



Downtown Development Authority Meeting

Monday, October 28, 2024 at 6:30 PM

875 Main Street, Stone Mountain, GA 30083

Agenda

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 Jenna Barclay

Board Member Michelle Dunbar

Board Member & Council Member Anita Bass

II. Approval of the Agenda

III. Approval of Minutes

- [2.](#) DDA Regular Meeting Minutes, September 12, 2024

IV. Citizen Comments

V. Director's Report

- [3.](#) DDA Monthly Report to the DCA / September 2024
- [4.](#) DeKalb County probate Notice to the Stone Mountain DDA
- [5.](#) Tunes PL Reports
- [6.](#) Mardi Gras Reports

VI. Council Report

VIII. Old Business

7. Discussion Item: Mural Project Update
- [8.](#) Facade Grant: 5380 Studios

IX. New Business

- [9.](#) Facade Grant: 901 Main Street
- [10.](#) Facade Grant: 977 Main Street
11. Discussion/Action Item: DDA Budget, FY2025
- [12.](#) Discussion Item: Enhancement Grant Program

[13.](#) Proposed Supplemental Conflict of Interest and Financial Disclosures Policies and Forms

[14.](#) Action Item: Hanging Baskets Proposal #8409

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

XI. Adjournment



Downtown Development Authority Meeting

Thursday, September 12, 2024, at 6:30 PM
875 Main Street, Stone Mountain, GA 30083

Regular Meeting Minutes

I. Call to Order

- Carl Wright called the meeting to order at 6:32 pm.
- Members Present: Carl Wright, Thom DeLoach, Denise Phillips, Council Member Anita Bass and Michelle Dunbar. Jenna Barclay was absent from this meeting.

II. Approval of the Agenda

- Thom DeLoach made a motion to approve the agenda to include one additional item - the approval of a landscaping proposal #7790: *Alley Way Landscape Enhancement*, for \$6,995.82, seconded by Anita Bass. Unanimously approved.

III. DDA Chairperson / Words of Privilege: the Chairperson didn't make any comments.

IV. Approval of Minutes

- **DDA Special Called Meeting Minutes, August 12, 2024:** Motion by Anita Bass to approve the meeting minutes, seconded by Denise Phillips. Unanimously approved.
- **DDA Regular Meeting Minutes, August 26, 2024:** Motion by Michelle Dunbar to approve the special called minutes, seconded by Denise Phillips. Unanimously approved.

V. Citizen Comments:

- Larry Charles introduced himself and mentioned that he just started a new business in the city. The business is about real estate and is located at 925 Main Street.
- David Thomas shared his thoughts on the proposed location for the mural; and on the facade grant that was requested by the 5380 Studios.

VI. Director's Report

- The DDA Director mentioned that the DDA's monthly report to the DCA has been submitted.

VII. Council Report

- Council and DDA Member Anita Bass, provided a brief update on the last council meeting discussions/action items.

VIII. Old Business

- **RFQ #2, 2024 / Mural Project: 901 Main Street:** Motion by Denise Phillips to approve the proposed RFQ #2, 2024; seconded by Anita Bass. Unanimously approved. (Michelle Dunbar did not participate in the discussion regarding the RFQ and the proposed location, she also recused herself from voting).

IX. New Business

- 1. Discussion Item: DDA Director Role:** there was no discussion.
- 2. Facade Grant- 5380 Studios:** there was no discussion.
 - Thom DeLoach made a motion to postpone this item for October, seconded Anita Bass. Unanimously approved.
- 3. Facade Grant- Sweet Potato Café:**
 - Thom DeLoach made a motion to approve the Sweet Potato Café request for a Façade Grant, seconded by Denise Phillips. Unanimously approved.
- 4. Action Item: Landscaping Project / Proposal #7705, #7707 and #7790:**
 - Anita Bass made a motion to approve proposal #7705, #7707 and #7790, seconded by Denise Phillips. Unanimously approved.
- 5. Discussion Item- Landscaping Project:** there was a brief discussion about moving the project under city supervision.

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

Motion by Thom DeLoach to enter an executive session to discuss Personnel, Legal, and/or Real Estate, seconded by Michelle Dunbar. Unanimously approved.

Motion by Denise Phillips to adjourn the Executive Session, seconded by Michelle Dunbar. Unanimously approved.

XI. Adjournment:

Motion by Denise Phillips to adjourn the Regular Meeting, seconded by Michelle Dunbar. Unanimously approved.

Form Name: 2024 Community Activity Reports
Submission Time: October 7, 2024 11:51 am
Browser: Chrome 129.0.0.0 / Windows
IP Address: 50.207.61.118
Unique ID: 1273225916
Location:

Section . Item #3.

Main Street Community Reporting: Stone Mountain

Designation Level Classic

Month of Report: September

Region: Region 3

Community Population: 5,001 to 10,000

Person Reporting: Maggie Dimov

I would like a copy of this completed report emailed to: mdimov@stonemountaincity.org

PROGRAM OPERATIONS

What is the total dollar amount spent on your program's operational expenses during this reporting period? 14132.06

Please select all funding sources which contributed financially to your program's monthly operational expenses: Other: DDA General Fund

EVENTS and VOLUNTEERS

Did any events occur downtown during the reporting period? Yes

Were any of these events funded through or by the Main Street program? Yes

If known, please estimate the total amount of volunteer hours for all events, board meetings and committee meetings hosted by the local Main Street program: 24

What is the total cumulative expenditures for these events, including advertising? 1750.00

OPTIONAL REPORTING

How many events occurred in the downtown district during this reporting period?

4

Section . Item #3.

What is the total estimated attendance for all events:

1000

Main Street Manager's Notes - Events

There were 4 Tunes by the Tracks Concerts that were held in the month of September.

JOB CREATION

Did any of the following occur in your downtown district during this reporting period? Check all that apply.

Business Opening

How many new businesses opened in your program area during this reporting period?

1

How many new jobs were created from new business opening during this reporting period?

1

Main Street Manager's Notes -
Businesses Opening

H & L Colonial Park LLC located at 972 Sexton Drive

PROGRAM PROJECTS AND EXPENSES

NEW MAIN STREET STAFF

Did your program hire any new staff this month?

No

Did your program release staff this month?

No

Complete and Certify

By signing below, you verify that the information contained in this report is accurate to the best of your knowledge.



Thursday, October 3, 2024

Honorable Judge Bedelia Hargrove
Judge of the DeKalb County Probate
556 N. McDonough St
1100 Judicial Tower
Decatur, GA 30030-3221

RE: Local Authorities Operating in Your Jurisdiction

Dear Judge Hargrove,

This Local Government Authority Registration Act (O.C.G.A. § 36-80-16, et seq.) requires the Georgia Department of Community Affairs to provide the registration information of each local authority serving a county to the probate judge of that county on an annual basis. This is merely an information-sharing practice and does not require any particular action from your office regarding the authorities' compliance statuses.

The Act (O.C.G.A. § 36-80-16) requires all local government authorities operating in the State to annually register and submit a financial report via DCA's online Annual Authority Registration and Financial Report (AARF) system. Authorities that fail to meet this requirement are prohibited by the Act from incurring any debt until completing the mandated filings. Further, to remain eligible to participate in a variety of state-administered financial assistance programs, a local authority must be compliant with the filings required for the three most recently completed fiscal years. Essentially, an authority's failure to comply with applicable filing requirements impairs its ability to legally finance its operations and significantly impedes its ability to undertake work on behalf of the citizens and businesses it serves.

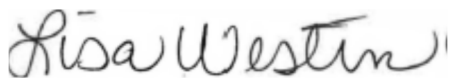
Pursuant to the Act and for your information, the lists below only reflect information from the most recently completed year (FY2023) for the listed authority, as of October 3, 2024. The lists include local authorities attached to all cities, counties, and consolidated governments wholly or partially within your jurisdiction.

Authorities that HAVE filed for the most recently completed FY: Brookhaven Development Authority / Brookhaven Public Facilities Authority / City of Decatur Public Facilities Authority / DeKalb County Building Authority / DeKalb County Public Safety and Judicial Facilities Authority / Development Authority of DeKalb County / Downtown Development Authority of Avondale Estates / Downtown Development Authority of the City of Decatur / Downtown Development Authority of the City of Stone Mountain / Dunwoody Development Authority / Housing Authority of the City of Decatur, Georgia / Housing Authority of the County of DeKalb, Georgia / Joint Development Authority of Dekalb County, Newton County, and Gwinnett County / Metropolitan Atlanta Rapid Transit Authority / Urban Redevelopment Agency of DeKalb County, Georgia / Urban Redevelopment Agency of the City of Avondale Estates / Urban Redevelopment Agency of the City of Chamblee / Urban Redevelopment Agency of the City of Decatur / Urban Redevelopment Agency of the City of Doraville / Urban Redevelopment Agency of the City of Dunwoody / Downtown Development Authority of the City of Clarkston, Georgia / Stonecrest Development Authority / Urban Redevelopment Agency of the City of Brookhaven

Authorities with EXPIRED/DELINQUENT filings for the most recently completed FY: City of Decatur Parking Authority / City of Tucker Downtown Development Authority / City of Tucker Public Facilities Authority / DeKalb County Convention Center Authority / DeKalb County Hospital Authority / DeKalb Private Hospital Authority / DeKalb Regional Land Bank Authority / Development Authority of the City of Decatur / Downtown Development Authority of the City of Chamblee / Downtown Development Authority of the City of Doraville / Housing Authority of the City of Clarkston / Housing Authority of the City of Lithonia, Georgia / Lithonia Downtown Development Authority / Pine Lake Downtown Development Authority / Residential Care Facilities for the Elderly Authority of DeKalb County / Stonecrest Housing Authority / Urban Redevelopment Agency of City of Clarkston / Urban Redevelopment Agency of the City of Stonecrest / Urban Redevelopment Agency of Tucker

There is the possibility that some of the authorities that have successfully filed for the most recently completed FY are delinquent for previous years. Complete lists of registered authorities for each fiscal year with additional information on type, jurisdiction, fiscal year, and creation method can be found on our website at: <https://www.dca.ga.gov/local-government-assistance/research-surveys/local-government-authorities>. For more information or questions, please contact us at research@dca.ga.gov or 404-679-5279.

Sincerely,



Lisa Westin

Director | Office of Planning, Research, & Geoanalytics

cc, via email, only: Chief Elected Officials of each local government in DeKalb County
City/County Manager of each local government in DeKalb County
Contact email address on-file for each authority serving DeKalb County

PM
5/24
trial Basis

Main Street Stone Mountain, Inc.
Profit & Loss by Class
January 1, 2021 through October 5, 2024

	Jan - Dec 21	Jan - Dec 22	Jan - Dec 23	Jan 1 - Oct 5, 24	TOTAL
Ordinary Income/Expense					
Income					
5000 Special Events Income					
5800 Tunes/Tracks					
5810 Contributions Restricted	9,000.00	19,200.00	24,295.27	19,350.00	71,845.27
5811 Inkind Contributions	0.00	1,400.00	0.00	0.00	1,400.00
5820 Concession Sales	4,111.26	6,598.19	6,598.57	4,442.29	21,751.31
5821 Vendor Compensation DOR	2.82	4.43	0.00	0.00	7.25
Total 5800 Tunes/Tracks	13,114.08	27,202.62	30,894.84	23,792.29	95,003.83
Total 5000 Special Events Income	13,114.08	27,202.62	30,894.84	23,792.29	95,003.83
Total Income	13,114.08	27,202.62	30,894.84	23,792.29	95,003.83
Cost of Goods Sold					
Cost of Goods Sold					
5822 Tunes by the Tracks	1,175.30	1,684.77	1,794.70	1,528.70	6,183.47
Total Cost of Goods Sold	1,175.30	1,684.77	1,794.70	1,528.70	6,183.47
Total COGS	1,175.30	1,684.77	1,794.70	1,528.70	6,183.47
Gross Profit	11,938.78	25,517.85	29,100.14	22,263.59	88,820.36
Expense					
7000 Special Events Expense					
7900 Tunes by the Tracks					
7910 Security Officer	2,040.00	4,080.00	3,840.00	4,050.00	14,010.00
7920 Alcoholic Beverage License	625.00	1,300.00	1,300.00	905.00	4,130.00
7921 Sales & Use Tax	94.02	147.66	0.00	0.00	241.68
7922 Fees for CC Contributions	0.00	0.00	122.63	77.91	200.54
7930 Advertising & Promotions	0.00	0.00	0.00	175.00	175.00
7940 Musicians	7,300.00	14,000.00	13,800.00	14,500.00	49,700.00
7950 Sound & Stage	2,950.00	5,950.00	3,900.00	4,800.00	17,600.00
7960 Sanitation Services	240.00	420.00	685.00	685.00	2,030.00
Total 7900 Tunes by the Tracks	13,249.02	25,897.66	23,647.63	25,292.91	88,087.22
Total 7000 Special Events Expense	13,249.02	25,897.66	23,647.63	25,292.91	88,087.22
8000 Project Expense					
8010 BOOST Grants					
8011 Fees for CC Contributions	0.00	0.00	0.00	1.71	1.71
Total 8010 BOOST Grants	0.00	0.00	0.00	1.71	1.71
Total 8000 Project Expense	0.00	0.00	0.00	1.71	1.71
Total Expense	13,249.02	25,897.66	23,647.63	25,294.62	88,088.93
Net Ordinary Income	-1,310.24	-379.81	5,452.51	-3,031.03	731.43
Net Income	-1,310.24	-379.81	5,452.51	-3,031.03	731.43

3:00 PM
01/24/24
Accrual Basis

Main Street Stone Mountain, Inc.
Transaction Detail By Account
January through December 2023

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
7000 Special Events Expense								
7300 Mardi Gras Parade								
7310 Security								
Check	04/01/2023	3325	Malizia, Carmen Ve...			1002 Restrict...	1,400.00	1,400.00
Total 7310 Security							1,400.00	1,400.00
7320 Licenses & Fees								
Check	04/01/2023	3325	Malizia, Carmen Ve...			1002 Restrict...	50.00	50.00
Total 7320 Licenses & Fees							50.00	50.00
7322 Fees for CC Contributions								
Deposit	06/15/2023			Deposit		1001 Restrict...	13.00	13.00
Deposit	06/30/2023			Deposit		1001 Restrict...	7.36	20.36
Deposit	06/30/2023			Deposit		1001 Restrict...	13.00	33.36
Total 7322 Fees for CC Contributions							33.36	33.36
7330 Advertising & Promotion								
Check	02/23/2023	3323	Gateway Printing			1002 Restrict...	486.00	486.00
Check	04/01/2023	3325	Malizia, Carmen Ve...			1002 Restrict...	3,413.36	3,899.36
Total 7330 Advertising & Promotion							3,899.36	3,899.36
7340 Entertainment								
Bill	01/30/2023		pCann Productions	Deposit for 2/...		2000 Accounts...	500.00	500.00
Bill	02/07/2023		Waylon Thibodeaux			2000 Accounts...	1,500.00	2,000.00
Check	02/17/2023	3322	pCann Productions			1002 Restrict...	500.00	2,500.00
Check	04/01/2023	3325	Malizia, Carmen Ve...			1002 Restrict...	3,652.58	6,152.58
Total 7340 Entertainment							6,152.58	6,152.58
7350 Sanitation Service								
Check	03/16/2023	3324	9456, Inc. dba King ...			1002 Restrict...	290.00	290.00
Check	04/01/2023	3325	Malizia, Carmen Ve...			1002 Restrict...	200.00	490.00
Total 7350 Sanitation Service							490.00	490.00
7360 Contingencies								
Check	04/01/2023	3325	Malizia, Carmen Ve...			1002 Restrict...	300.00	300.00
Total 7360 Contingencies							300.00	300.00
7372 Mardi Gras Ball								
Check	04/01/2023	3325	Malizia, Carmen Ve...			1002 Restrict...	1,800.32	1,800.32
Total 7372 Mardi Gras Ball							1,800.32	1,800.32

3:00 PM

01/24/24

Accrual Basis

Main Street Stone Mountain, Inc.
Transaction Detail By Account
January through December 2023

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
7380 Liability Insurance								
Check	04/01/2023	3325	Malizia, Carmen Ve,.			1002 Restrict...	280.14	280.14
Total 7380 Liability Insurance							280.14	280.14
Total 7300 Mardi Gras Parade							14,405.76	14,405.76
Total 7000 Special Events Expense							14,405.76	14,405.76
TOTAL							14,405.76	14,405.76

9:14 AM

10/08/24

Accrual Basis

Main Street Stone Mountain, Inc. **Profit & Loss** **January 2020 through December 2024**

	Jan - Dec 20	Jan - Dec 21	Jan - Dec 22	Jan - Dec 23	Jan - Dec 24	TOTAL
Ordinary Income/Expense						
Income						
5000 Special Events Income						
5300 Mardi Gras						
5310 Contributions-Restricted	1,905.00	4,935.00	7,903.48	4,902.14	6,635.00	26,280.62
5311 Contributions - In-Kind	3,898.04	686.35	4,124.70	5,660.40	0.00	14,388.49
5320 Concession Sales	396.35	0.00	737.52	0.00	0.00	1,135.87
5321 Vendor Compensation DOR	0.39	0.00	0.00	0.00	0.00	0.39
5322 Vendor Fees	100.00	0.00	0.00	700.00	0.00	800.00
5323 Pedicab Income	0.00	0.00	0.00	0.00	484.00	484.00
5330 Fundraiser #1 Restricted	0.00	0.00	0.00	0.00	0.00	60.00
5331 Fundraiser #2 Restricted	1,120.00	0.00	0.00	0.00	0.00	1,120.00
5332 Mardi Gras Ball	0.00	0.00	0.00	3,684.88	0.00	3,684.88
Total 5300 Mardi Gras	7,481.78	5,620.35	12,765.70	14,967.42	7,119.00	47,954.25
Total 5000 Special Events Income	7,481.78	5,620.35	12,765.70	14,967.42	7,119.00	47,954.25
Total Income	7,481.78	5,620.35	12,765.70	14,967.42	7,119.00	47,954.25
Gross Profit	7,481.78	5,620.35	12,765.70	14,967.42	7,119.00	47,954.25
Expense						
7000 Special Events Expense						
7300 Mardi Gras Parade						
7310 Security	980.00	0.00	1,040.00	1,400.00	1,700.00	5,120.00
7320 Licenses & Fees	408.00	250.00	400.00	50.00	0.00	1,108.00
7321 Sales & Use Tax	13.12	0.00	0.00	0.00	0.00	13.12
7330 Advertising & Promotion	3,838.09	685.35	3,862.47	3,899.36	486.00	12,771.27
7340 Entertainment	3,388.68	0.00	8,553.80	6,152.58	2,500.00	20,595.06
7345 Encees	0.00	0.00	0.00	0.00	500.00	500.00
7350 Sanitation Service	190.39	685.00	335.00	490.00	385.00	2,075.39
7360 Contingencies	0.00	0.00	1,790.69	300.00	0.00	2,090.69
7370 Fundraiser #1	247.95	0.00	0.00	0.00	0.00	247.95
7371 Fundraiser #2	111.04	0.00	0.00	0.00	0.00	111.04
7372 Mardi Gras Ball	0.00	0.00	0.00	1,800.32	0.00	1,800.32
7380 Liability Insurance	275.00	0.00	606.00	280.14	0.00	1,161.14
7390 Sound and Light System	0.00	0.00	0.00	0.00	2,800.00	2,800.00
Total 7300 Mardi Gras Parade	9,442.27	1,620.35	16,587.96	14,372.40	8,371.00	50,393.98
Total 7000 Special Events Expense	9,442.27	1,620.35	16,587.96	14,372.40	8,371.00	50,393.98
Total Expense	9,442.27	1,620.35	16,587.96	14,372.40	8,371.00	50,393.98
Net Ordinary Income	-1,960.49	4,000.00	-3,822.26	595.02	-1,252.00	-2,439.73
Net Income	-1,960.49	4,000.00	-3,822.26	595.02	-1,252.00	-2,439.73

Section . Item #6.



DDA Agenda Item

Meeting Date: October 28, 2024

SUBJECT : Façade Grant Application / 5380 Studios LLC

Item: Discussion Item

Department: DDA

Fiscal Impact: \$4,676.00

Presented By: Maggie Dimov, Economic Development Director/DDA

Summary: The Downtown Development Authority (DDA) created the Facade Improvement Grant Program to assist business and property owners with improvements to storefronts in the business district.

Fifty percent (50%) of the total cost of projects approved for grants will be funded one dollar for each dollar spent by the grantee, up to a maximum grant of \$5,000.00. Grants are available for permanent, exterior repairs and renovations including:

- Appropriate signage
- Awnings
- Exterior painting
- Window, door, and storefront or back entry feature restorations and changes
- Landscaping

5380 Studios, located at 5380 East Mountain Street, would like to apply for a Façade Grant. Their project includes repaving the parking lot.

Attachments/Exhibits: Attached is the 5380 Studios application and the supporting documents.

OPP-22-014336

Jul 18, 2022

Account Information	Contact Information	Rose Paving Information
Account Name: 5380 Studios	Contact Name: Jerome Osborne	Account Executive: Mark Evers
Street Address: 5380 E Mountain St	Contact Email: jerome@5380studios.com	Email: mevers@rosepaving.com
City State Zip: Stone MountainGA30083-3080	Contact Phone: 8774245380	Cell: 770-235-2390

Notes/Exclusions

Jerome, thank you for meeting with me today. This bid includes asphalt remove/replace of 10 areas (7 are small trip hazards), sealcoating (with 2 coats in a spray/spray application) and a re-stripe. I do recommend changing your ADA location to the spaces directly across from where they are now and then adding an access aisle in the open space nearest the walkway. This upgrade would add \$390 to the lot marking cost. Please call if you have any questions.

PRICING TABLE

Service Line Name	QTY	U of M	Depth	Subtotal
Asphalt - Remove and Replace @ 3	743	SF	3.00	\$4,857.50
Sealcoat PMCTS - Spray / Spray	18134	SF		\$3,174.05
Lot Marking Restripe - Single Bays	47	Bays		\$1,321.50
				\$9,353.05

Subtotal **\$9,353.05**

Tax **\$0.00**

Total \$9,353.05



Beyond Paving.
BEYOND EXPECTATIONS.™

Section . Item #8.

PROPOSAL

CUSTOMER APPROVAL

Total Dollars Approved: **\$9,353.05**

Name:

Authorized Signature:

BILLING INSTRUCTIONS:

Scope Detail

Service Line Name	Service Description
Asphalt - Remove and Replace @ 3	<p>Asphalt – Remove and Replace</p> <ul style="list-style-type: none"> -Saw-cut and excavate damaged asphalt to specified depth. -Remove debris to an approved facility. -Compact base material to unyielding condition. -Apply tack coat material to edges to help adhesion. -Install Hot Mix Asphalt to a specific depth. <p>**Notes and Exclusions:</p> <ul style="list-style-type: none"> -If asphalt depth is more than estimated, additional charges may apply. -If undercut is required because of unsuitable base, additional charges may apply. -If new covers or valves are needed, additional charges may apply. -If Petromat is found, additional charges may apply. -These repairs will not fix drainage issues. -See Terms and Conditions for warranty details.
Sealcoat PMCTS - Spray / Spray	<p>Sealcoat – ALL</p> <ul style="list-style-type: none"> -Clean surface with mechanical blowers and brooms. -Remove debris to an approved facility. -Supply and install commercial-grade sealcoat per manufacturer's specifications. -Application methods and mobilizations are job-specific – please discuss with your AE. <p>**Notes and Exclusions:</p> <ul style="list-style-type: none"> -All vehicles must be moved prior to crews arriving. -Towing of vehicles is the responsibility of the customer. -Rose Paving PM's will help coordinate phasing and communication. -Barricades will be provided, but if moved by others, warranty is void. -Sprinklers must be turned off 24 hours prior to work commencement. -Sprinklers must be kept off for at least 48 hours after final application. -Sealcoat requires proper weather conditions for application – please discuss with your AE. -Work area should stay closed to foot and vehicle traffic for at least 24 hours after final application. -Tracking may occur and doormats should be available to minimize this. -This is a preventative maintenance repair and should be budgeted on a recurring basis. -Sealcoat will fade over time – longevity depends on traffic, weather and condition of asphalt. -Sealcoat will not fill cracks or adhere to oil spots.

Lot Marking Restripe - Single Bays	Restripe parking lot per existing layout. -47 spaces -2 ADA *Option add 2 ADA signs with access aisle
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Rose Paving Contract Terms & Conditions

- 1. ESCALATION:** This proposal is based on material costs at current market rates. Due to the current volatile market conditions for liquid asphalt that are beyond Rose Paving's control and in the event of future material price increases the responsible party agrees to pay for the escalation of material costs without a change order. This paragraph applies only to materials.
- 2. TIMING:** Due to fluctuation in the cost of raw materials, including but not limited to liquid asphalt, if the current date is past 15 days from the proposal date, customer should clarify that pricing is still valid.
- 3. CONTRACT DOCUMENTS:** Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation.
- 4. PAYMENT TERMS:** NET BALANCE DUE 30 DAYS AFTER COMPLETION OF WORK. Unpaid balances will accrue a late fee of 1% per month until paid in full. In the event of your failure to conform to the terms and conditions of this agreement, you hereby agree to pay Rose Paving LLC. all sums earned to date. Price reflects a 4% (four percent) discount for payments by cash or check.
- 5. DEPOSIT:** If contracted amount exceeds \$15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.
- 6. PERMITS AND FEES:** Owner is responsible for obtaining and paying for any required PERMITS, BONDS, and LICENSES, or plans required to obtain the aforementioned.
- 7. UNMARKED / UNDOCUMENTED UTILITIES:** The client shall be responsible for repairing any private utility lines damaged by Rose Paving during the course of this project which were unmarked, undocumented or non-conforming to prevailing codes. While Rose Paving shall be responsible for repairing utilities in situations where Rose Paving damaged marked, conforming private utility lines, Rose Paving shall not be held liable for additional costs associated with utility interruption regardless of whether the lines were marked and / or documented properly or not. The customer is responsible to call the utility company.
- 8. WORK ACCESSIBILITY:** The price(s) quoted herein is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc.) at the scheduled project start date and time. Rose Paving, reserves the right to adjust the agreed upon project price if the job conditions prevent Rose Paving work crews from starting on time and proceeding without interruption
- 9. SOIL CONDITIONS:** The proposed price is contingent on the existing subsoil or base being adequate to support the pavement work. Rose Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, etc. If failure does occur, Rose Paving will notify agent or owner for inspection.
- 10. WATER DRAINAGE:** On projects where the natural fall of the land is less than 2%, Rose Paving cannot guarantee that there will be total water drainage on pavements. After repair and Rose Paving shall not be held liable for ponding or retention in surrounding areas. On projects where the scope of work includes an overlay, the overlay will follow the contour of the existing base surface and Rose Paving cannot guarantee and will not be liable for drainage issues in the work area or surrounding areas.
- 11. CLEANING EXPENSES:** The owner understands that the work called for in this agreement is a messy process. The parties agree that Rose Paving is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Rose Paving employees.

12. INDEMNITY: Rose Paving agrees to complete its work in a safe and workmanlike manner, and to take appropriate safety precautions. However, once installation is complete and customer takes possession of the work area, Owner/Customer understands and agrees that Rose Paving cannot be responsible for materials, area maintenance and safety, and therefore Owner/Customer assumes all responsibility in this regard, including but not limited to any and all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided. To the fullest extent allowed by law, Owner/Customer agrees to indemnify, defend and hold Rose Paving and its agents harmless from any and all loss, expense, liability, or attorneys' fees in connection with any such damages or injuries occurring thereafter. Nothing contained within this paragraph means, or should be construed to mean that Rose Paving or others shall be indemnified for their own negligence.

13. CHOICE OF LAW & VENUE: To the fullest extent permitted by law, each provision of this contract shall be interpreted in such manner as to be effective and valid under the laws of the State of Project and corresponding Choice of Law indicated below without regard to that state's conflict of laws principles, and venue and jurisdiction for any dispute under this agreement shall rest in the Venue and Jurisdiction identified:

	State of Project	Choice of Law	Venue and Jurisdiction
A.	Arizona	Arizona	Superior Court of Maricopa County or the United States District Court District of Arizona-Phoenix
B.	California	California	Superior Court of California County of Los Angeles or the United States District Court Central District of California
C.	Florida	Florida	Circuit Court of Hillsborough County Florida or the United States District Court Middle District of Florida
D.	Illinois	Illinois	Circuit Court of Cook County or Northern District of Illinois
E.	Tennessee	Tennessee	Davidson County Circuit Court or the U.S. District Court Middle District of Tennessee Nashville Division
F.	All other states	Illinois	Circuit Court of Cook County or Northern District of Illinois

14. ATTORNEY FEES & COSTS: In the event Rose Paving places any amounts owed under this proposal for collection with either a collection firm or attorney, Rose Paving shall be entitled to reasonable collection fees, attorneys fees and costs.

15. TAXES: All taxes are included in proposal price unless otherwise specified.

16. MATERIAL & WORKMANSHIP: All material is guaranteed to be as specified. Unless otherwise specified within this Proposal, Rose Paving warrants workmanship and materials for a period of 1 year from the date of completion. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the amount set forth above. We shall not be responsible for delays caused by strikes, accidents, weather or other contingencies beyond our control. Our workers are fully insured.

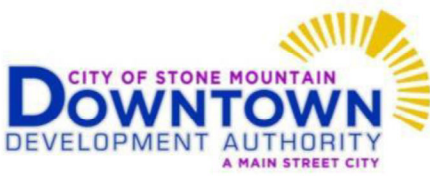
17. CONSENT TO USE OF PHOTOGRAPHS, IMAGES AND VIDEOS: Customer consents to Rose Paving using images and videos of jobsite as a described in proposal or any work order, for use in Rose Paving promotional, marketing and training materials. Rose Paving shall have right to use the name, logos, trademarks, trade names, service marks or other marks of customer to the extent any of the foregoing appear in photographs, images and videos of the jobsite.

18. NON-DISCLOSURE: Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Rose Paving's Confidential Information. This Proposal shall not be shared, distributed or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and Rose Paving shall be entitled to injunctive relief in addition to any other remedy available in law or equity.

19. ALTERATIONS TO THIS PROPOSAL: Alterations or notations on or to this Proposal will not be valid unless accepted in writing by an authorized representative of Rose Paving.

20. SEVERABILITY OF TERMS: Should any part of this agreement be deemed unenforceable, the remaining terms shall be severable and separately enforceable and shall remain in full force

**As a duly authorized representative of 5380 Studios, I agree
to these Terms & Conditions**



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

Section . Item #8.

FAÇADE GRANT APPLICATION

Please read the Façade Grant Guidelines before completing the application. Please type or print all entries.

Applicant Information

Business Name	: 5380Studios LLC
Contact Name	: Jerome Osborne
Business Address	: 5380 East Mountain Street
City, ST, ZIP	: Stone Mountain, Ga 30083
Telephone	: 877.424.5380
Email	: info@5380studios.com

Property Owner Information (if different from Applicant).

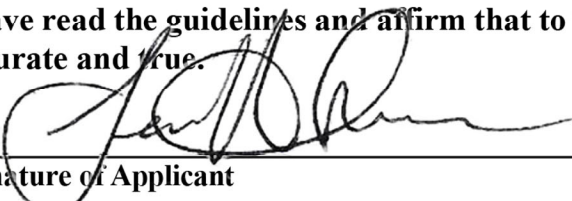
Property Tax Parcel ID for project location:	: same as above
Property Owner	: Walter Jackson
Mailing Address	:
City, ST, ZIP	:
Telephone	: 404.414.4085
Email	: wsidneyj@icloud.com

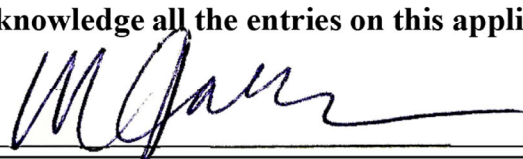
Project Description. Check box ☐ and attach Historic Preservation Commission approval if needed.

Print Project Description. Check box <input type="checkbox"/> if Project description or other plans, drawing, photos are attached.
Seeking to have our parking lot repaved and any other issues in the lot resolved.

Estimated Cost of Project (attach detailed budget) : \$ 9,353.05
Amount of Façade Grant Requested (See Guidelines) : \$ 4676.00

I have read the guidelines and affirm that to the best of my knowledge all the entries on this application are accurate and true.


Signature of Applicant
Jerome Osborne
Print Name of Applicant


Signature of Owner (if different from applicant)
Walter Jackson
Print Name of Owner (if different from applicant)



DDA Agenda Item

Meeting Date: October 28, 2024

SUBJECT : Façade Grant Application / 901 Main Street

Item: Discussion Item

Department: DDA

Fiscal Impact: \$1,087.50

Presented By: Maggie Dimov, Economic Development Director/DDA

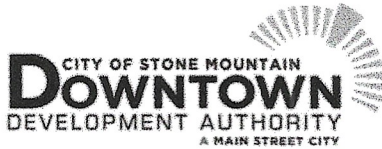
Summary: The Downtown Development Authority (DDA) created the Facade Improvement Grant Program to assist business and property owners with improvements to storefronts in the business district.

Fifty percent (50%) of the total cost of projects approved for grants will be funded one dollar for each dollar spent by the grantee, up to a maximum grant of \$5,000.00. Grants are available for permanent, exterior repairs and renovations including:

- Appropriate signage
- Awnings
- Exterior painting
- Window, door, and storefront or back entry feature restorations and changes
- Landscaping

Michelle Dunbar, the property owner of 901 Main Street would like to apply for a Façade Grant. Her project includes outdoor side wall renovation.

Attachments/Exhibits: Application and the supporting documents.



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

Section . Item #9.

FAÇADE GRANT APPLICATION

Please read the Façade Grant Guidelines before completing the application. Please type or print all entries.

Applicant Information

Business Name	: AZTEC CYCLES, INC
Contact Name	: MICHELLE DUNBAR
Business Address	: 901 MAIN STREET
City, ST, ZIP	: STONE MOUNTAIN, GA 30083
Telephone	: 678-
Email	:

Property Owner Information (if different from Applicant).

Property Tax Parcel ID for project location:	
Property Owner	: AZTEC COLLECTIVES LLLP
Mailing Address	: SAME AS ABOVE
City, ST, ZIP	:
Telephone	:
Email	:

Project Description. Check box ☐ and attach Historic Preservation Commission approval if needed.

Print Project Description. Check box <input type="checkbox"/> if Project description or other plans, drawing, photos are attached.
Repainting bricks for our wall facing Poole Street in preparation of a wall mural proposed by BDA. Currently, the bricks are loose from the age of the building. This work needs to be done before any mural can be painted. Size of wall is 70' x 12' = 840 sq ft. Estimate of brickwork is attached with this application.

Estimated Cost of Project (attach detailed budget) : \$ 2,175.00

Amount of Façade Grant Requested (See Guidelines) : \$ 1,087.50

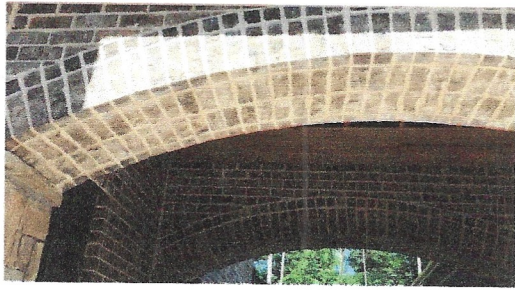
I have read the guidelines and affirm that to the best of my knowledge all the entries on this application are accurate and true.

Signature of Applicant

Signature of Owner (if different from applicant)

Print Name of Applicant

MICHELLE D.V. DUNBAR.
Print Name of Owner (if different from applicant)



Hill Masonry Construction

5266 Cloud St
Stone Mountain GA 30083
(678) 758-6099
hillbrickmasons@yahoo.com

Estimate

Estimate No: 2018197
Date: 10/15/2024

For: Aztec Cycles
office@aztec-cycles.com
901 Main St
Stone Mountain, GA, 30083-3009
(404) 277-3306

Job Location 901 Main St, Stone Mountain, GA 30083

Description	Amount
Project: Prepare Poole St wall for mural.	\$2,175.00
1. Fix brick at window.	
2. Point up mortar where needed.	
Subtotal	\$2,175.00
Total	\$2,175.00
Total	\$2,175.00

Terms and Conditions

Payment due upon completion of work.



DDA Agenda Item

Meeting Date: October 28, 2024

SUBJECT : Façade Grant Application / 977 Main Street

Item: Discussion Item

Department: DDA

Fiscal Impact: \$5,000.00

Presented By: Maggie Dimov, Economic Development Director/DDA

Summary: The Downtown Development Authority (DDA) created the Facade Improvement Grant Program to assist business and property owners with improvements to storefronts in the business district.

Fifty percent (50%) of the total cost of projects approved for grants will be funded one dollar for each dollar spent by the grantee, up to a maximum grant of \$5,000.00. Grants are available for permanent, exterior repairs and renovations including:

- Appropriate signage
- Awnings
- Exterior painting
- Window, door, and storefront or back entry feature restorations and changes
- Landscaping

Mario Jakic, the property owner of 977 Main Street would like to apply for a Façade Grant. His project includes Façade renovations.

Attachments/Exhibits: Application and the supporting documents.



Mario Jakic	
977 Main st	
Stone Mountain GA	
Work Order #	20240910-125782

Class	Decription	UOM	Order Amount	Cost
Equipment	Scaffolding With All PPE	each	2	\$ -
Gencon	Supervision	Week	1	\$ 3,428.57
Labor	Travel	Miles	500	\$ 1,428.57
	Prep work and Installation of stucco	Each	1	\$ 7,342.50
Material	Concrete Nails	Cartons	2	\$ -
	Metal Corner Beads		12	\$ -
	All Materials	Each	1	\$ 4,933.50
	Custome Bone Caulk	Cartoons	2	\$ -
	Energy and Logistic Surcharge	Each	1	\$ 1,741.90
	Freight	Each	1	\$ 285.71
	Metal Lath Galvanized	SF	17	\$ -
	Quikrete Motar mix	bags	120	\$ -
	Stucco Texture	pails	16	\$ -
	waterproofing	pails	5	\$ -
Tax	Tax	Each	0	\$ 300.10
(blank)	(blank)	(blank)		
Grand Total			681	\$ 19,460.86

Class	Decription	Cost
Equipment	Scaffolding With All PPE	\$ -
Gencon	Supervision	\$ 3,428.57
Labor	Travel	\$ 1,428.57
	Prep work and Installation of stucco	\$ 7,342.50
Material	Concrete Nails	\$ -
	Metal Corner Beads	\$ -
	All Materials	\$ 4,933.50
	Custome Bone Caulk	\$ -
	Energy and Logistic Surcharge	\$ 1,741.90
	Freight	\$ 285.71
	Metal Lath Galvanized	\$ -
	Quikrete Motar mix	\$ -
	Stucco Texture	\$ -
	waterproofing	\$ -
Tax	Tax	\$ 300.10
(blank)	(blank)	
Grand Total		\$ 19,460.86

Disclaimer: Job to be paid in two parts. Half to start work and remaining balance once job is completed



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

Section . Item #10.

2022 DOWNTOWN FAÇADE IMPROVEMENT GRANT PROGRAM GUIDELINES AND APPLICATION

Administered by the City of Stone Mountain Downtown Development Authority

Program Guidelines

- Façade Grants are available for exterior restorations/repairs of permanent buildings on a first come, first serve basis.
- The amount of the grant will be determined by the Board of Directors based on the funds available and the number of requests under consideration.
- The façade grant program operates in the City of Stone Mountain's commercial district, specifically within the locally designated downtown development area. Priority, however, will be given to businesses within the historic downtown commercial section (see attached map).
- Eligible applicants are downtown commercial property owners and business owners. Property owners must co-sign applications by business owners.
- Grant awards should not exceed \$5,000.00 in a two-year period per location. Fifty percent (50%) of the total cost of projects approved for grants will be funded one dollar for each dollar spent by the grantee, up to a maximum grant of \$5,000.00
- Project improvements funded with façade grants are to remain in place and maintained in good order for a minimum of five years. Any graffiti or vandalism should be promptly repaired. If improvements are removed or not maintained during the minimum five-year period, the DDA may at its discretion seek reimbursement for the full amount of the façade grant funds that were paid to the participant.
- All local taxes, licenses, and permits must be current during the minimum five-year maintenance period.
- Applicants are fully responsible for all aspects of the project and relationships with contractors and suppliers. Applicants must secure all necessary municipal permits before beginning construction, including Certificate of Appropriateness from the Historic Preservation Commission, if needed.
- Applicants must complete the work within six months of being approved and all grants must be closed out and reimbursements made within twelve months of the award notice. The DDA Façade Improvement Program will not consider applications on projects where the work has already been started.



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

Section . Item #10.

Project Eligibility

Eligible projects should *visibly improve the unique historic character of the storefront or back entryway or allow the non-conforming storefront to better fit within the historic area*. These funds are available for exterior improvements only and may be applied to a front, side or rear façade, provided the façade faces a public street or parking lot. All work must align with the Secretary of the Interior's Standards for Rehabilitation (see attached).

ELIGIBLE PROJECT EXAMPLES

- Appropriate signage
- Awnings
- Exterior painting
- Window, door, and storefront or back entry feature restorations and changes
- Landscaping

NOT ELIGIBLE PROJECT EXAMPLES

- General maintenance other than painting
- Roofs
- Personal property & equipment
- Window replacement
- Vinyl Siding
- Window tinting
- Lighting
- Interior window coverings and other interior renovations
- Security systems
- Nonpermanent fixtures
- Billboards
- Equipment Rental
- Fees and Permits

HOW DO I SUBMIT MY APPLICATION?

First schedule a conversation with Theresa Hamby (thamby@newsouthassoc.com, (770-498-4155)) to talk about your project and determine if a Certificate of Appropriateness is needed.

The application form can be found on page 5 of this document.

Applications and accompanying documents should be hand delivered to City Hall or submitted by mail to: DDA, City of Stone Mountain, 875 Main Street, Stone Mountain, GA 30083.



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

Section . Item #10.

HOW WILL MY APPLICATION BE EVALUATED?

Applications submitted for the grant will be evaluated for approval based on the following points:

- The extent of the overall proposed project and if the work advances the goals of improving the building's appearance
- Whether or not applicant is using local businesses for the design work
- The impact of the project on downtown streetscape
- The original condition of the building and the need for the proposed change
- The extent to which the original building features and/or significant modifications are preserved
- The removal of historically inappropriate alterations
- The prominence of the building
- The quality of the proposed work
- Frequency of grants requested; so that funds may be available to assist as many properties as possible

HOW WILL I FIND OUT IF I HAVE BEEN APPROVED?

The Executive Director will review the application then make a recommendation to the DDA Board of Directors to approve. You will receive in writing a formal acceptance letter stating the amount that you have been awarded by the Grant Program or you will receive a letter stating the grounds on which your application was denied.

ONCE I HAVE BEEN APPROVED HOW DO I GET MY MONEY?

You have one year from your date of approval of your grant to complete the work. If work is not completed in one year the grant will become void. Once work is complete a member of the Board and the Downtown Development Director must conduct a final inspection before grant funds are paid. The following must be submitted:

- Grant Project Expense Report for the work approved for the grant detailing the name, date paid, amount paid, and description of the work performed for all vendors and contractors
- Receipts and invoices with evidence of payment for the Grant Project Expense Report.
- Report by the Downtown Development Director to the DDA
- Before and after photographs of completed work.

We thank you for your interest in our City!



THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

Standard 1: A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

Standard 2: The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

Standard 3: Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

Standard 4: Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

Standard 5: Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

Standard 6: Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.

Standard 7: Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

Standard 8: Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

Standard 9: New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

Standard 10: New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



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

Section . Item #10.

FAÇADE GRANT APPLICATION

Please read the Façade Grant Guidelines before completing the application. Please type or print all entries.

Applicant Information

Business Name	: City Wide Investments LLC
Contact Name	: Mario Jakic
Business Address	: 977 Main Street
City, ST, ZIP	: Stone Mountain, GA 30083
Telephone	: (678) 665-6550. 977mainstreet@gmail.com
Email	

Property Owner Information (if different from Applicant).

Property Tax Parcel ID for project location:	
Property Owner	: City Wide Investments LLC
Mailing Address	: 568 Southwind Dr
City, ST, ZIP	: Lilburn, GA 300047
Telephone	: (678) 665-6550
Email	: 977mainstreet@gmail.com

Project Description. Check box ☐ and attach Historic Preservation Commission approval if needed.

Print Project Description. Check box <input type="checkbox"/> if Project description or other plans, drawing, photos are attached.
Cover the exterior foux brick veneer with hard stucco

Estimated Cost of Project (attach detailed budget) : \$ 19,460.86

Amount of Façade Grant Requested (See Guidelines) : \$ 5,000.00

I have read the guidelines and affirm that to the best of my knowledge all the entries on this application are accurate and true.

Signature of Applicant

Signature of Owner (if different from applicant)

Mario Jakic for City Wide Investments LLC

Print Name of Applicant

Print Name of Owner (if different from applicant)

**DDA Agenda Item****Meeting Date: July 22, 2024**

MEMO**SUBJECT: DOWNTOWN ENHANCEMENT GRANT PROPOSAL**

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

The purpose of this memorandum is to propose changes to the Stone Mountain DDA Facade Grant Program and evaluate the uses of the streetscape improvement funds. The Downtown Development Authority may support qualified economic development projects with funds for certain physical improvements to eligible buildings within the district. These funds are granted only in consideration of major capital investments by private enterprise that may otherwise be cost-prohibitive due to the age, condition, or unique characteristics of the building, or any other conditions that might prevent a business from occupying the space. The proposed program seeks to increase economic activity in Downtown Stone Mountain by incentivizing the creation of safe and attractive spaces that house viable businesses.

Façade Grant

The Downtown Development Authority (DDA) created the Facade Improvement Grant Program to assist business and property owners with improvements to storefronts in the business district.

Fifty percent (50%) of the total cost of projects approved for grants will be funded one dollar for each dollar spent by the grantee, up to a maximum grant of \$5,000.00. The cost of projects exceeding \$5,000.00 are eligible for grants, but the additional cost will be the responsibility of the grantee. Projects are awarded on a first come, first served basis.

The program is administered by the DDA and currently has \$25,000 allocated to the fund. Final grant amounts are determined by the DDA Board after recommendation by Design Task Force.

Proposal:

Staff proposes to update/convert the Facade Improvement Grant Program into a Downtown Enhancement Grant.

The funds could be used for exterior improvements, both structural and superficial, including but not limited to:

- Appropriate signage
- Awnings
- Exterior painting and Façade improvements
- Door, and storefront or back entry feature restorations and changes
- Landscaping
- Murals
- Patio shading, patio additions or expansions
- Outdoor seating
- Exterior lighting, including string lighting
- Exterior planters
- Additional projects may be considered with proper justification.

Not Eligible Project Examples:

- General maintenance other than painting
- Roofs
- Personal property equipment
- Window replacement, coverings and tinting
- Vinyl siding
- Indoor renovations
- Security systems
- Nonpermanent fixtures
- Billboards
- Equipment rentals
- Fees and permits

The following rules would apply to all grant funds:

1. Projects must be located within the DDA district.
2. Businesses must have a valid business license from the City.
3. Applicants must not be delinquent on payments of any City of Stone Mountain taxes, fees, or fines or have any active city code enforcement violations at the time of the application.
4. Priority will be given to renovations designed to increase pedestrian activity and economic vitality.
5. Proposed work must follow all applicable local zoning, life safety, and building codes.
6. Requests for funds must be made via forms provided by the DDA at least two weeks prior to the next regularly scheduled DDA Board meeting, where applicants

must present the project in person. Building tenants must have the property owner's permission to apply.

7. Proposals must include at a minimum: Applicant name & contact information; property owner name & contact information (if different); site address & tax parcel number; a descriptive narrative of the proposed project; color photos showing the existing condition of the subject; a scaled drawing detailing any proposed improvements; a cost estimate of proposed work; a materials list for all new facade elements.
8. Work may not begin until designs are approved by the DDA Board and the requirements for all applicable local permits are met.
9. The DDA requires a dollar-for-dollar match, and will typically cap the DDA funding to \$5,000, however, exceptions may be granted to increase project funding above the set cap for reasons deemed compelling by the DDA.
10. Funds from the DDA will be provided only after all work is verified to conform with the approved project plans and after a review of project invoices.
11. *Projects are reviewed on a first-come, first-served basis. Funding levels for the program are determined by the DDA Board on an annual basis. Once funding is exhausted, applicants must wait until the next fiscal year to apply, unless the DDA Board elects to allocate additional funds to the program.
12. The grant request is subject to denial if all applicable procedures are not followed.
13. Grant is void if approved work has not begun within six months of approval by the DDA, unless an extension is requested.
14. Construction, installation, and maintenance of the project is solely the responsibility of the applicant.
15. The DDA Board may, at its sole discretion, deny funding of any application or project.

Staff welcomes the DDA's feedback regarding the proposed changes and will look forward to discussing these at the next meeting.

Sincerely,

Maggie Dimov
Economic Development Director
City of Stone Mountain

Recommended Minimum Criteria and Requirements for Grant Programs

1. Minimum qualifying criteria and standards that businesses must satisfy as a prerequisite to obtain a grant from the DDA:
 - a. The business is physically located within the downtown development area of the City of Stone Mountain;
 - b. The business was in operation and open for full time business as of August 1, 2024;
 - c. The business possesses a valid business license issued by and that was in good standing with the City of Stone Mountain as of August 1, 2024;
 - d. The business employed a minimum of two (2), but no more than thirty (30) Full-time Continuous Employees (as such term is defined by Chapter 300-2-1 of the rules of the Georgia Department of Labor to normally consist of at least thirty (30) hours of work in a week or such other number of hours as is normal in a particular industry) or full-time equivalent employees (as such term is defined by the Office of Management and Budget, Circular No. A-11), as of March 1, 2020 (owners taking guarantee payments or draws and 1099 contractors are not considered Full-time Continuous Employees or full-time equivalent employees);
 - e. The business is a small, local business that does not operate more than three (3) locations in the state of Georgia or have annual gross receipts exceeding Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000);
 - f. The business possesses the financial ability to contribute fifty (50%) percent of the total project costs;
 - g. The business affirms that all taxes, fees and other assessments due and payable, including business license fees, occupation taxes, ad valorem taxes, and other such sums due and payable by the business to the City of Stone Mountain, have been paid as of August 1, 2024;
 - h. The business affirms that there are no outstanding judgments or liens against the business;
 - i. The business affirms that there are no current proceedings in bankruptcy instituted by or against the business, and no current assignment by the business for the benefit of creditors; and,

- j. The business affirms that there are no state or federal tax liens presently pending against the business.
2. Minimum qualifying application and document submissions that businesses must satisfy as a prerequisite to obtain a grant from the DDA:
- a. Name of the business, including name of legal entity and trade name, if any;
 - b. Contact information of business owner and address of business;
 - c. A brief statement of project work and need, including, but not limited to copies of drawings, plans, specifications; identification of all contractors or vendors; timelines of commencement and completion; and, outline of all required permit or other approvals;
 - d. Grant amount requested and intended use of grant funds;
 - e. Ownership structure of business;
 - f. If applicable, date and proof of incorporation with the State of Georgia (e.g., copy of Articles of Incorporation or screen shot of filing status Georgia Secretary of State website at ecorp.sos.ga.gov/BusinessSearch);
 - g. Date of issuance and proof of current business license issued by the City of Stone Mountain;
 - h. Proof of location and length of operation of the business within the downtown development area of the City of Stone Mountain if different from current business license issued by the City of Stone Mountain (e.g., copy of lease agreement or utility bill);
 - i. Statement as to ownership or lease rights in the physical location of business, including whether the business is in good standing and compliance with any mortgage or rent obligations as of August 1, 2024;
 - j. Consent of landlord and/or property owner of the physical location of business, if applicable;
 - k. Summary of financial condition of business before August 1, 2024 (e.g., summary income statement and balance sheets);
 - l. Number of Full-time Continuous Employees (as such term is defined by Chapter 300-2-1 of the rules of the Georgia Department of Labor to normally consist of at least thirty (30) hours of work in a week or such other number of hours as is normal in a particular industry) or full-time equivalent employees (as such term is defined by the Office of Management and Budget, Circular No.

A-11) as of August 1, 2024, and average monthly payroll expenses as of the date of the grant application;

- m. Identification of any affiliated businesses; and,
 - n. Summary of other matching funds, loan, grant, or other contributions for the intended work.
 - o. Written consent that grants DDA the right to use the business's name, trademark, trade symbols, and its employees likeness and/or names for the purpose of promoting, advertising, and marketing the grant award and project.
3. Minimum oversight and submission obligations of each grant recipient for the term of the grant and continuing through completion of the proposed project work:
- a. Remain physically located within the downtown development area of the City of Stone Mountain;
 - b. Maintain a valid business license issued by the City of Stone Mountain in good standing; and,
 - c. Upon reasonable request by the DDA, update the application and document submissions, including certification of completion of the proposed project work, paid receipts, and lien waivers.
 - d. Upon advanced notice by the DDA, provide the DDA access to conduct a site visit of the project during the grant term.

**THE DOWNTOWN DEVELOPMENT AUTHORITY OF
THE CITY OF STONE MOUNTAIN**

CONFLICTS OF INTEREST AND FINANCIAL DISCLOSURES

The Downtown Development Authority of Stone Mountain (the “DDA”) is governed by its bylaws and subject to the Downtown Development Authorities Law (O.C.G.A. Section 36-42-1 et seq.), as amended, and O.C.G.A. § 45-10-3.

Pursuant Section 7 of the *By-Laws of the Downtown Development Authority of the City of Stone Mountain*, Directors of the DDA shall not use their position to influence the DDA’s decisions or discussions where they have a material financial interest; or where there is an organizational responsibility or personal relationship interest which may result in a real or apparent conflict of interest. Directors shall disclose investments, interest in real property or businesses, and sources of income or gifts that may present a conflict.

Accordingly, each Director of the DDA must submit upon appointment and maintain throughout his or her appointment a current *Conflicts of Interest and Financial Disclosure* filing with the Chairperson of the Authority.

Specifically, each Director of the DDA shall:

- (1) Uphold the Constitution, laws, and regulations of the United States, the State of Georgia, and all governments therein and never be a party to their evasion;
- (2) Never discriminate by the dispensing of special favors or privileges to anyone, whether or not for remuneration;
- (3) Not engage in any business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties;
- (4) Never use any information coming to him or her confidentially in the performance of governmental duties as a means for making private profit;
- (5) Expose corruption wherever discovered;
- (6) Never solicit, accept, or agree to accept gifts, loans, gratuities, discounts, favors, hospitality, or services from any person, association, or corporation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the performance of the member’s official duties;
- (7) Never accept any economic opportunity under circumstances where he or she knows or should know that there is a substantial possibility that the opportunity is being afforded him or her with intent to influence his or her conduct in the performance of his official duties;
- (8) Never engage in other conduct which is unbecoming to a member or which constitutes a breach of public trust; and,

(9) Never take any official action with regard to any matter under circumstances in which he or she knows or should know that he or she has a direct or indirect monetary interest in the subject matter of such matter or in the outcome of such official action.

DIRECTOR'S PLEDGE TO DISCLOSE CONFLICTS OF INTEREST

Each Director of the DDA shall self-report any and all actual or perceived conflicts of interest before an official DDA action or transaction is taken where the Director has "substantial interest or involvement" (defined as any interest or involvement which reasonably may be expected to result in a direct financial benefit to such Member as determined by the DDA) by the Director undertaking the following:

(a) disclosure of any substantial interest or involvement in advance to the other Directors in an open meeting that is recorded in the minutes of the DDA;

(b) absenting himself or herself from such portions of any meeting, including executive sessions, of the DDA during which discussion is conducted involving the matter where the Director has disclosed any substantial interest or involvement; and,

(d) refraining from participating, voting, or otherwise in any decision by the DDA relating to any matter where the Member has disclosed any substantial interest or involvement.

CONFLICTS OF INTEREST AND FINANCIAL DISCLOSURE

Name of Member: _____

Residential Address: _____

Employment, including position and title: _____

Length of Employment in current position: _____

Business Address: _____

Description of Employment Business: _____

Relationship, if any, to the staff and elected officials of the City of Stone Mountain:

Description of any ownership or economic interests in businesses physically located within the city limits of the Stone Mountain:

Description of any ownership or economic interests in for-profit or non-profits organizations providing services within the city limits of the Stone Mountain:

Identification of each property (residential and commercial) you own or have an economic interest in within the city limits of the City of Stone Mountain:

Date Completed: _____

I swear and affirm that the information set forth in this *Conflict of Interest and Financial Disclosure* is true and accurate as of the date completed. I acknowledge receipt of and stipulate that I understand and agree to the terms and obligations imposed upon me as a Member of the Downtown Development Authority of the City of Stone Mountain.

Signature of Director

Received and Attested to by:

Carl Wright, Chair
Downtown Development Authority of the City of Stone Mountain



Date: 10/25/2024

Customer:

Miglena "Maggie" Dimov
875 Main Street
Stone Mountain, GA 30083

Property:

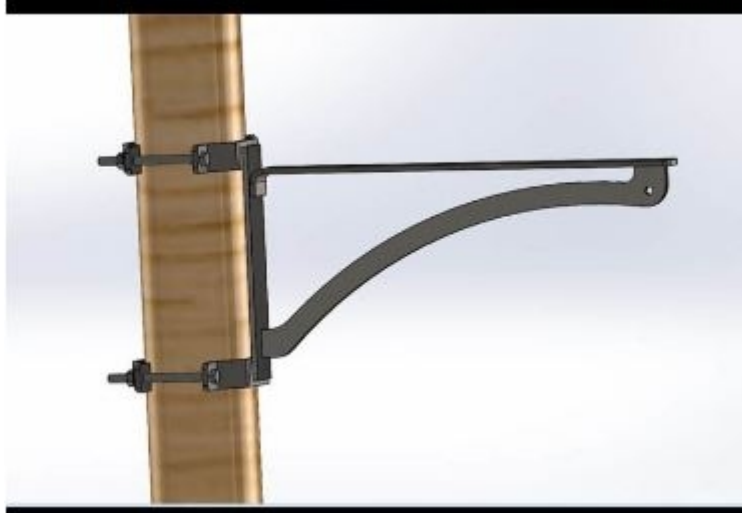
City of Stone Mountain Downtown
Development Authority
875 Main Street
Stone Mountain, GA 30083

Self Watering Hanging Baskets with Boulder Installation

Self Watering Hanging Baskets







Hanging Baskets

Installation of 8 self watering hanging baskets on light poles along the parking lot side of main street.

A metal hanging bracket will be installed on each pole.

Install seasonal color in the hanging baskets.

Bid/Build Development

Items

EN - Mobilization

Labor - Enhancement

Model: EPPS22- Pro-Series 22 Self Watering Hanging Basket

Brackets

Delivery

Seasonal Color Premium

Bid/Build Development: \$6,909.83

Landscape Boulder

Boulder will be installed on the corner of Mountain and Main St.

Landscape Boulder

Items
Large Landscape Boulders

Landscape Boulder: \$458.33

Supplemental Watering

Watering of hanging baskets 2 times a month for 5 months.

Bid/Build Development

Items
Labor - Enhancement

Bid/Build Development: \$1,280.00

Subtotal	\$8,648.16
Estimated Tax	\$0.00
Total	\$8,648.16

1. Compliance and Qualifications:

- a. Crabapple LandscapExperts commits to recognizing and adhering to written terms, specifications, and drawings outlined in the agreement. All materials used will comply with bid specifications.
- b. Qualified representatives with expertise in landscape maintenance/construction upgrades will be designated. The workforce will be competent, qualified, and presentable at all times.

2. Licenses, Permits, Taxes, and Insurance:

- a. Crabapple LandscapExperts will adhere to all necessary licenses and permits required by the city, state, and federal government.
- b. The company will pay all applicable taxes, including sales tax where relevant on supplied materials.
- c. Crabapple LandscapExperts will provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other mandated insurance specified in writing.

3. Liability and Subcontractors:

- a. Crabapple LandscapExperts is not liable for damages caused by the customer or their agents.
- b. The company reserves the right to hire qualified subcontractors for specialized functions or work requiring specialized equipment.

4. Additional Services and Jobsite Access:

- a. Extra work incurring additional costs will be executed only with a signed change order, incurring extra charges.
- b. The customer will provide utilities for the work and furnish access to all parts of the jobsite related to the project.
- c. Crabapple LandscapExperts is not responsible for damage to underground or unseen mechanical systems and foundations unless noted in the proposal. All efforts will be made to mark utilities.

5. Shrubs/Trees and Sod Warranty:

- a. **Coverage:**
 - i. Crabapple LandscapExperts provides a one-year limited warranty for shrubs, trees, and sod, covering both the cost of the plant material and labor for replacement.
- b. **Conditions for Valid Warranty:**
 - i. The customer must have a functioning, automatic irrigation system or maintain a temporary irrigation system until sufficient root development.
- c. **Temporary Irrigation System Requirement:**
 - i. Sufficient root development is considered achieved when the plant material has a strong root system capable of sustaining growth independently of temporary irrigation.
- d. **Exclusions from Warranty:**
 - i. The warranty does not cover replacements if the customer lacks a functioning, automatic irrigation system or has not maintained a temporary irrigation system until sufficient root development.
 - ii. Exclusions include damage from insects, animals, vandalism, acts of God,

lack of watering, overwatering, chemical application, and transplant-related issues.

iii. Excessive freezing conditions falling outside the normal winter conditions for the hardiness zones for the area of the installation as specified by the USDA Hardiness Zone Map.

e. **Labor Costs for Replacement Material:**

i. All labor costs for replacement material are included and will not be billed separately. No credits for dead material without compliant irrigation support.

f. **Note:**

i. Crabapple LandscapExperts reserves the right to inspect the site before approving replacements or repairs.

6. **1-Year Hardscape Warranty:**

a. **Products Warranty:**

i. Crabapple LandscapExperts collaborates with various manufacturers of precast concrete material, and their warranties cover material defects.

b. **Installation / Workmanship:**

i. This warranty is limited to work performed by Crabapple LandscapExperts, covering the workmanship of the installation. Material defect claims fall under the manufacturer's warranty.

c. **Coverage:**

i. A one-year guarantee on hardscape installations is provided, excluding extreme circumstances causing damage.

ii. Extreme circumstances are identified as, but not limited to, fire, vehicular accidents, excessive freezing conditions falling outside the normal winter conditions for the hardiness zones for the area of the installation as specified by the USDA Hardiness Zone Map.

d. **Exclusions:**

i. The warranty does not apply to efflorescence, a naturally occurring process in concrete products. If efflorescence occurs and is deemed to be unsightly, Crabapple LandscapExperts can provide a written quote for cleaning the efflorescence. Cleaning does not guarantee that the efflorescence will not recur.

ii. The warranty does not apply to settlement caused by external forces the hardscape is not designed to support. Examples would be the settlement of a pedestrian hardscape installation that is driven on by vehicles.

7. **Warranty Enforcement:**

a. Owners must promptly notify Crabapple LandscapExperts of concerns.

b. Crabapple LandscapExperts will respond within a reasonable timeframe and proceed to repair or replace defective materials or workmanship at its cost.

c. This warranty shall be void and will not apply to any materials which were originally installed by Crabapple LandscapExperts then subsequently repaired, adjusted, or modified by an individual or entity other than Crabapple LandscapExperts or its authorized representative.

d. Replacements and/or repairs furnished under this warranty shall not carry a new warranty but shall carry only the unexpired portion of the original warranty provided.

e. No person is authorized to make any warranties other than those described above or to extend the duration of any warranties beyond the period described above.

8. Proposal Acceptance:

- a. Crabapple LandscapExperts is authorized to perform the work as stated in the proposal. Full payment is due upon billing, with a service charge for overdue accounts of 1.5% per month, not to exceed 18% annually. Prices are valid for 30 days from the proposal date, and Crabapple LandscapExperts reserves the right to update pricing on proposals older than 30 days.
- b. For proposals exceeding \$30,000, a 1/3 deposit is required.

9. Progress Billing and Extended Projects:

- a. Jobs extending beyond 30 business days or spanning multiple months will be progress billed using the American Institute of Architects standard agreement for design and construction, also known as the AIA Contract.

By _____

Beau Rasnick

Date 10/25/2024

Crabapple LandscapExperts

By _____

Date _____

**City of Stone Mountain Downtown
Development Authority**