIONS DDA	\$0	\$0	\$	3,000.00	
20.5130.52.3400	Printing & Binding	\$0	\$0	\$	1,500.00	
20.5130.52.3500	Travel	\$0	\$0	\$	2,000.00	
20.5130.52.3600	Dues & Fees	\$0	\$365	\$	750.00	
20.5130.52.3700	Education &	\$0	\$200	\$	2,000.00	
20.5130.52.3850	Contract Labor- DDA	10,000	0	\$	30,000.00	
TOTAL PURCHASED/CONTRACTED SVC						
20.5130.53.1100	OFFICE SUPPLIES	\$0	\$0			
20.5130.53.1110	Office Supplies	\$0	\$0			
20.5130.53.1120	Computer Software	\$0	\$0			
20.5130.53.1130	Postage	\$0	\$0			
20.5130.53.1210	WATER DDA BUILDING	\$0	\$0			



OTHER FINANCING USES				
20.5130.61.9000	Special Events	\$0	\$0	\$ 15,000.00
20.5130.61.9001	Blue Grass Festival	\$0	\$0	
20.5130.61.9002	175th ANNIVERSARY	\$0	\$0	
20.5130.61.9003	Farmers' Market Costs	\$0	\$0	
20.5130.61.9004	Fall Event	\$0	\$0	
20.5130.61.9005	Christmas Parade	\$0	\$0	
20.5130.61.9006	GRANITE GRASSHOPPER 5K	\$0	\$0	
20.5130.61.9007	LIVE NATIVITY	\$0	\$0	
20.5130.61.9008	Tunes by the Tracks	\$7,500	\$7,500	
20.5130.61.9009	BTSB Fish Fry & Movie	\$0	\$0	
20.5130.61.9010	FARMERS MARKET LEAD PRO	\$0	\$0	
20.5130.61.9019	JUNETEENTH EVENT	\$0	\$0	
20.5130.61.9020	Mardi Gras Parade	4,000	4,000	
TOTAL OTHER FINANCING USES		\$11,500	\$11,500	
TOTAL Downtown Dev. Authority		\$214,318	\$99,564	
TOTAL EXPENDITURES		214,318	99,564	\$ 175,750.00

STATE OF GEORGIA  
DEKALB COUNTY

A CONTRACT AGREEMENT BETWEEN THE DOWNTOWN DEVELOPMENT AUTHORITY OF  
STONE MOUNTAIN, GEORGIA AND BUNDOS ENTERTAINMENT COMPANY FOR THE  
PRODUCTON AND MANAGEMENT OF THE EVENT KNOWN AS THE MARDI GRAS DANCE,  
UMBRELLA PARADE AND FESTIVAL.

This agreement is made this \_\_\_\_ day of January, 2025 between the DOWNTOWN DEVELOPMENT  
AUTHORITY OF STONE MOUNTAIN, GEORGIA (DDA), a municipality incorporated and chartered  
under the Constitution and Laws of the State of Georgia, with a principal place of business at 875 Main  
Street, Stone Mountain, Georgia, 30083, and BUNDOS ENTERTAINMENT COMPANY (BEC”) with a  
principal place of business at 1291 Silver Hill Road, Stone Mountain, Georgia 30087.

BEC agrees to produce for the DDA a Mardi Gras Parade, Arts, Crafts and Music Festival event (the  
“Event” on Saturday March 1, 2025. The purpose of the Event is to promote the downtown business  
district in the City of Stone Mountain, Georgia by drawing people to the City and surrounding  
communities with several enjoyable activities.

1. BEC will obtain a special use permit from the City of Stone Mountain for the use of the  
Lawn located at 5326 Manor Drive, Stone Mountain, Georgia (the “Lawn”) from 11:00 AM  
up to 9:00 PM (the Event Hours”) for the parade, live music and vendors, including food,  
drinks, arts, crafts and merchandise. This time frame including set-up, break-down and  
clean-up is 6:00 am to 11:00 pm (the “Set-Up” time).
2. BEC will obtain a parade permit from the City of Stone Mountain for a route originating in  
the downtown business district and ending at the Lawn 5326 Manor Drive, Stone Mountain,  
Georgia.
3. BEC will contract for entertainment appearing at the Event.
4. BEC will apply for licenses from the City of Stone Mountain and the state of Georgia for the  
sale of alcoholic beverages at the Event, if applicable, and an apply for an open container  
district.
5. BEC will provide three portable toilets for the Event.
6. BEC will provide POST certified police officers on duty during the Event Hours.
7. BEC will file a report with the DDA of revenues and expenditures for the event no later than  
July 31, 2025 and allow, at the request of the DDA, an audit, at no expense to BEC, by the  
City’s auditor of financial records related to the event.
8. All contributions designated for the Mardi Gras Event will be restricted to use for that Event.
9. BEC will apply for sign permits from the City of Stone Mountain for banners located on City  
right of way at the intersection of Mimosa Street and Main Street, the City right of way at  
6803 JBR Memorial and the intersection of East Ponce de Leon Avenue and Silver Hill Road.

As consideration for the services to be performed, the DDA will remit to BEC a fee of \$2,000 (the “Pre-  
funded Amount”) on or before January \_\_\_\_, 2025 for costs and deposits related to the seven items listed  
below. Any unused portion of this fee will be refunded to the DDA.

Consideration also includes but is not limited to funding the items below for the following estimated costs, subject to budget approval and not to exceed consideration of \$10,000 in total (including the Pre-funded Amount).

- 1. One thousand and three hundred dollars (\$1,300.00) for a Stage
- 2. Five hundred dollars (\$500.00) for liability insurance.
- 3. Two Thousand and five hundred dollars (\$2,500.00) for Public Safety personnel.
- 4. One thousand and one hundred dollars (\$1,100.00) for Kid’s Activities (eg.- train, bouncy house, etc.)
- 5. One Thousand and eight hundred dollars (\$1,800.00) for Sound
- 6. Three hundred dollars (\$300.00) for sanitation.
- 7. Two Thousand and five hundred dollars (2,500) for Entertainment

BEC will invoice the DDA for the seven items listed as additional consideration with payment due no later than ten days from the date of the invoice.

The DDA also agrees:

- 1. To include the Event on the list of events covered by its insurer.
- 2. To post the Event on its website and social media platforms.
- 3. Include the Event under the licensing agreements with BMI and ASCAP.
- 4. To the use by BEC of the DDA logo on literature and promotional materials for the Event.
- 5. To provide up to ten hours of assistance from the Public Works Department through the DDA contract with the City.

The DDA and BEC agree that the event could be cancelled due to weather conditions, public safety, health emergencies, or acts of God, including, but not limited to wind, rain, hail, lightning, or fire.

This agreement shall commence on the date first written above and shall continue in effect through April 30, 2024.

This contract may be terminated by mutual consent of the parties. This Agreement may be modified from time to time as deemed necessary by written consent of the parties hereto. Such modifications may include but are not limited to the rate of compensation.

Any notices to be given under this Agreement by either party shall be in writing and effected by certified mail with return receipt requested. Each party may change the address for receipt of notice by giving written notice in accordance with this paragraph. Mailed notices shall be addressed to the parties at the following addresses:

DDA OF STONE MOUNTAIN	BUNDOS ENTERTAINMENT COMPANY
875 Main Street	1291 Silver Hill Road
Stone Mountain, GA 30083	Stone Mountain, GA 30087

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in Dekalb County, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

SIGNED FOR THE DDA OF STONE MOUNTAIN ON \_\_\_\_\_ (DATE)

ATTEST: _____	By: _____
Name:	Name:
Title:	Title:

SIGNED FOR BUNDOS ENTERTAINMENT COMPANY ON \_\_\_\_\_(DATE)

BY: _____	ATTEST: _____
Name: Tony Harper	Name: Carmen Malizia
Title: President	Title: Secretary

Mardi Gras 2024

	By Carmen	By MSSM
Revenue:		
Contributions:		
MJ Johnson	250.00	250.00
SMDDA	4,000.00	4,000.00
G Cox	50.00	50.00
T Crowe	200.00	200.00
T DeLoach	500.00	500.00
C Malizia	3,000.00	
Stillwell's	300.00	300.00
L Charles		100.00
Metro Furniture		800.00
Metro Content		700.00
Heritage		500.00
C Malizia - reimbursement	(1,665.00)	
C Malizia House party		1,252.00
Gift Store - Square		343.00
Short Fall - C Malizia		6,806.91
	6,635.00	15,801.91
Vendor Fees:		
Taste of Trucks	100.00	100.00
Red's Beer Garden	100.00	100.00
Dine Gastro		100.00
Shelly Sewtrain		100.00
Sharon Frierson		100.00
Charlotte Bell		100.00
Awesome ?		100.00
C. Malizia	184.00	
Cash	100.00	
	484.00	700.00
Total Revenue	7,119.00	16,501.91
Expenses:		
Security:		
E Dickerson	200.00	200.00
R Livesy	100.00	100.00
S Parks	400.00	400.00
L Goodwin	400.00	400.00
R Hillis	200.00	200.00
P Laro	200.00	200.00

L Cruz	200.00	200.00
	1,700.00	1,700.00
Advertising & Promotions:		
Typographic Solutions	486.00	486.00
Staples		71.45
Staples		108.38
Staples		242.03
Walmart		26.48
Staples		242.03
Claxton Printing		1,826.55
	486.00	3,002.92
Entertainment:		
293 Band	500.00	
293 Band	2,000.00	2,500.00
	2,500.00	2,500.00
Emcee:		
L Eaglin	500.00	500.00
Sanitation Service:		
King Kan	385.00	385.00
Sound and Lighting System		
Brady Pro	1,300.00	1,300.00
Pcann	1,500.00	1,500.00
	2,800.00	2,800.00
License Fees:		
Parade Permit	-	250.00
Banner Permit	-	25.00
	-	275.00
Credit Card Fees:	-	79.92
Pedicaps:		
Jay White	-	2,135.00
Claxton Prining	-	43.82
	-	2,178.82
Refreshments and Meal For Band	-	905.72
Liability Insurance	-	280.14

Total Expenses:	<u>8,371.00</u>
Net:	<u>(1,252.00) 16,501.91</u>



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## ULI ATLANTA - CENTER FOR LEADERSHIP 2025 - 2026 mTAP Program Client Engagement Letter

The Center for Leadership, a program of the Urban Land Institute’s Atlanta District Council (**ULI Atlanta**), would like to thank the City of Stone Mountain Downtown Development Authority (the “**Client**”) for sponsoring a Mini-TAP project (“**mTAP**”). This Engagement Letter (the “**Agreement**”) constitutes a binding contract by and between ULI Atlanta and Client entered into as of this \_\_\_\_th day of January, 2025 (the “**Effective Date**”). As part of its purpose, ULI Atlanta and the Center for Leadership provide advisory services in order to improve communities and promote responsible land use and development.

Client wishes to obtain advice and recommendations from ULI Atlanta on:

- Scope of Work:
  - o Property Acquisition Plan
    - Identify and evaluate potential funding sources to support property acquisition
    - Develop guidance on attracting investors and developers to the area
    - Recommend strategies for structuring incentives to encourage investment from both public and private resources
  - o Assessment of Key Catalyst Main Street Properties
    - Conduct an analysis of key parcels along with Client within Stone Mountain’s downtown corridor
    - Provide recommendations for the highest and best use of these parcels, aligned with community goals and market potential
- Deliverables:
  - o Targeted Property Investment and Acquisition Strategy
    - A property acquisition strategy document, including:
      - Identify funding sources and access plans
      - A framework for investor and developer engagement
      - Incentive structuring models tailored to the Client’s needs
  - o Revitalization Partnership Strategy
    - Targeted approaches to collaborate with investors and developers
    - Steps to transform underutilized parcels into active, revenue-generating assets
    - Recommendations for attracting new businesses and increasing tax revenue for the City of Stone Mountain
    -
  - o Documentation and Presentation
    - Visual and written materials summarizing the proposed uses for key catalyst parcels, to be shared with stakeholders and potential partners

Pursuant to this Agreement, ULI Atlanta and the Center for Leadership agree to perform the following scope of work:

- Work with Client to develop a problem statement and situational abstract, define expectations and scope of services, and shape questions to be addressed by the mTAP.
- Work with Client to develop overall objectives and agenda for the mTAP.
- Work with Client to identify and interview appropriate stakeholders to gain insight on their perspective of the issue to be addressed.



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- Identify and interview a cross-section of industry experts to provide well-rounded, objective insight into the issue to be addressed.
- Work with Client to ensure logistics for final presentation (e.g., date, time, location, invitees) are addressed.
- Prepare and present a final presentation for Client detailing findings, conclusions, recommendations and implementation strategies.
- Provide the final presentation to Client in electronic format.

Client agrees to provide the following at its expense:

- Reserve meeting space for the final presentation on a date to be agreed upon between Client and mTAP team members, but in any event no later than May 16, 2025. Room should be large enough to accommodate Client, mTAP team members, ULI Leadership, etc., as well as seating for stakeholders and/or observers, if applicable.
- Lead the coordination of stakeholder involvement. This includes identifying, inviting and confirming key stakeholder participants, as well as preparing them for the nature of the mTAP.

Fee for Services:

- In return for the scope of services described herein, Client (or a third-party benefactor, arranged by Client) agrees to pay any out-of-pocket costs or expenses, which will not be charged without prior consent by the Client.

Client may make such use of the final presentation as it deems desirable. It is further understood that ULI Atlanta may make such use of the final presentation prepared of the mTAP findings and recommendations as it deems desirable, and Client herewith specifically agrees that ULI Atlanta may publish and disseminate such final presentation or any part thereof in conjunction with its research and educational programs within 30 days of the final presentation date.

ULI Atlanta shall not be responsible for damages of any kind arising from the performance of services under this agreement, unless such damages arise from gross neglect on the part of ULI Atlanta. The terms of this paragraph shall survive the expiration or termination of this Agreement.

Each party represents to the other that it has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

Client and ULI Atlanta hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation and provision hereof.

The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

This Agreement shall not create a partnership or joint venture relationship between Client and ULI



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Atlanta.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written hereinabove.

CLIENT:

ULI ATLANTA:

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Daphne Bond-Godfrey  
Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date